



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Monday, November 02, 2020, 4:00 PM

480 East Avenue, North, Ketchum, Idaho

AMENDED

Agenda

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

If you would like to provide comment on a PUBLIC HEARING item on the agenda in person, you may speak to the Council when called upon but must leave the room after speaking and observe the meeting outside City Hall.

Dial-in: +1 253 215 8782
Meeting ID: 934 6632 5797

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting October 19, 2020
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$591,635.59 as presented by the Treasurer
 4. Authorization to approve Resolution #20-027 establishing the 2021 calendar for the City Council - Neil Bradshaw, Mayor
 5. Authorization to approve Resolution #20-028 establishing 2021 Ketchum Planning & Zoning Commission Meeting Dates – Suzanne Frick, Director of Planning & Building
 6. Recommendation to approve Alcohol Beverage License applications for Frenchman's Gulch and Paddles Up Poke - Grant Gager, Director of Finance & Internal Services
 7. Recommendation to approve Encroachment Agreement #20551 at 425 N Canyon Run Blvd. - Suzanne Frick, Director of Planning and Building

- 8. Recommendation to approve Encroachment Agreement #20553 at 154 Irene Street - Suzanne Frick, Director of Planning and Building
- 9. Recommendation to approve Amendment No. 1 to Artist Loan Agreement #20480 with Rudi Broschofsky - Katrin Sharp, Deputy City Clerk
- 10. Recommendation to approve Contract #20555 for Emergency Medical Service with Blaine County Ambulance District - Bill McLaughlin, Fire Chief
- 11. Approval to award Second Option Year on Contract #20279 for Snow Removal Services – Juerg Stauffacher, Facilities Maintenance Supervisor
- 12. Approve Contract #20549 with Blaine County for FY 21 Law Enforcement Services - Jade Riley, City Administrator
- PUBLIC HEARING
- 13. ACTION ITEM: Recommendation to approve Ordinance #1215 updating winter parking regulations - Jade Riley, City Administrator
- EXECUTIVE SESSION
- 14. **Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)**
- NEW BUSINESS (no public comment required)
- 15. ACTION ITEM: Review Staff Report and Make Determination with regard to the First Amendment to Amended and Restated Development Agreement with Trail Creek Fund, LLC to (1) declare if Trail Creek Fund LLC is in breach of its development agreement with the City and (2) direct staff to proceed to initiate communications and administrative work as necessary to prepare for immediate site restoration should Trail Creek Fund LLC not timely cure such breach - Jade Riley, City Administrator
- 16. ACTION ITEM: Update on COVID and potential amendments to Ketchum Health Order 20-05 - Jade Riley, City Administrator
- 17. ACTION ITEM: Approval of Event Application for Festival of Trees - Lisa Enourato, Public Affairs & Administrative Services Manager
- ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting. This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk’s Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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Thank you for your participation.



CITY OF KETCHUM, IDAHO CITY COUNCIL MEETING
Monday, October 19, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Minutes

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

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Dial-in: +1 253 215 8782
Meeting ID: 932 0422 2250

- CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Bradshaw called the meeting to order at 4:00pm.

- ROLL CALL

PRESENT

Mayor Neil Bradshaw
Council President Amanda Breen
Councilor Michael David (Teleconference)
Councilor Courtney Hamilton
Councilor Jim Slanetz

ALSO PRESENT

City Administrator Jade Riley
City Attorney Matt Johnson
Director of Finance & Internal Services Grant Gager
Public Affairs & Administrative Services Manager Lisa Enourato
Planning & Building Director Suzanne Frick

Police Chief Jamie Shaw
Fire Chief Bill McLaughlin

- COMMUNICATIONS FROM MAYOR AND COUNCILORS

None

- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting September 21, 2020
 2. Approval of Minutes: Special Meeting September 29, 2020
 3. Approval of Minutes: Regular Meeting October 5, 2020
 4. Authorization and approval of the payroll register
 5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$376,782.41 as presented by the Treasurer
 6. Resolution #20-026 Recommendation to appoint Grant Gager as City Clerk - Neil Bradshaw, Mayor
 7. Approval of Resolution #20-024 Appointing Meredith Skillman as a member of the Ketchum Arts Commission - Neil Bradshaw, Mayor
 8. Recommendation to approve Contract #20547 with Blaine County for GIS services - Suzanne Frick, Director of Planning and Building
 9. Approval of Contract #20545 for Bulldozer Rental - Brian Christiansen, Director of Streets and Facilities Maintenance
 10. Approval of Contracts for Snow-hauling Services - Brian Christiansen, Director of Streets and Facilities Maintenance
 11. Recommendation to approve Encroachment Agreement #20527 at 180 W. Second Street - Suzanne Frick, Director of Planning and Building
 12. Recommendation to Approve Purchase Order #20546 for GE Cimplicity Software Upgrade and Technical Support - Mick Mummert, Wastewater Superintendent
 13. Recommendation to approve the extension of Contract #20187 with EcoEdge for Ketchum Sustainability Advisory Committee - Jade Riley, City Administrator
 14. ACTION ITEM: Approval of Event Application for Festival of Trees - Lisa Enourato, Public Affairs and Administrative Services Manager

Mayor Bradshaw requested that item #14 be pulled from the consent agenda and considered after item #18.

Councilor Hamilton requested that item #13 be pulled from the consent agenda and considered separately.

Motion to approve consent agenda items #1-12.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

For item #13, Councilor Hamilton clarified that the city planned for the new Utility position to be in charge of sustainability. Since that position has not been filled yet, KSAC is requesting interim support of \$3,000 to be taken from the sustainability budget. Councilor Hamilton expressed interest in revisiting the sustainability budget at a later date.

Motion to approve consent agenda item #13.

Motion made by Council President Breen, Seconded by Councilor Hamilton.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

For item #14, Mayor Bradshaw said that it might send the wrong message for the city to approve a large event at this time.

Council President Breen expressed her concern that more than 50 people could be present at one time. Councilor Slanetz commented that he thought the event could be done in a safe manner. Councilor Hamilton commented that she would vote to deny application as is, but thought that the event organizer could address some of the safety concerns and bring the application back to the next meeting. Council President Breen agreed.

Item #14 was tabled.

- NEW BUSINESS (no public comment required)
- 15. ACTION ITEM: Recommendation to approve Encroachment and Alley Maintenance Agreement #20548 with Jack Bariteau for development at First Avenue and Fourth Street - Suzanne Frick Director of Planning and Building

Councilor Slanetz questioned if the city is paying for sidewalks on this project. Planning & Building Director Suzanne Frick clarified that the city would be paying for a portion of sidewalk in order to ensure that the entirety of 1st Avenue would have snow melt, rather than having a gap between two projects.

Jack Bariteau presented on the purpose of the Encroachment and Alley Maintenance Agreement.

Mayor Bradshaw commented that he would like to see a complete, safe sidewalk in place.

Councilor Slanetz and Councilor Hamilton asked for an estimate of the amount that the city would need to contribute. Jack Bariteau mentioned that he does not currently have a price for the sidewalks, but will bring the estimate to the City Council for discussion and approval.

Mayor Bradshaw reiterated that the City Council would approve the cost of the sidewalk separately from the Encroachment and Alley Maintenance Agreement before them today.

Councilor Breen expressed her support for approving the agreement and mentioned the public benefit of safe, consistent sidewalks. Councilor David voiced his support for getting the sidewalk done correctly.

Motion to approve Encroachment and Alley Maintenance Agreement #20548.

Motion made by Council President Breen, Seconded by Councilor Slanetz.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

16. ACTION ITEM: Recommendation to approve Encroachment Agreement #20536 with Idaho Power for infrastructure to support the development at First Avenue and Fourth Street - Suzanne Frick, Director of Planning and Building

Mayor Bradshaw introduced the item and commented that it had to do with infrastructure improvements related to the previous item.

Motion to approve Encroachment Agreement #20536 with Idaho Power.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

17. Update and discussion on Winter Parking Regulations and Curbside Pickup Parking Areas - Jade Riley, City Administrator

Mayor Bradshaw introduced the item and turned it over to City Administrator Jade Riley.

City Administrator Jade Riley showed a presentation on potential curbside pick-up sites for businesses and winter parking regulations. Riley mentioned that next steps would include public and business outreach over the next two weeks. Both topics would be discussed at a Special Traffic Authority Meeting on October 28, 2020. Then, both topics would be brought back to the Council on November 2, 2020.

Council President Breen commented that an educational campaign would be an important component of changing overnight parking regulations.

Councilor Hamilton mentioned that she has heard that it can be very difficult for people to get their car back from the tow lot. She welcomed any improvements that can be made to the process.

The council discussed potential streets and parking lots that could be used to accommodate overnight parking and/or towing.

18. ACTION ITEM: Discussion and potential action on COVID-19 in Blaine County - Neil Bradshaw, Mayor

Mayor Bradshaw introduced the topic and asked Fire Chief McLaughlin to provide an update.

Chief McLaughlin commented that Blaine County is now in the critical risk zone. He also mentioned that COVID cases are rising in South Central Public Health District, Blaine County and Idaho as a whole. He highlighted the importance of keeping an eye on hospital capacity, due to the fact that Blaine County is reliant on many regional hospitals that are also experiencing spikes in COVID. Chief McLaughlin said that we have the option to increase restrictions on group size, but that we could also focus on educating and enforcing on existing regulations.

Mayor Bradshaw reiterated that we could (1) tighten up on compliance with existing regulations or (2) place additional restrictions on group size.

Public Affairs & Administrative Services Manager Lisa Enourato provided an update on the Health Order that Blaine County passed earlier that same day.

Mayor Bradshaw provided an overview of the City of Ketchum's draft Public Health Emergency Order. He emphasized the need to amplify our education efforts and then turned the discussion over to the Council.

Councilor Hamilton agrees that we need to do more enforcement and education of the protocols that are already in place, but also thinks it is important to tighten up the gaps that exist.

Councilor David commended both residents and visitors for taking things seriously and doing a great job in Ketchum. He agrees that we need to focus on compliance with existing regulations, especially after sundown, but also commented that gatherings seem to be an issue, so he would like to discuss restricting gathering size.

Councilor Slanetz mentioned the high level of antibodies in our community and thinks that the City of Ketchum should stay the course with existing regulations and encourage community members to take personal responsibility. He also reminded everyone that we changed our risk level criteria recently.

Council President Breen discussed the difficulty in responding to COVID at the local level, when there should be more coordinated efforts by the State of Idaho. She also mentioned that hospital capacity is a concern for everyone experiencing a medical emergency, not just COVID patients. She supported limiting gathering size and didn't have any suggested changes to the draft Health Order.

Councilor Hamilton mentioned that it may be easier on businesses if we went back to Stage 3 protocols for restaurants and bars. City Administrator Jade Riley expressed difficulty in pinpointing Stage 3 protocols, since the State amended those protocols when we went into Stage 4.

The Council deliberated.

Motion to approve Public Health Emergency Order No. 20-04, as amended by Mayor Bradshaw and Councilor Slanetz.

Motion made by Council President Breen, Seconded by Councilor Hamilton.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton

Voting Nay: Councilor Slanetz

- PUBLIC HEARING

19. ACTION ITEM: Recommendation to approve a Preliminary Plat submitted by Fritz Haemmerle and Reli Haemmerle to subdivide and adjust the existing lot lines shared by two existing parcels, 131 Topaz (Lot 1, Shelby Dukes Sub) and 151 Topaz (Ketchum FR SE SW TL 8490 SEC 18 4N 18E) into three (3) lots - Suzanne Frick, Director of Planning and Building

Mayor Bradshaw introduced the item and opened the public hearing on the item. There was no public comment.

Applicant Fritz Haemmerle attended in person to answer questions, but there were none.

Councilor Hamilton asked, from a planning perspective, why we disallow dual-facing lots.

Planning & Building Director Suzanne Frick clarified that there is a provision in our code to limit access to one street frontage, based on urban planning principles.

Motion to approve the Preliminary Plat.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

20. ACTION ITEM: Recommendation to Consider Emergency Ordinance 1213 - Temporary prohibition on demolition of historic structures - Neil Bradshaw, Mayor

Mayor Bradshaw introduced the item and said that the intent is to take six months to have a "community conversation" on the subject of historical preservation in our community. The Mayor opened public hearing on the item.

Public Comment:

Charlie Holt - Voiced his opposition to Emergency Ordinance 1213 in person.
Jeff Lubeck - Voiced his opposition to Emergency Ordinance 1213 in person.
Daniel Sundali - Voiced his opposition to Emergency Ordinance 1213 in person.

Mayor Bradshaw closed public comment.

Planning & Building Director Suzanne Frick clarified that for any application that has previously been filed with the City, the Emergency Ordinance would not apply.

Council President Breen mentioned that she was on the Historical Preservation Commission around 2005 - 2007. She mentioned that we do currently have an ordinance on the books that requires a 60-day noticing period for historic demolition. She agrees that the community should engage in discussions about historic preservation, but that it should not be done under an emergency ordinance.

City Attorney Matt Johnson gave an overview of the definition of an Emergency Ordinance in the Idaho code. He clarified that it is up to the City Council's discretion to determine if there is an imminent peril, justifying an Emergency Ordinance.

Councilor Hamilton expressed her concern over the loss of historic structures in Ketchum. She indicated that the level of real estate transactions is extremely high and could constitute an emergency. However, she also stated her belief that not all of the buildings in the existing study should be considered historic. She expressed interest in doing three readings of the Ordinance and also expressed openness to an Interim Ordinance. Overall, she expressed support of the Emergency Ordinance.

Councilor Slanetz commented that he doesn't want to see Ketchum's character disappear but acknowledges the difficulty in determining what is considered "historic". He mentioned that he understands the concerns of property owners. He expressed his fear that, by introducing an Emergency Ordinance, we may have created an emergency by giving property owners a sense of urgency that would not have existed otherwise.

Councilor David agrees with Council President Breen. He expressed the need to have this discussion, but that an Emergency Ordinance is not necessary because there is an existing process in place.

Planning & Building Director Suzanne Frick clarified the existing demolition process, which is really a notification period. The City does not currently have authority to deny a demolition application. She explained that this process would allow us to explore definitions of historical significance within our community and to come up with a plan.

Councilor Slanetz expressed support for an Emergency Ordinance with a shorter expiration period of 90 days to prevent a rush of demolition permits. Councilor Hamilton commented on

her desire to do whatever she can to avoid losing one of Ketchum's landmark buildings. She expressed her support for an Emergency Ordinance.

Councilor David brought up his concern with COVID's impact on the public hearing process and expressed his discomfort with passing an Emergency Ordinance tonight.

Motion to waive first and second readings of Emergency Ordinance 1213, as amended by Councilor Slanetz.

***Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.
Voting Yea: Mayor Bradshaw, Councilor Hamilton, Councilor Slanetz
Voting Nay: Council President Breen, Councilor David***

Motion to adopt Emergency Ordinance 1213 and read by title only, with corrections to typos.

***Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.
Voting Yea: Mayor Bradshaw, Councilor Hamilton, Councilor Slanetz
Voting Nay: Council President Breen, Councilor David***

Councilor Hamilton read Emergency Ordinance 1213 by title only, amended to 90 days.

21. ACTION ITEM: Recommendation to Adopt Ordinance 1214 amending Chapter 17.88 of the Ketchum Municipal Code, Floodplain Management Overlay District - Suzanne Frick, Director of Planning and Building - **Continued to November 16, 2020**

Motion to continue item to November 16, 2020.

***Motion made by Councilor Slanetz, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

- EXECUTIVE SESSION

22. Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)

Motion to enter executive session pursuant to Idaho Code 74-206(1)(f).

***Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

- ADJOURNMENT

Motion to adjourn at 7:47pm.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Neil Bradshaw, Mayor

Katrin Sharp, Deputy City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"
 Invoice Detail.Voided = No, Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-3700-3600 REFUNDS & REIMBURSEMENTS			
ROOT, IAN	102720	Return CUP Fee	1,100.00
Total :			1,100.00
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	45.00
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER LLC	1551	Budget Books	960.75
Total LEGISLATIVE & EXECUTIVE:			1,005.75
ADMINISTRATIVE SERVICES			
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	63.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	08183007	Office Supplies	16.78
CHATEAU DRUG CENTER	2293761	Soap	7.58
GEM STATE PAPER & SUPPLY	1035999-01	Paper Supplies	69.57
TREASURE VALLEY COFFEE INC	2160 07025755	Spring Water	23.85
01-4150-4200 PROFESSIONAL SERVICES			
COPY CENTER LLC	1561	Sun Peak Poster	252.00
STERLING CODIFIERS/AMERICA	2732	Supplement Editing - 1173, 1207	2,019.00
CMT ENGINEERING LABORATO	87462	Concrete Spall	3,690.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 10	2087264135 101320	979.33
CENTURY LINK	2087265574 10	2087265574 101320	54.84
SYRINGA NETWORKS, LLC	20OCT0378	20OCT0378	3,000.00
VERIZON WIRELESS	965494438 101	965494438 101020	41.68
VERIZON WIRELESS	965494438 101	965494438 101020	46.68
01-4150-5150 COMMUNICATIONS			
COPY CENTER LLC	1551	Gem Street Door Hangers	54.50
SNEE, MOLLY	2014	October Retainer	3,150.00
01-4150-5200 UTILITIES			
IDAHO POWER	2200749261 10	2200749261 102220	1,227.13
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
WOOD RIVER LOCK SHOP, LLC	15743	Service Call to Adjust Strike	100.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			14,795.94
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120268	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	36.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER LLC	1551	Zoning Maps	222.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
WINDYCITY ARTS, INC.	2020-643	Sandwich Board	360.00
Total PLANNING & BUILDING:			618.00
NON-DEPARTMENTAL			
01-4193-6500 CONTRACT FOR SERVICE			
ECO EDGE	78004	Eco Edge Contract 12/12	1,250.00
01-4193-6601 MASTER TRANSPORTATION PLAN			
HDR ENGINEERING, INC.	1200294543	Master Transportation Plan #15	1,882.65
Total NON-DEPARTMENTAL:			3,132.65
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	27.00
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2010-697610	Face Masks	19.80
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	950852	38950 101520	203.40
01-4194-4200 PROFESSIONAL SERVICES			
ARBOR CARE	CMB373-8	Atkinson-Hemingway Park Tree Care	350.00
ARBOR CARE	CMB386-7	City Corridor Consultation	300.00
01-4194-4210 PROFESSIONAL SERVC-CITY TREES			
ARBOR CARE	CMB386-7	City Corridor Pruning	212.50
ARBOR CARE	CMB386-7	City Corridor Plant Fertilization	950.00
01-4194-5200 UTILITIES			
IDAHO POWER	2201272487 10	2201272487 102020	43.19
IDAHO POWER	2203538992 10	2203538992 102020	71.84
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0127136-IN	Monthly Janitorial Services	4,798.12

Vendor Name	Invoice Number	Description	Net Invoice Amount
WESTERN BUILIDNG MAINTEN	0127136-IN	Disinfectant Services	430.00
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-158622	Tailgate Handle	54.95
RIVER RUN AUTO PARTS	6538-158926	Oil & Oil Filters	253.38
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-158961	Air Elements	76.75
SAWTOOTH WOOD PRODUCTS, I	0000123147	Blade Sharpening	36.00
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2010-692622	Supplies	22.73
A.C. HOUSTON LUMBER CO.	2010-694376	Chainsaw Supplies	32.35
A.C. HOUSTON LUMBER CO.	2010-694749	Cutting Wheels and Bolts	27.66
A.C. HOUSTON LUMBER CO.	2010-694967	Extension Cord	100.89
A.C. HOUSTON LUMBER CO.	2010-695894	Screws	11.49
A.C. HOUSTON LUMBER CO.	2010-696035	Fasteners	3.80
A.C. HOUSTON LUMBER CO.	2010-696649	Black Bucket	36.90
PIPECO, INC.	S3953600.001	Flag Tape	4.90
RIVER RUN AUTO PARTS	6538-158881	Arctic Ban	78.00
Total FACILITY MAINTENANCE:			8,145.65
POLICE			
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2296033	Winter Hat	9.49
SUN VALLEY CLEANERS	10-000970	CSO Uniform Clean and Press	36.85
SUN VALLEY CLEANERS	10-000971	CSO Uniform Clean and Press	31.55
SUN VALLEY CLEANERS	10-000972	CSO Uniform Clean and Press	16.25
SUN VALLEY CLEANERS	10-000973	CSO Uniform Clean and Press	14.00
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 101	965494438 101020	41.68
VERIZON WIRELESS	965494438 101	965494438 101020	41.93
VERIZON WIRELESS	965494438 101	965494438 101020	41.68
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201034	BCSO Law Enforcement Services	118,755.16
Total POLICE:			118,988.59
FIRE & RESCUE			
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	117.00
01-4230-3200 OPERATING SUPPLIES FIRE			
ATCO INTERNATIONAL	10564780	Truck Wash	180.00
ATKINSONS' MARKET	10540297	Coffee	27.54
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	10540297	Coffee	27.54
BOUNDTREE MEDICAL	83802859	Medical Supplies	462.24
BOUNDTREE MEDICAL	83817072	Medical Supplies	48.20
CHATEAU DRUG CENTER	2294444	Dowel Rod	6.04
North American Rescue, LLC	IN475249	Airway Supraglottic	221.93
ST. LUKES HEALTH SYSTEM	IN22691	Medical Supplies	12.27

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	950730	37267 101520	200.22
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	950730	37267 101520	88.28
01-4230-4910 TRAINING EMS			
BINNIE, MELISSA MOLLET	102120	ID EMT License Renewal	25.00
01-4230-4920 TRAINING-FACILITY			
COX WIRELESS	047339201 100	047339201 100720	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
VERIZON WIRELESS	765494480 101	765494480 101320	86.81
COX WIRELESS	027222301 102	027222301 102020	59.72
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
VERIZON WIRELESS	765494480 101	765494480 101320	86.81
COX WIRELESS	027222301 102	027222301 102020	59.71
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBOI1842394	5109 102620	15.02
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
ALSCO - AMERICAN LINEN DIVI	LBOI1842394	5109 102620	15.01
Total FIRE & RESCUE:			1,839.13
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	81.00
01-4310-3200 OPERATING SUPPLIES			
D & B SUPPLY INC.	96940	Mark's Work Boots	159.99
GEM STATE PAPER & SUPPLY	1036607	Paper Supplies	59.24
GEM STATE PAPER & SUPPLY	1036818	Paper Supplies	46.40
RIVER RUN AUTO PARTS	6538-158701	Red Tape	7.18
01-4310-3400 MINOR EQUIPMENT			
NAPA AUTO PARTS	032527	Impact Socket Set	10.27
NAPA AUTO PARTS	032670	Universal Joint	22.99
NAPA AUTO PARTS	032880	Drilling Hammer	47.26
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	950732	37269 101520	975.93
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LOCAL HIGHWAY TECHNICAL A	T2-102320-6	T2 Center Classes	60.00
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 101	365459737 101320	86.36
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 10	2204882910 101220	190.40
IDAHO POWER	2204882910 10	2204882910 101220	183.04
IDAHO POWER	2204882910 10	2204882910 101220	10.24

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2204882910 10	2204882910 101220	19.16
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	033036	Air and Oil Filter	11.28
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	2010-694234	Silicone Dap	17.98
KODIAK AMERICA LLC	004506	Cutter Blades	9,394.64
LES SCHWAB	11700655465	Dump Truck Tires	431.02
NAPA AUTO PARTS	032499	Audio Cable	11.99
NAPA AUTO PARTS	033278	Z Hose End Fittings	106.67
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11834698	5831 092520	49.74
CINTAS FIRST AID & SAFETY	5036063478	First Aid Supplies	161.47
01-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	2010-689428	Concrete	212.78
ECONO SIGNS LLC	10-963349	Signs	300.40
ECONO SIGNS LLC	10-963371	Signs	173.97
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857 10	2201013857 102020	15.18
IDAHO POWER	2203855230 10	2203855230 102020	42.04
IDAHO POWER	2204535385 10	2204535385 102020	31.45
IDAHO POWER	2204773224 10	2204773224 102020	8.90
IDAHO POWER	2204882910 10	2204882910 101220	54.11
IDAHO POWER	2204882910 10	2204882910 101220	111.40
IDAHO POWER	2204882910 10	2204882910 101220	509.30
IDAHO POWER	2207487501 10	2207487501 102020	6.44
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
D & B SUPPLY INC.	80981	Tarps for Salt	503.95
RIVER RUN AUTO PARTS	6538-158937	Arctic Ban	39.00
WALKER SAND AND GRAVEL	815326	Crushed Fines	342.38
WALKER SAND AND GRAVEL	816050	Crushed Fines	339.30
WALKER SAND AND GRAVEL	816050	Road Base	176.38
WALKER SAND AND GRAVEL	818123	Crushed Fines	327.21
WALKER SAND AND GRAVEL	818681	Crushed Fines	306.29
WALKER SAND AND GRAVEL	819369	Crushed Fines	672.12
WALKER SAND AND GRAVEL	820073	Crushed Fines	1,016.18
Total STREET:			17,333.03
RECREATION			
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	36.00
01-4510-3200 OPERATING SUPPLIES			
OHIO GULCH TRANSFER STATIO	164799	Waste	9.00
01-4510-3250 RECREATION SUPPLIES			
IDAHO LUMBER & HARDWARE	838221	Bolts	5.10
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	02930099	Concessions	27.09
ATKINSONS' MARKET	04969341	Concessions	15.62

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	950731	37268 101520	36.47
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 10	2206452274 102020	523.89
Total RECREATION:			653.17
Total GENERAL FUND:			171,381.83
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7180 UNDERGROUNDING			
IDAHO POWER	27563334 1026	7th St. and Washington Alley Engineering	1,824.00
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80616443	contract for computers	236.56
DELL FINANCIAL SERVICES	80616444	computer rentals	1,465.97
Total GENERAL CIP EXPENDITURES:			3,526.53
Total GENERAL CAPITAL IMPROVEMENT FD:			3,526.53
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	63	Monthly Payment per contract	9,166.66
Total ORIGINAL LOT TAX:			9,166.66
Total ORIGINAL LOT FUND:			9,166.66
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4205 PROF SERVICES ENGINEERING			
MATERIALS TESTING & INSPEC	178580 T20007	178580 T200074C Concrete Inspector	597.36
42-4800-7800 CONSTRUCTION			
CORE CONSTRUCTION SERVICES	20-01-006 JV9	20-01-006 JV90 APP 4	362,206.50
Total FIRE FUND EXP/TRNFRS:			362,803.86
Total FIRE CONSTRUCTION FUND:			362,803.86
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	27.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	289878	Office Supplies	21.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11841943	5192 102320	25.60
ALSCO - AMERICAN LINEN DIVI	LBO11841947	5493 102320	52.40
D & B SUPPLY INC.	82777	Uniforms	127.97
PIPECO, INC.	S3949347.001	Blue Marking Paint	66.82
63-4340-3400 MINOR EQUIPMENT			
USA BLUEBOOK	390885	Pocket Thermometer	41.40
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	950734	37271 101520	288.28
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 10	2087268953 101320	57.47
VERIZON WIRELESS	365516521 101	365516521 101320	129.20
VERIZON WIRELESS	965494438 101	965494438 101020	41.68
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 10	2202458903 101920	111.08
IDAHO POWER	2203658592 10	2203658592 102320	8,866.13
IDAHO POWER	2206786259 10	2206786259 101920	31.66
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-158577	Supplies	56.39
RIVER RUN AUTO PARTS	6538-158742	Battery	189.95
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-158992	Arctic Ban	13.00
63-4340-6910 OTHER PURCHASED SERVICES			
MOUNTAIN FIRE SPRINKLER	2004	Annual Fire Sprinkler Inspections	305.00
Total WATER EXPENDITURES:			10,452.03
Total WATER FUND:			10,452.03
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	0761749	Meters	4,678.90
FERGUSON ENTERPRISES, LLC	0761752	Meter Gaskets	14.40
FERGUSON ENTERPRISES, LLC	0761773	Meters	3,715.08
FERGUSON ENTERPRISES, LLC	CM061745	Meter Credit	3,715.08-
64-4340-7802 KETCHUM SPRING WA CONVERSION			
LUNCEFORD EXCAVATION, INC.	11341	Bigwood Condos Leak Service	2,739.80
Total WATER CIP EXPENDITURES:			7,433.10
Total WATER CAPITAL IMPROVEMENT FUND:			7,433.10
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	652151	16531 102620	54.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	289878	Office Supplies	48.84
65-4350-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2010-693282	Gloves	61.96
ALSCO - AMERICAN LINEN DIVI	LBO11841943	5192 102320	25.60
ALSCO - AMERICAN LINEN DIVI	LBO11841945	5292 102320	120.56
ATKINSONS' MARKET	02932341	Distilled Water	11.93
D & B SUPPLY INC.	217315	Uniforms	209.96
D & B SUPPLY INC.	97257	Uniforms	107.97
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	393720	37270 100620	1,055.40
UNITED OIL	950733	37270 101520	373.00
65-4350-3600 COMPUTER SOFTWARE			
GRAYMATTER	SIN015519	Emerson Cimplicity Software	4,509.00
65-4350-3800 CHEMICALS			
CHEMTRADE CHEMICALS US LL	92871405	ALUM Sulfate LIQ STD	5,699.76
65-4350-4200 PROFESSIONAL SERVICES			
GRAYMATTER	SIN015519	Emerson AP Automation	1,442.88
65-4350-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	965494438 101	965494438 101020	24.59
VERIZON WIRELESS	965494438 101	965494438 101020	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 10	2202158701 101320	8,139.14
IDAHO POWER	2202703357 10	2202703357 101920	68.34
IDAHO POWER	2206786259 10	2206786259 101920	31.67
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	033433	Ujoint	60.58
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
CHATEAU DRUG CENTER	2294838	Flash Tape	15.16
NAPA AUTO PARTS	032210	V-Belt	11.99
NAPA AUTO PARTS	033109	Threadlocker Gel	13.99
FIBERGATE COMPOSITE STRUC	10003453	Deep Covered Molded Grating	4,728.00
65-4350-6150 OHIO GULCH REPAIR & REPLACE			
PIPECO, INC.	S3959253.001	PVC Pipe	17.25
Total WASTEWATER EXPENDITURES:			26,871.58
Total WASTEWATER FUND:			26,871.58
Grand Totals:			591,635.59

Vendor Name

Invoice Number

Description

Net Invoice Amount

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No, Yes



City of Ketchum

November 2, 2020

Mayor Neil Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

2021 Ketchum City Council Meeting Dates

Introduction and History

Each year pursuant to Idaho Code § 67-2343(1), the Ketchum City Council establishes the regular City Council meeting dates for the upcoming calendar year.

Recommendation and Motion

"I move to approve Resolution Number 20-027 establishing the dates for all regular City Council meetings for 2021."

Summary of Request

It has been determined that listing all regular meetings to be held in 2021 would be beneficial to the residents of and visitors to the City of Ketchum.

Financial Impact

There is no financial impact.

Sustainability Impact

There is no sustainability impact.

Attachments

Resolution No. 20-027

RESOLUTION NUMBER 20-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR CITY COUNCIL MEETINGS FOR 2021.

WHEREAS, regular meetings of the City Council shall be held on the first and third Mondays of each month at 4:00 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and

WHEREAS, pursuant to Idaho Code §67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2020 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the City Council for 2021 are as follows:

January 4, 2021		July 6, 2021 (Tuesday)
January 19, 2021 (Tuesday)		July 19, 2021
February 1, 2021		August 2, 2021
February 16, 2021 (Tuesday)		August 16, 2021
March 1, 2021		September 7, 2021 (Tuesday)
March 15, 2021		September 20, 2021
April 5, 2021		October 4, 2021
April 19, 2021		October 18, 2021
May 3, 2021		November 1, 2021
May 24, 2021		November 15, 2021
June 7, 2021		December 6, 2021
June 21, 2021		December 20, 2021

This Resolution will be in full force and effect upon its adoption this ___ day of _____, 2020

CITY OF KETCHUM, IDAHO

Neil Bradshaw, Mayor

ATTEST:

Katrin Sharp
Deputy City Clerk



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Consideration of Resolution #20-028, establishing 2021 Ketchum Planning and Zoning Commission Meeting Dates

Recommendation

Recommend that the City Council move to:

Approve Resolution Number 20-028 setting the 2021 regular meeting dates of the Planning and Zoning Commission and authorizing the Mayor to sign said resolution

Introduction/History

Each year the City Council passes a resolution setting the dates for the regular Planning and Zoning Commission meetings.

Current Report

Attached is Resolution Number 20-028 setting the regular Planning and Zoning Commission meeting dates for 2021.

Financial Requirement/Impact

The City of Ketchum fiscal year 2020/2021 budget has appropriated \$17,000 for compensation of Planning and Zoning Commission members for their time and expertise. This budgeted amount is adequate to cover expenses for the Commission in this Fiscal Year.

Attachments

Copy of Resolution 20-028

RESOLUTION NO. 20-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR PLANNING AND ZONING COMMISSION MEETINGS FOR 2021.

WHEREAS, regular meetings of the Planning and Zoning Commission shall be held on the second Tuesday of each month at 4:30 p.m. at Ketchum City Hall unless such date is a holiday, in which case the meeting shall be held on the following Wednesday; and,

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular meetings of the Planning and Zoning Commission to be held in 2021 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Planning and Zoning Commission for 2021 are as follows:

Tuesday, January 12, 2021
Tuesday, February 9, 2021
Tuesday, March 9, 2021
Tuesday, April 13, 2021
Tuesday, May 11, 2021
Tuesday, June 8, 2021

Tuesday, July 13, 2021
Tuesday, August 10, 2021
Tuesday, September 14, 2021
Tuesday, October 12, 2021
Tuesday, November 9, 2021
Tuesday, December 14, 2021

This Resolution will be in full force and effect upon its adoption this 2nd day of November, 2020.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Katrin Sharp
Deputy City Clerk



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicants included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of November 1, 2020 – July 31, 2021, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following businesses has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$450.09 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2020-21</u>	<u>Total Amount of Fees</u>
Frenchman's Gulch				X		11/2/2020	150.03
Paddles Up Poke	X		X			11/2/2020	300.06

Sincerely,
Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>FRENCHMAN'S GULCH LLC</u>	Doing Business As: <u>FRENCHMAN'S GULCH</u>	
Physical Address where license will be displayed: <u>360 9TH ST E #9</u>		
Mailing Address: <u>PO Box 5592 KETCHUM, ID 83340</u>		
Recorded Owner of Property: <u>SMTA LLC</u>		
Applicant Phone Number: <u>208 721 0588</u>	Applicant Email: <u>FRENCHMANSGULCH@GMAIL.COM</u>	
STATE LICENSE NO: <u>21453</u> (copy required)	COUNTY LICENSE NO: (copy required)	
Corporation: <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>STEVE MCCADAM</u> <u>360 9TH ST E #10</u> <u>PO 5592 KETCHUM 83340</u>	
Partnership: <input type="checkbox"/>		
Individual: <input checked="" type="checkbox"/> <u>LHO</u>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?		
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00 <u>150.03</u>
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink, Note; Liquor License Fee includes Wine	\$560.00
Total Fees Due		<u>\$ 150.03</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

[Signature] MEMBER
Applicant Signature Relation to Business

10-22-20
Date

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____.

Kathleen Schwauffenbarger
Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: <u>10 22 2020</u>	License Fee Paid: <u>150.03</u>	License No: <u>489 A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of <u>Nov</u> August 1, <u>2020</u> - July 31, <u>2020</u>.</p>		
<p>Approved by City of Ketchum Idaho by;</p> <p>_____</p> <p>Mayor</p>		

Approval Nov 3, 2020



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Paddles Up Ventures, LLC	Doing Business As: Paddles Up Poké	
Physical Address where license will be displayed: 620 N. Main St. Ketchum, ID suite 2		
Mailing Address: 237 N. 9th St Boise, ID 83702		
Recorded Owner of Property: Ketchum & Mustard, LLC or Michael Brown		
Applicant Phone Number: 208.963.2228	Applicant Email: dan@paddlesuppoke.com	
STATE LICENSE NO: 28613 (copy required)	COUNTY LICENSE NO: 134 (copy required)	
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Don Lanzucci - 237 N. 9th St Boise, ID 83702	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00 150.03
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00 150.03
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink, Note; Liquor License Fee includes Wine	\$560.00
Total Fees Due		\$ 300.06
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

[Signature] President/owner
 Applicant Signature Relation to Business

10/23/20
 Date

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20____.

[Signature]
 Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: <u>10.23.2020</u>	License Fee Paid: <u>300.00</u>	License No. <u>2316A</u>
<p>To the City Council, Ketchum, Idaho: The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of August 1, 2020 <u>Nov</u> July 31, 2020.</p>		
<p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		

Approval Nov 2, 2020



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20551 for placement of snowmelt in the City Right-of-Way.

Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20551 with Cortland and Laura Blackburn."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW

Introduction and History

Laura Blackburn submitted a Right-of-Way Encroachment Permit application for the accessory dwelling (ADU) and garage for 425 N. Canyon Run. The encroachment request is for a subsurface snowmelt system within the City's Right-of-Way on Penny Drive which access the ADU.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Snowmelt systems are not maintained by the City but may be approved through an encroachment agreement.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20551

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20551

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and CORTLANDT BLACKBURN AND LAURA BLACKBURN, (collectively referred to as “Owner”), whose address is PO BOX 1168, KETCHUM, ID 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 425 N Canyon Run (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a snowmelt system within the right-of-way on Penny Drive. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the improvements identified in Exhibit “A” within the public right-of-way of Penny Lane Ketchum, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed under this Agreement, or arising from any negligence of Owner or Owner’s agents, contractors or employees and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or

proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____
Cortlandt Blackburn

By: _____
Neil Bradshaw
Its: Mayor

By: _____
Laura Blackburn

STATE OF _____,)
County of _____) ss.

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Cortlandt Blackburn, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF _____,)
County of _____) ss.

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Laura Blackburn, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

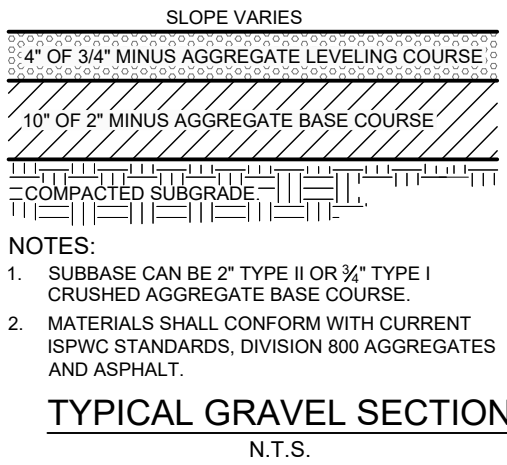
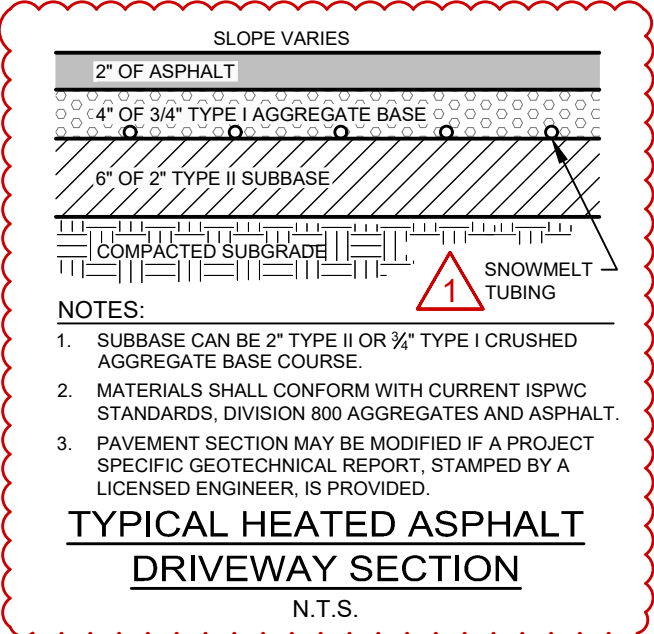
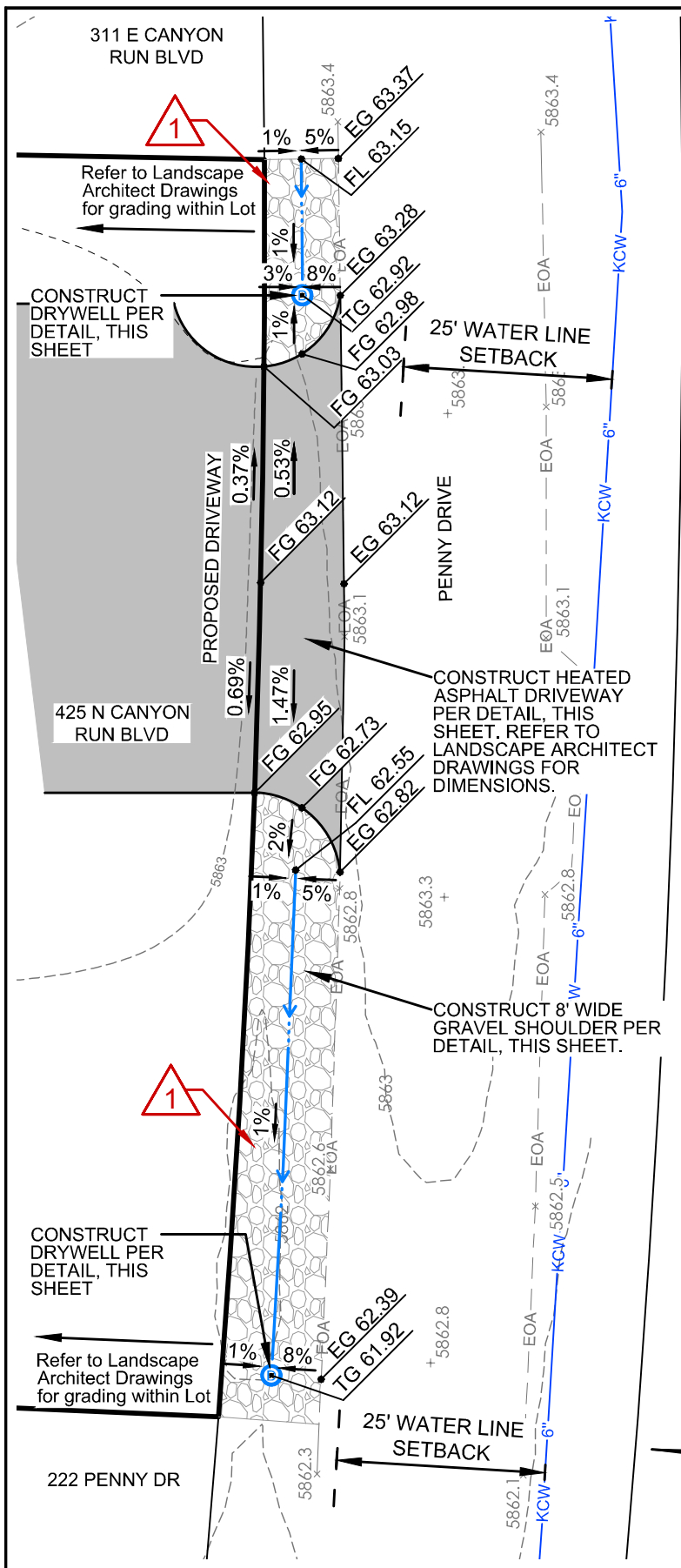
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the City Administrator of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

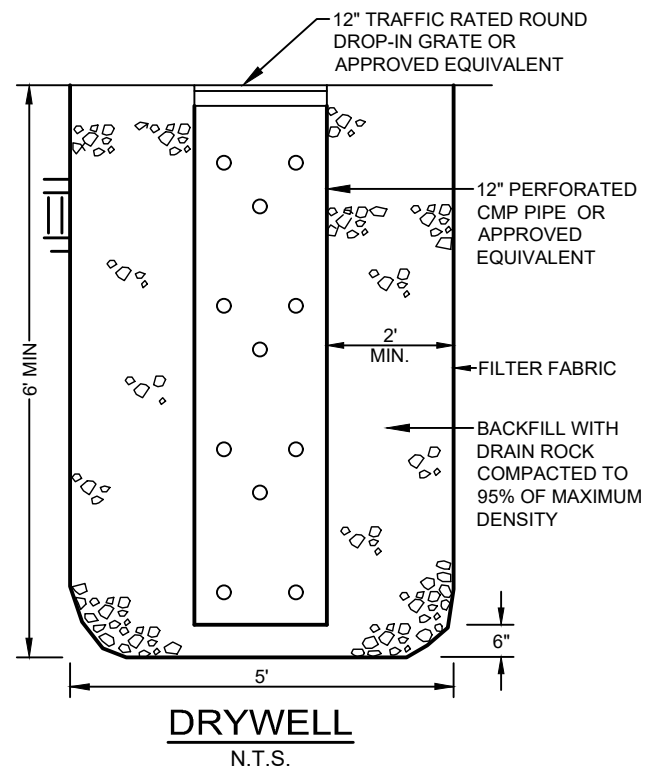
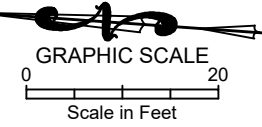
Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"



LEGEND

	Property Line
	Adjoiner's Lot Line
	5' Contour Interval
	1' Contour Interval
	Proposed Flow Line of Ditch
	Edge of Asphalt
	Spot Elevation
	Ketchum City Water Line (6") per Zoning Map
	Proposed Landscape Drywell
	Proposed 1' Contour Interval
	EG = Existing Grade
	FG = Finished Grade
	FL = Flow Line
	TG = Top of Grate
	Proposed Grade
	Proposed Spot Elevation
	Proposed Driveway
	Proposed Gravel Shoulder



CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- UTILITIES WERE NOT LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- BOUNDARY INFORMATION IS BASED ON LANDSCAPE ARCHITECT DRAWINGS.
- GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
- DATUM BENCHMARK IS PER LANDSCAPE ARCHITECT DRAWINGS.

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..

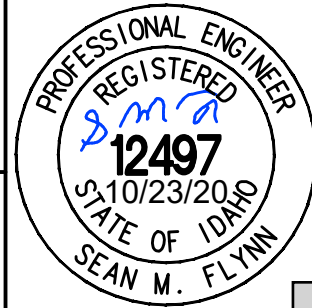
REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	10/23/20	SMF	Add heated asphalt & widen gravel shoulder from 8' wide to R/W.

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705
email: galena@galena-engineering.com

DESIGNED : CT
CHECKED : SMF
DETAILED : CT
SCALES SHOWN ARE FOR 11" x 17" PRINTS ONLY

DRAINAGE PLAN FOR LOT 23A, SUN VALLEY SUBD. 425 N. CANYON RUN BLDV.
WITHIN S 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR GARDEN SPACE DESIGN

PROJECT INFORMATION
P:\sdsproj\7891\dwg\Construction\7891_grading.dwg 07/09/20 3:18:11 PM





City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20553 for placement of pavers, snowmelt, drought tolerant landscaping and subsurface drip irrigation in the City Right-of-Way at 154 Irene Street.

Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20553 with 154 Irene Street LLC."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW

Introduction and History

Garden Space Designs submitted a Right-of-Way Encroachment Permit application on behalf Ali Long for a paver driveway, subsurface snowmelt system, and subsurface drip irrigation system within the City's Right-of-Way at 154 Irene Street.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Pavers, snowmelt systems, and subsurface drip irrigation systems are not maintained by the City but may be approved through an encroachment agreement.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20553

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20553

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and MAUD ALISON LONG, (collectively referred to as “Owner”), whose address is PO BOX 5681, KETCHUM, IDAHO 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 154 Irene Street (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a paver driveway, snowmelt system, and subsurface irrigation system and drought tolerant planting within the right-of-way on Irene Street. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install and maintain the improvements identified in Exhibit “A” within the public right-of-way of 154 Irene Street, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense. Only drought tolerant landscaping may be installed within the right of way.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed under this Agreement, or arising from any negligence of Owner or Owner’s agents, contractors or employees and from and against all costs, attorney’s fees, expenses and liabilities incurred in

the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

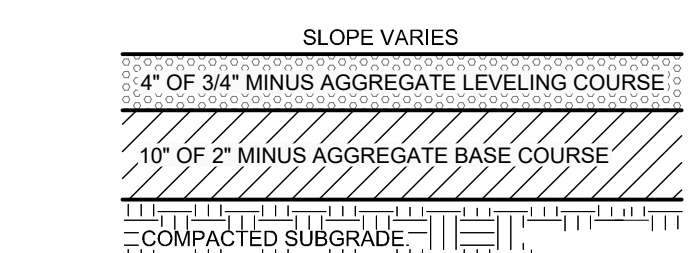
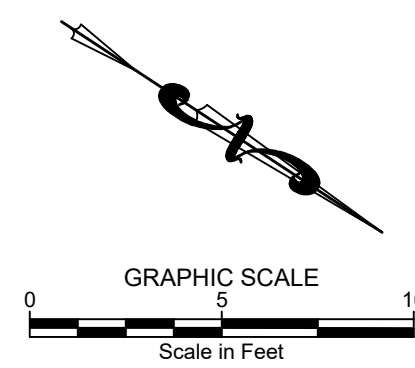
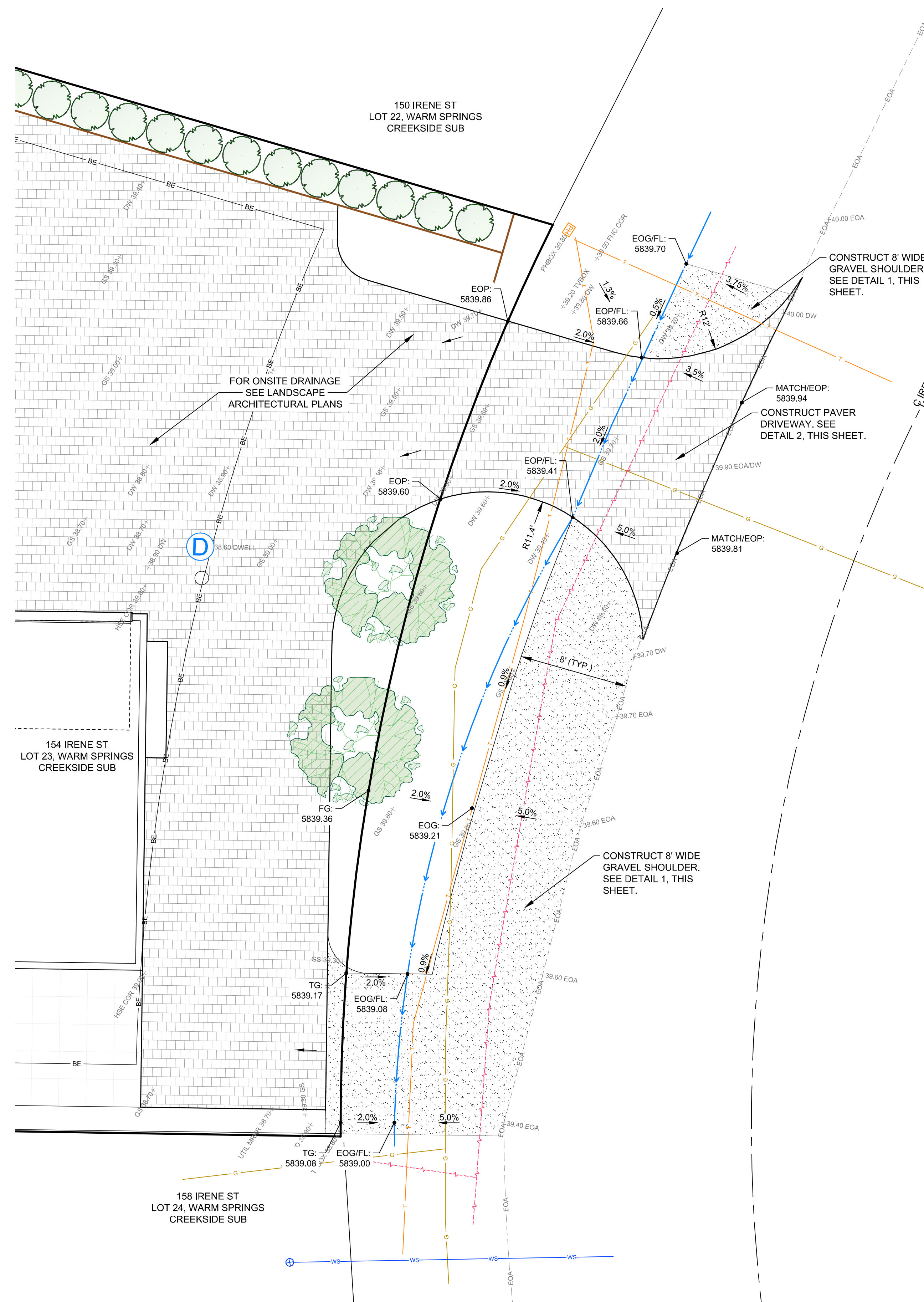
10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

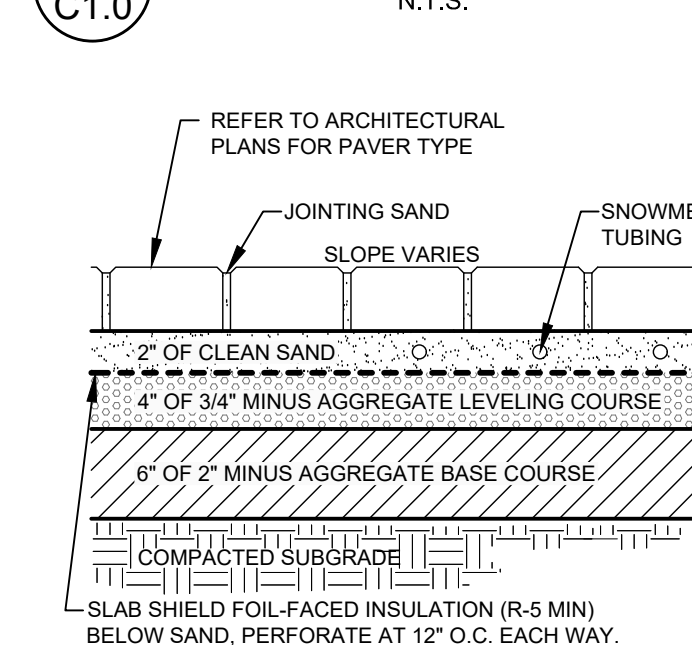
12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT "A"

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



NOTES:
 1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 2. MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY ALPINE ENTERPRISES, INC. DATED 7/2/2020.

IRRIGATION NOTES for R.O.W.

- IRRIGATE ALL DISTURBED AREAS WITHIN THE R.O.W. WITH UNDERGROUND AUTOMATIC SPRINKLER SYSTEM.
- DRIP ZONES SPECIFIC TO THE R.O.W. WILL BE SEPARATE FROM OTHER ZONES ON SITE AND WILL BE CONFIGURED TO AVAILABLE WATER PRESSURE AND FLOW AS WELL AS SOIL AND VEGETATION REQUIREMENTS.
- ALL R.O.W. NATURAL GRASS AREAS TO BE ZONED SEPARATELY FROM PERENNIAL, SHRUB AND TREE VEGETATION TYPES.
- REFER TO PLANTING PLAN FOR SPECIFIC PLANT VARIETY.
- REFER TO THE IRRIGATION PLAN IF APPLICABLE.
- IRRIGATE WITH 1/2" DIAMETER DRIP PIPE WITH INLINE EMITTERS SPACED 18 INCHES; NETAFIM OR SIMILAR PLACED IN A GRID PATTERN.

LEGEND

- Subject Boundary
- Street Centerline
- Adjoiners Lot Line
- EOA = Edge of Asphalt
- BE = Minimum Setbacks per GR-L
- Water Service per Digline
- Underground Power per Digline
- Underground Comm per Digline
- Gas per Digline
- Water Valve
- DWELL = Dry Well
- TVBOX = Cable Pedestal
- PHBOX = Communications Pedestal
- PBBOX = Power Transformer
- GS = Ground Shot/Spot Elevation
- FL = Flowline of Borrow Ditch
- GR = Gravel Shoulder
- PD = Paver Driveway
- EOP = Edge of Pavers
- EOG = Edge of Gravel
- TG = Top of Gravel
- Vegetation, see Landscape Plan
- Proposed Grade
- Proposed Spot Elevation

PURPOSE: RIGHT-OF-WAY GRADING AND DRAINAGE PLAN
NO. DATE BY REVISIONS
 C1.0

DESIGNED BY
CT
DRAWN BY
SMF
CHECKED BY

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 768-1705
 email: galena@galena-engineering.com

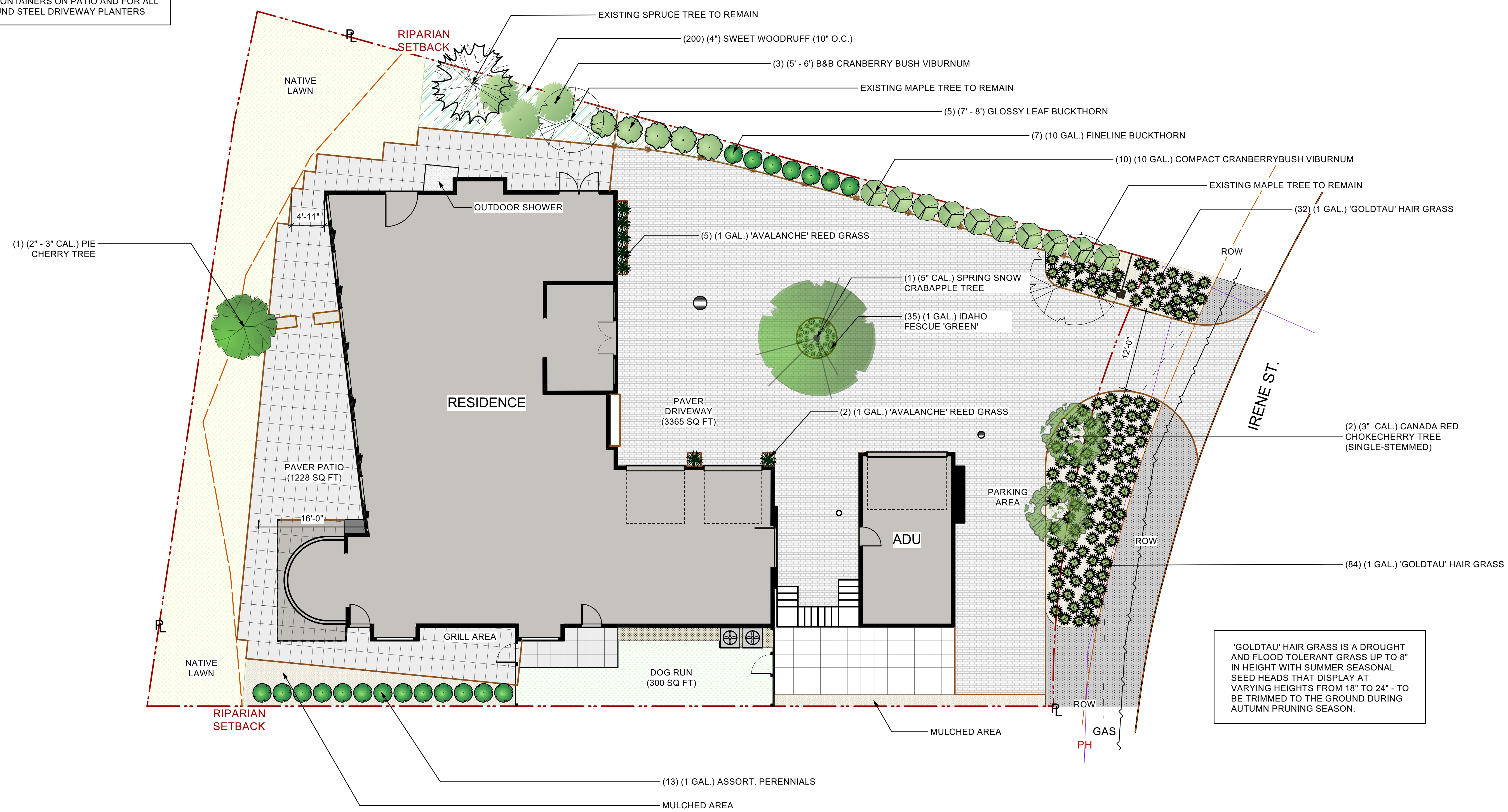
PROFESSIONAL ENGINEER
 REGISTERED
 12497
 STATE OF IDAHO
 SITE OF IDAHO
 SEAN M. FLYNN

PROJECT INFORMATION
 P:\sub\893\893-01\eng\Construction\893-01_Constr.dwg 10/6/20 7:11:56 AM

154 IRENE ST LOT 23, WARM SPRINGS CREEKSIDE SUBDIVISION
 155 IRENE ST LOT 22, WARM SPRINGS CREEKSIDE SUB
 158 IRENE ST LOT 24, WARM SPRINGS CREEKSIDE SUB
 WITHIN S11, T. 4N., R. 17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR ALL LONG

DATE	10.13.2020
REVISED	
PROJECT #	GSD 327.20
All ideas & designs appearing herein shall not be duplicated or otherwise used without the written consent of garden space design.	
SCALE	1/8"=1'-0"

PROVIDE DRIP IRRIGATION FOR 2 RAISED STEEL CONTAINERS ON PATIO AND FOR ALL IN-GROUND STEEL DRIVEWAY PLANTERS

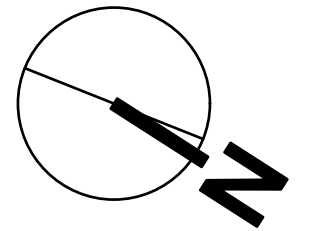


LONG RESIDENCE
154 IRENE STREET KETCHUM, IDAHO
PLANTING PLAN

PAGE #

**garden
space
design**

101 EAST BULLION ST. SUITE 2J
HAILEY, IDAHO
208.720.7210
gardenspacedesigns.com





City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Amendment No. 1 to Contract #20480 Art on Fourth Artist Loan Agreement

Recommendation and Summary

Staff is recommending Council approve an amendment to Contract #20480, the artist loan agreement for the Art on Fourth exhibition.

"I move to approve Amendment No. 1 to Contract #20480, the Art on Fourth Artist Loan Agreement, with Rudi Broschofsky."

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission would like to see this year's Art on Fourth Exhibit remain in place through the winter.
- The artist, Rudi Broschofsky, lives locally and has agreed to leave the piece installed through the winter.
- The Ketchum Arts Commission was created by the City of Ketchum in 2007 with the objective of integrating arts and culture into the community's life.

Introduction and History

The Art on Fourth public sculpture display is in its twelfth year. In past years, Art on Fourth has included the exhibition of three to four sculptures along the Fourth Street Heritage Corridor. This year, due to budget cuts eliminating funding from Art on Fourth, the Ketchum Arts Commission unanimously voted to use the balance of its miscellaneous donations fund, totaling \$1,250.00, to apply towards the exhibition of one sculpture. The KAC applied for and received a matching grant from the Idaho Commission on the Arts to reach the full honorarium amount of \$2,500.00. The piece the KAC chose for display was *The Roper*, by local artist Rudi Broschofsky. The KAC would like to see the piece remain in place for the winter and the artist agreed. Art on Fourth sculptures have remained through the winter in past years.

Financial Impact

There is no new financial requirement or impact.

Sustainability Impact

There is no sustainability impact.

Attachments:

Amendment No. 1 to Contract #20480

**Amendment No. 1 to
Artist Loan Agreement #20480
Rudi Broschofsky**

THIS AMENDMENT to Agreement 20480 is made and entered into this ____ day of _____, 2020, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and Rudi Broschofsky (“Owner”).

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner has installed a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner continued permission display the work of art in the public right-of-way because such public display of art will promote the public health and welfare of the City of Ketchum.

NOW, THEREFORE, on the basis of the foregoing recitals the parties agree as follows:

1. Section 4 of the agreement is deleted in it’s entirety and replaced with the following:
 4. Term and Display Period. The term of this Agreement shall run from June 30, 2020 until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until ~~November 1, 2020~~ a mutually determined date (the “Display Period”). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any or no reason upon seven days’ notice to the other Party.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Neil Bradshaw
Mayor

By: _____
Its: _____

ATTEST:

Katrin Sharp
Deputy City Clerk



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract 20555 For Emergency Medical Service with Blaine County Ambulance District

Recommendation and Summary

Staff is recommending the council approve Contract 20555 with Blaine County Ambulance District by adopting the following motion:

"I move to approve Contract 20555 and authorize the Mayor to sign the agreement."

The reasons for the recommendation are as follows:

- The Blaine County Ambulance District has contracted the City of Ketchum to provide EMS and ambulance service for many years as the ambulance service for the north part of Blaine County.

Introduction and History

The City of Ketchum has operated the ambulance service for Northern Blaine County for many years. The Blaine County Ambulance District provides the vehicles and major equipment, along with funding for the EMT's and paramedics.

Analysis

This agreement is to continue providing that service to the ambulance district. The Ambulance District would provide \$1,199,265 for that service.

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

This contract represents an increase of 3% in the funds provided to the city by the ambulance district over FY2020.

Attachments

Attachment A: Contract 20555

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT entered into the ___ day of _____, 2020, by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter "Blaine County"), and the CITY OF KETCHUM, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to provide ambulance and emergency medical service (collectively referred to as "EMS Service") to serve the area within Blaine County and to determine the manner in which that service shall be operated and, if deemed appropriate, to enter into agreements to provide such EMS Service for Blaine County; and,

WHEREAS, Blaine County has been divided into two (2) ambulance service districts – northern and southern. The northern district comprising all of the area of Blaine County north of the intersection of State Highway 75 and the Big Wood River, directly south of Greenhorn Gulch to the Custer County Line and the southern district comprising all of Blaine County south of the aforementioned intersection; and,

WHEREAS, in 2000 it was determined in a comprehensive emergency medical services plan (the "EMS Plan") the need for Blaine County to develop a model EMS delivery system to address the continued expansion of the service needs and that would fund and sustain a higher level of EMS Service for the citizens and guests of Blaine County. The EMS Plan included an operational plan for the City of Ketchum Fire Department in the northern district and Wood River Fire Protection District in the southern district to move forward in providing a higher level of EMS Service as their resources allow; and,

WHEREAS, it was advantageous to both Blaine County, and for the City of Ketchum from both a financial and service standpoint for Blaine County to enter into an Agreement with the City of Ketchum to provide EMS Service to the northern district; and,

NOW, THEREFORE, IT IS HEREBY MUTALLY AGREED between the parties as follows:

1. Level of Service: During the term of this Agreement, the City of Ketchum agrees to provide and maintain paramedic level EMS Service licensed by the State of Idaho Department of Health and Welfare EMS Bureau as advanced life support level two ("ALS Level 2") for the treatment and transport of patients from the northern district of Blaine County twenty-four (24) hours per day, seven (7) days per week.
2. Services Provided: Paramedic level EMS Service shall be provided under the terms and

conditions contained herein:

3.

- 3.1 In providing paramedic level EMS Service to the northern district of Blaine County twenty-four (24) hours per day, seven (7) days a week, the City of Ketchum shall respond to emergency medical service (“EMS”) incidents with one (1) fully equipped ALS Level 2 licensed ambulance with a minimum of one (1) certified paramedic/firefighter and one (1) certified emergency vehicle operator/firefighter for the entire duration of the first EMS incident. In the event that additional emergency or non-emergency calls for EMS Service in the northern district are requested at any time during the duration of the first EMS incident, the City of Ketchum agrees to make every effort to provide EMS Service to all other emergency medical calls with a licensed back-up ambulance and appropriately certified EMS personnel providing a minimum of basic life support (“BLS”) treatment and transport, when appropriately certified personnel are available and resources allow.
- 3.2 EMS Services provided are subject to the operational needs of the northern portion of Blaine County and the needs of the City of Ketchum. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to the southern district of Blaine County and other areas in the same manner in responding to emergency and non-emergency events and the needs of existing Mutual Aid Agreements.
- 3.3 City of Ketchum personnel (and ambulance) responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the City of Ketchum and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department (KFD) standard operating guidelines. Notwithstanding, City of Ketchum personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards and other safety standards.
- 3.4 As provided by law, the Chief or Officer of the City of Ketchum Fire Department in charge at the scene of an emergency involving the protection for life or limb, shall have the authority to direct such operation as may be necessary to perform appropriate rescue operations consistent with the National Incident Management System (NIMS), Wood River Mutual Assistance Agreement and the Blaine County Emergency Operations Plan.
- 3.5 The City of Ketchum shall provide emergency medical transport from EMS incidents in the northern district of Blaine County to St. Luke’s Wood River Medical Center located in the northern district of Blaine County.
- 3.6 The City of Ketchum may provide the transfer of patients from St. Luke’s Wood River Medical Center to the patient’s home, or other destinations, when appropriately certified volunteer or off-duty personnel are available and as resources allow, on a rotating basis with the southern district, recognizing that minimum staffing for local EMS response shall be a priority. St. Luke’s may call upon the City of Ketchum or Wood River Fire and Rescue when Air St Luke’s Ketchum and St. Luke’s Magic Valley responders are otherwise unavailable because of other patient emergencies. City of Ketchum agrees to provide a minimum staffing of one (1) certified emergency vehicle operator/firefighter and one (1) certified EMS provider for the appropriate level of patient care up to ALS-2 for routine transfers. No more than one

(1) patient transfer by ambulance to destinations outside of Blaine County shall be approved at the same time recognizing the need for available ambulances and staffing in Blaine County. As it pertains to extreme weather conditions and other difficult circumstances, the safety of the crew members and the patient being transferred shall be the number one priority at all times with the final decision approving the transfer determined by the City of Ketchum Fire Chief or the City of Ketchum Fire Department shift officer in the Fire Chief's absence.

3.7 The City of Ketchum shall supply equipment and provide the following technical rescue services that are normally performed in the scope of fire department operations: vehicle extrication, swift water rescue, cold water rescue, high and low angle rope rescue.

3.8 The City of Ketchum shall supply equipment and provide backcountry rescue and winter rescue services that are normally performed in the scope of search and rescue operations. When requested, the City of Ketchum shall provide medical support and stand-by to Blaine County Search and Rescue when the condition of a lost person is unknown.

3.9 When requested, the City of Ketchum may provide EMS stand-by coverage for special events when appropriately certified volunteer or off-duty personnel are available and resources allow.

4. Compliance with Laws and Accreditation: The City of Ketchum will comply with all Federal, State, County, and local statutes, regulations, or ordinances in its provision of the EMS Service described within this Agreement, and to maintain its current ambulance license issued by the State of Idaho EMS Bureau. The City of Ketchum agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by Blaine County during regular business hours.

5. Communications: Communications capabilities shall be maintained between the City of Ketchum base stations, its ambulances and personnel on incidents and Blaine County Communications ("Comm.") provided under the Consolidated Emergency Communications Services Agreement. The City of Ketchum shall also maintain and operate State of Idaho EMS channels F1 and F2 in its radio communications equipment.

6. Medical Supervision: The City of Ketchum shall utilize the Physician Medical Director under contract with Blaine County agreed upon by the City of Ketchum and in compliance with the State of Idaho. City of Ketchum personnel shall follow the EMS protocols established by the controlling medical director or their designee. The City of Ketchum further agrees to adhere to, as a minimum standard, the State of Idaho EMS Bureau Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Blaine County Physician Medical Director.

7. Training: The City of Ketchum shall provide sufficient EMS training of personnel and continuing education (CE) of personnel at the current levels in compliance with State of Idaho EMS Bureau standards.

8. Equipment: During the term of this agreement, Blaine County shall provide the City of

Ketchum three (3) ambulances, three (3) Zoll Heart Monitors and accessory equipment as well as other approved capital purchases which will remain the property of Blaine County. All ambulances and equipment purchased by Blaine County during the term of this agreement shall be in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau for the treatment and transport for Advanced Life Support (ALS) under the approved replacement schedule of Blaine County. The City of Ketchum shall provide an updated inventory list "Exhibit A" of all vehicles and equipment owned by Blaine County that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).

8.1 The City of Ketchum shall be responsible for the routine maintenance of all EMS Service vehicles and equipment including rescue and extrication equipment. All vehicles and equipment shall be kept in sound operating condition, and maintained, operated, and equipped in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau as complying with their minimum licensing standards, within the budgeted amounts provided by Blaine County.

9. Records Management System: The City of Ketchum shall maintain a record of each incident in compliance with national standards and the State of Idaho EMS Bureau.

10. Total Quality Management Program: The City of Ketchum shall maintain a Total Quality Management Program including but not limited to administrative management, financial management, educational standards administration (current and continuing) and both internal and external monitoring of services provided and shall provide quarterly reports of said Program to the Blaine County Ambulance District Board (hereinafter "the Board").

11. Insurance: The City of Ketchum shall provide the level of insurance noted in "Exhibit B" on all apparatus, equipment and personnel during the term of this Agreement.

12. Independent Contractor: Notwithstanding any language to the Contrary contained in this Agreement, the City of Ketchum is acting as an independent contractor and not an employee or agent of Blaine County.

13. Compensation:

13.1 For the furnishing of said EMS Service, the City of Ketchum shall receive from Blaine County, as a base fee, the sum of ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARDS (\$1,199,265.00) for the fiscal year 2021, payable in monthly installments of NINETY-NINE THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$99,938.75) on the 20th day of each month commencing October, 2019. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.

13.2 Prior to the commencement of each annual renewal period, the parties shall negotiate in good faith the annual base fee. Blaine County shall pay City of Ketchum for the furnishing of said EMS Service during the renewal period.

14. Fees for Service: In addition to said base fee to be received from Blaine County, the City of Ketchum shall charge patients for services rendered in accordance with the amounts scheduled in the most recent Blaine County Resolution regarding Emergency Medical Service User and Supplies fees. The fees charged the patient for services rendered shall be collected and retained by the County.

15. Budget: The City of Ketchum shall submit an annual budget to the Board of Commissioners for the Ambulance District of Blaine County by the first day of July each year for the operation of the EMS Service, as well as its anticipated revenue and expenses for the coming year as required by Idaho law, from which the Agreement fee for the coming budget year will be negotiated.

16. Term:
16.1 This Agreement may be terminated by either party upon the giving of ninety (90) days written notice prior to June 1 of any calendar year; provided, however, that this Agreement is subject to immediate termination on written notification by Blaine County for the failure of the City of Ketchum to provide equipment, personnel or service in accordance with the terms of the Agreement. Upon termination of this Agreement, it is understood by the parties that any and all property, apparatus and equipment owned or purchased by either party before or during the term of this Agreement shall remain the sole property of the acquiring party.

16.2 This Agreement shall commence on October 1, 2020, and shall run one (1) year, ending at midnight on September 30, 2021.

17. Assignment:
17.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of Blaine County.

17.2 This Agreement constitutes the sole understanding of the parties. Any and all verbal and/or oral agreements are hereby merged into this Agreement. Any subsequent modification of this Agreement must be in writing.

IN WITNESS WHEREOF, Blaine County has caused its name and seal to be subscribed and affixed hereto, pursuant to resolution of the Board of County Commissioners of Blaine County and the City of Ketchum has hereunto caused its name and the Mayor's signature to be affixed pursuant to authorization by the City of Ketchum City Council.

BLAINE COUNTY AMBULANCE DISTRICT BOARD

JACOB GREENBERG, CHAIR

ANGENIE MCCLEARY

DICK FOSBURY

ATTEST:

JOLYNN DRAGE, CLERK

CITY OF KETCHUM

NEIL BRADSHAW
MAYOR

ATTEST:

KATRIN SHARP, DEPUTY CLERK

Exhibit A
Capital Equipment Inventory

VEHICLE INVENTORY:

2009 Ford Type 1 Ambulance	VIN # 1FDWF37R09EA25958
2015 Chevrolet Type 1 Ambulance	VIN# 1GB3KZCG1FF120193
2018 Ford Type 1 Ambulance	VIN# 1FDRF3HT4KDA05236

EQUIPMENT INVENTORY:

Ambulance 21 Zoll X Series Sure Power II Manual Defibrillator Serial #AR18I034684
Ambulance 22 Zoll X Series Sure Power II Manual Defibrillator Serial #AR18I034668
Ambulance 23 Zoll X Series Sure Power II Manual Defibrillator Serial #AR18I034677

For Blaine County
Ambulance District

For The
City of Ketchum

Jacob Greenberg
Blaine County Ambulance District Chair

Neil Bradshaw
Mayor

EXHIBIT B

Insurance

- A. The City of Ketchum, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Blaine County does not represent that coverage and limits are necessarily adequate to protect the City of Ketchum.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to Blaine County prior to the start date of the project. All certificates must be signed by an authorized representative of the City of Ketchum's Insurance carrier and must state that the issuing company, its agents, or representatives will provide Blaine County thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Blaine County within thirty (30) days after the effective date of the renewal.
- C. Certificates shall be mailed to:
- Blaine County Administrator
206 First Avenue South, Suite 300
Hailey, Idaho 83333
- D. Certificates must show evidence of the following minimum coverages:
1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
 2. **Employers' Liability** insurance providing limits of liability in the following amount:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.
 3. **Commercial General Liability** insurance providing limits of liability in the following amounts:
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Second Option Year on Contract #20279 with Big Wood Landscape for Snow Removal Services

Recommendation and Summary

Staff is recommending Council approve the second option year on contract 20279 with Big Wood Landscape and adopt the following motion:

"I move to approve the second option year on Contract #20279 with Big Wood Landscape for Snow Removal Services."

The reasons for the recommendation are as follows:

- Bigwood Landscaping is capable of doing all the required work and complying with city rules.
- Big Wood Landscape has satisfactorily performed the work in the past and there is one option year remaining on the contract.

Introduction and History

Each year the city contracts with a company to remove snow and ice on city-owned sidewalks throughout the city. The city is responsible for snow and ice removal on sidewalks surrounding the Ore Wagon Museum at East Avenue and 5th Street (including pathway and stairs to museum and Bonning Cabin), sidewalks surrounding 2nd Street and Washington Avenue public parking lot, walking paths in Ketchum Town square, sidewalks surrounding the Cimino Memory Park at 6th Street and Main Street, sidewalks and stairways surrounding the 6th Street and Leadville Avenue public parking lot, and sidewalks along Ketchum Town Plaza from 4th Street to Sun Valley Road. The contractor will also be utilized to push snow into 4th Street on big storms.

Analysis

In accordance with State and City purchasing policies, on October 15, 2018, an Invitation for Bid (IFB) was publicly posted and sent out to three landscape firms in the valley seeking bids for snow and ice removal. Bigwood Landscape submitted the only bid, which was opened publicly on Friday October 19, 2018. The City Council approved the original contract on November 5, 2018, and it contained two option years. Staff believes they will continue to deliver timely snow removal services and is recommending the approval of the second option year.

Sustainability Impact

There is no sustainability impact arising from this action.

Financial Impact

The FY 21 facilities maintenance division budget includes a line item for professional services and this will be funded from that account.

Attachments

- Attachment A: Big Wood Landscape Snow Removal Rate Sheet



Snow Contract For 2020-2021 Season

HOURLY RATES

Snow Staking-Fiberglass Stakes (labor Included)	\$3 per stake
Handwork (i.e. shoveling, de-icing, etc.)	\$50
Walk-Behind Snow Blower	\$60
Roof Shoveling	\$70
Tracked Snow Blower/Loader (Dingo)	\$100
Plow Truck	\$105 (\$70 minimum)
Loader with Blower Attachment	\$150 (\$95 minimum)
Sanding Truck (using a sand/ice melt mixture)	\$105 plus materials
Removal of Roadway Snow Berms	\$35 per occurrence

Standard Policies

Our standard residential removal frequency is three inches (3”) or greater. We are not responsible for gravel on lawns and/or general sod, pavers, or blacktop damage. Our standard commercial removal frequency is zero tolerance to prevent ice and snow build-up (bare surface). In Ketchum, this is required by the municipality.

Except in the case of minimum charges, all account billings will be in fifteen (15) minute increments, which includes travel time. **All invoices are due within 30 days of the billing date.** After that any unpaid balance will be assessed a 2.00% finance charge per month. Big Wood Landscape reserves the right to terminate this contract if payments are not received in a timely manner.

Plow Trucks & Equipment

Specific equipment used to clear driveway and/or roads will be determined by Big Wood Landscape. Route drivers typically begin their shift by 4:00AM. In an incidence of extra heavy snowfall or consecutive storms, we may be able to return to the property twice in one day. **Year-round customers of Big Wood Landscape are given priority.**

Hand Labor

Unless previously arranged, equipment operators removing driveway snow are not scheduled to provide handwork for entries, walkways, or garage doors. Typically, this will be completed by a separate crew after plowing is complete.

 Yes, please provide hand labor for entries, paths, walkways, and garage doors.

Roof Shoveling

Roof shoveling is only by costumer request and is scheduled on non-snow removal days.

Client Name (printed)

Mailing or E-Mail Address

Signature

Physical Address of Service



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Enter into Contract #20549 For Policing Services with Blaine County Sheriff's Department

Recommendation and Summary

Staff is recommending the council approve the annual contract with the Blaine County Sheriff's Department and adopt the following motion:

I move to authorize the Mayor to sign Contract #20549 with the Blaine County Sheriff's Department.

The reasons for the recommendation are as follows:

- Ketchum has historically contracted with the Sheriff's Department for city policing services
- The necessary funding was approved in the FY21 adopted budget

Introduction and History

The City contracts with the Blaine County Sheriff's Department for all policing services with the exception of Parking and Code Enforcement Services. Attached a strikethrough version of the FY20 contract/JPA proposed for FY21 by the Sheriff's Department.

Sustainability

No impact.

Financial Impact

The cost for services is \$1,427,800, the Fiscal Year 2021 approved budget has necessary funding for the proposed services.

Attachment:

Proposed Contract #20549

JOINT POWERS AGREEMENT BETWEEN
BLAINE COUNTY AND THE CITY OF KETCHUM
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this ____ day of _____, ~~2019~~2020, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the “County”) and the City of Ketchum, Idaho, (referred to herein as the “City” or “Ketchum”).

WITNESSETH

WHEREAS, the Blaine County Sheriff’s Office, (referred to herein as the “BCSO”), the County, and the City, each support unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as “BCSO Law Enforcement Services”).

1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:

- a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents’ and business complaints and calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Investigation of crimes, infractions, and misdemeanors;
- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
- f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank ~~Captain~~ Lieutenant for BCSO), and ~~ten-nine~~ ~~(+0)(9)~~ additional full-time law enforcement deputies and one (1) full-time administrative person, consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement deputies will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement deputies shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO deputies assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO units ~~in case of emergency~~. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.

~~d.~~ Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.

~~d.e.~~ All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.

~~e.~~ Certain vehicles operating in Ketchum under this Agreement shall have graphics with Ketchum identification. These vehicles shall be operated by the BCSO employees assigned to work primarily within the City of Ketchum. All signage, stationary, phone answering messages, and similar items shall identify the City as well as the BCSO. Any change in the graphic scheme of vehicles used for Ketchum law enforcement shall be approved by the Mayor.

~~f.~~ BCSO shall follow its officer response policy concerning the use of Ketchum assigned BCSO employees and Ketchum owned equipment outside of the City.

~~g.f.~~ BCSO will continue to maintain a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO deputies in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.

~~h.g.~~ In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).

~~i.h.~~ Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to hire BCSO employees who were assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees.

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enforcement issues within the City, and with regard to long-range law enforcement planning for the City.

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- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
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The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Accrued Liabilities: Ketchum agrees to reimburse County for any and all accrued liabilities County pays as a result of the termination of this agreement. Payment is due and payable upon 30 days after the termination date.

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- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.
- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO’S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City’s annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of ~~\$1,483,049~~1,427,800.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.
- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of ~~\$1,483,049~~1,427,800 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, ~~2019~~2020. The agreement period shall continue until September 30, ~~2020~~2021, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, ~~2020~~2021, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho
c/o City Clerk
P.O. Box 2315
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff

1650 Aviation Dr.
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners
206 First Avenue South, Suite 300
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
 - Exhibit A: BCSO Staffing Chart
 - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: _____
Neil Bradshaw, Mayor

Attest: _____
Katrin Sharp ~~Robin Crotty~~, Ketchum Deputy City Clerk

Blaine County Sheriff's Office

By: _____
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

By: _____
Jacob Greenberg, Chairman

By: _____
Angenie McCleary, Vice Chairman

By: _____
Dick Fosbury, Commissioner

Attest: _____
JoLynn Drage, Blaine County Clerk

JOINT POWERS AGREEMENT BETWEEN
BLAINE COUNTY AND THE CITY OF KETCHUM
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this ____ day of _____, 2020, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the “County”) and the City of Ketchum, Idaho, (referred to herein as the “City” or “Ketchum”).

WITNESSETH

WHEREAS, the Blaine County Sheriff’s Office, (referred to herein as the “BCSO”), the County, and the City, each support unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as “BCSO Law Enforcement Services”).

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- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
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- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

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The following support services shall be provided by the BCSO:

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The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

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- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line

item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.

- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO'S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City's annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,427,800.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion

and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.

- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of \$1,427,800. for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2020. The agreement period shall continue until September 30, 2021, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, 2021, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.

- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County

Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho
c/o City Clerk
P.O. Box 2315
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff
1650 Aviation Dr.
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners
206 First Avenue South, Suite 300
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement

shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
 - Exhibit A: BCSO Staffing Chart
 - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: _____
Neil Bradshaw, Mayor

Attest: _____
Katrin Sharp, Ketchum Deputy City Clerk

Blaine County Sheriff's Office

By: _____
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

By: _____
Jacob Greenberg, Chairman

By: _____
Angenie McCleary, Vice Chairman

By: _____
Dick Fosbury, Commissioner

Attest: _____
JoLynn Drage, Blaine County Clerk



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion and Action on Expansion of Winter Parking Pilot Effort

Recommendation and Summary

Staff is requesting direction regarding the expansion of last year's winter overnight parking pilot program.

1. "I move to waive the first and second reading of Ordinance #1215"
2. "I move to adopt Ordinance #1215 and read by title only"

The reasons for the request are as follows:

- Enable residents and visitors additional parking options to decrease instances of driving under the influence.
- Decrease the financial impact to those who get towed and make it more convenient to retrieve their vehicle.
- With increased positive COVID rates and potential further indoor gathering regulations, it is important to aid businesses with additional curbside pickup locations.

Introduction and History

Winter Parking Regulations

City code currently prohibits overnight parking in the downtown core to allow for safe and efficient removal of snow. Historically, those who violated this law had their vehicles towed to an impound lot. The average annual total number of tows has been between 50-60. The owner of the vehicle would be charged \$250 and then coordinate with tow operator to retrieve vehicle from secured tow lot. There was an additional \$50 daily charge for storage.

Last year the city started a pilot effort to be more user friendly to both residents and visitors. Specifically, the Washington Avenue parking lot was designated even/odd nights for overnight parking. In addition, First Avenue between River Street and First Street was designated as the tow lot for vehicles parked on the wrong side in the Washington Avenue parking lot. Since it was the first year of the pilot and new to residents and visitors, the city felt it was important to keep the towing fee as low as possible, the location of the vehicle close to the lot, and easily accessible.

This year, staff is proposing to maintain those elements and the following expansion components:

- Discontinue the practice of towing to a lot and instead relocate cars to Fifth Street between East Avenue and Walnut Avenue. Individuals would still need to pay \$90 tow fee and \$40 parking ticket. It is also important to remember the historical city impound lot is currently being used for construction parking associated with the new Fire Station.
- Designation of First Avenue between Fifth and Sixth Streets as even/odd night parking. Staff analyzed several blocks to offer an option on the north end of town. Based on topography, parking demands and construction projects, staff is recommending Second Avenue. When this was first presented to Council; First Avenue between Fourth and Fifth Street was being proposed but after further analysis, staff is recommending First Avenue as it will allow the center parking portion of the street to serve as a tow re-location area for the west side of Main Street.

Analysis/Next Steps

A neighborhood meeting was held on October 21st at the corner of First Ave. and First Street to answer questions and address concerns regarding the original proposal to locate towed cars in that location. Based on that feedback, staff is recommending to move the in-street tow receiver site to Fifth Street between East Avenue and Walnut Avenue. The center parking spots of First Avenue would also be used for tow re-location.

A-Frame signs were recently placed on First Avenue recently to inform the public of the potential odd-even day overnight parking area.

The Traffic Authority held a special meeting on October 28th to receive formal public testimony (email, Zoom, or in person) on the winter parking pilot and make a recommendation. The committee unanimously supported the scope of the pilot with the following potential adjustments:

- Explore one to two more on-street areas for relocating towed cars so-as-to allow for dispersed options for the tow operator in order to reduce travel time of tow.
- Explore adding two existing on-street parking locations which have snowmelt systems into the pilot for odd/even day overnight parking.

Should the expanded winter parking pilot move forward, staff would track the following metrics to help gauge the success of the project:

- Number of DUI citations
- Level of satisfaction from residents/adjacent businesses
- Impact to snow removal operations and safety
- Financial impact to city

Sustainability Impact

There is no sustainability impact.

Financial Impact

Should the city have to conduct double tows (move vehicle twice), there might be a financial impact.

Attachment:

Ordinance #1215

ORDINANCE 1215

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO, AMENDING KETCHUM MUNICIPAL CODE SECTION 10.08.060 PARKING PROHIBITED IN SPECIFIC LOCATIONS AND ADOPTING A SAVINGS AND SEVERABILITY CLAUSE, A REPEALER CLAUSE, A PUBLICATION CLAUSE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the city desires to enable residents and visitors additional parking options to decrease the instances of driving under the influence;

WHEREAS, the city is exploring options to decrease the financial impact to those who get towed and make it more convenient to retrieve their vehicle;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO:

Section 1: That 10.08.310 item C of the Ketchum Municipal Code be amended as follows:

10.08.060: PARKING PROHIBITED IN SPECIFIC LOCATIONS:

Except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic control device:

- A. No person shall stop, stand or park a vehicle:
 1. On, or drive a motorized vehicle upon, a sidewalk.
 2. Within an intersection.
 3. In a crosswalk.
 4. In, or drive a motorized vehicle upon, a bicycle facility.
 5. Alongside or opposite any public right-of-way excavation or obstruction when stopping, standing or parking would obstruct traffic.
 6. On a roadway side of any vehicle stopped or parked at the edge or curb of a public right-of-way.
 7. Upon any bridge or other elevated structure upon a public right-of-way.
 8. Within twenty feet (20') of an intersection.
 9. At any place where official traffic control devices prohibit or limit such stopping, standing or parking. It shall be prohibited for any vehicle to remain stopped, standing or parked past the time limit prescribed on each official traffic control device. In addition, the time limit cannot be accrued throughout the day and a vehicle can only park once per day per block, at which time it will be required that a vehicle be removed from the block in which it was parked, for the remainder of that calendar day.
 10. In an alley so as to hinder or block traffic.

11. Along any painted curb.

B. No person shall stop, stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

1. In front of a public or private driveway.
2. Within fifteen feet (15') of a fire hydrant.
3. Within twenty feet (20') of a crosswalk or a bike/pedestrian curb ramp.
4. Within thirty feet (30') upon the approach to any flashing signal, stop sign, yield sign or official traffic control signal located at the side of a roadway; except, that vehicles which are six feet (6') or less in height may be permitted to stop, stand or park within such thirty foot (30') distance unless otherwise prohibited by ordinance, resolution or official traffic control device.
5. Within twenty feet (20') of the driveway entrance to any fire station.
6. At the passenger loading zone located on Howard Drive between Jane Lane and Skiway Drive or the north side of Picabo Street between Jane Lane and Skiway Drive.
7. For the temporary purpose of loading or unloading merchandise or passengers.
8. At any place where official traffic control devices prohibit such stopping, standing or parking.
9. In designated taxicab loading zones as indicated by curbside signs.
10. In designated bus stop zones.

C. No person shall stop, stand or park a vehicle, or other apparatus that will obstruct the removal of snow, upon the public rights-of-way within the City from the hours of two o'clock (2:00) A.M. to seven o'clock (7:00) A.M. each day from November 1 of each year to May 1 of the following year with the exception of designated odd/even day overnight parking zones. Public parking lots may only be used from two o'clock (2:00) A.M. to seven o'clock (7:00) A.M. where specifically allowed and in accordance with posted regulations at each lot. (Ord. 1179, 2017)

Section 2: SAVINGS AND SERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 5: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____ 2020.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____ 2020.

APPROVED:

Neil Bradshaw, Mayor

ATTEST

Katrin Sharp, Deputy City Clerk



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review Staff Report and Make Determination with regard to the *First Amendment to Amended and Restated Development Agreement* with Trail Creek Fund, LLC to (1) declare if Trail Creek Fund LLC is in breach of its development agreement with the City and (2) direct staff to proceed to initiate communications and administrative work as necessary to prepare for immediate site restoration should Trail Creek Fund LLC not timely cure such breach

Recommendation

Staff is not making a recommendation. The Council has the following options and associated motions:

1. Find no material breach
 - a. Move to declare Trail Creek Fund, LLC has not breached its development agreement with the City as presented.
2. Find a material breach
 - a. Move to declare Trail Creek Fund, LLC, in breach of its development agreement with the City, as presented and recommended in the staff report. This motion includes direction for staff to proceed to initiate communications and administrative work as necessary to prepare for immediate site restoration should Trail Creek Fund, LLC, not timely cure such breach.
3. Find that there has been a material breach but such has been cured to the satisfaction of the Council
 - a. Move to declare Trail Creek Fund, LLC was in material breach of its development agreement with the City as presented. However, due to evidence presented during this deliberation the Council finds it has been cured.

Background & Analysis:

In June 2018 the City entered into a *First Amendment to Amended and Restated Development Agreement* with Trail Creek Fund, LLC ("*June 2018 Amendment*"). This amendment allowed for an extension on the Development Agreement timeline for the Auberge hotel project, subject to certain deadlines and conditions. A copy of the *June 2018 Amendment* is attached for reference.

Under Amendment 1-(2) of the *June 2018 Amendment*, Owner was to "provide and show sufficient evidence to the City of full financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019 . . ." On September 30th, the Council held a special meeting to determine if the condition had been met. The Council determined it had not been which triggered a cure period for compliance. On December 9th, 2019, the Council held another special meeting and concluded that Trail Creek Fund, LLC had cured financing requirement.

On September 17th, 2020, city staff held a meeting with the Owner of the project to discuss the status of the project. During that meeting the Owner represented that some of the previously represented financing was

no longer in place, but that replacement financing was in process. On September 25th, staff sent a letter to the Owner documenting the conversation and requested evidence of new financing within thirty days. As of the date of this staff report, the Owner has not provided and shown such evidence.

Provision 17 of the Amended and Restated Development Agreement dated October 5, 2015, states that in the event of a material breach of the Agreement, the parties agree that the City and Owner shall have sixty days after delivery of the notice of said breach to correct the breach prior to the City seeking remedy. Under this provision, the Owner has 60 days to cure the default.

The *June 2018 Amendment*, Provision 1-(3) does also provide that upon a failure of condition the City “shall be entitled to immediately commence reclamation and restoration [of the Site]” under a Site Restoration Plan and security instrument. Staff requests direction and approval from the Council to proceed with further preliminary communications both with the company backing Owner’s restoration security instrument and also with potential contractors to develop a plan for site restoration should Owner not satisfactorily correct the breach within the sixty-day cure period.

Attachments

A – June 2018 Amendment and 2015 Development Agreement

B – September 25th, 2020 letter from staff to Owner

C – October 22nd, 2020 letter from City Attorney to Owner regarding November 2nd Council Meeting

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	Instrument # 652281 HAILEY, BLAINE, IDAHO 06-05-2018 8:55:07 AM No. of Pages: 7 Recorded for: BLAINE COUNTY TITLE JOLYNN DRAGE Fee: \$28.00 Ex-Officio Recorder Deputy: JB Electronically Recorded by Simplifile
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(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(City of Ketchum/Trail Creek Fund, LLC, et al.)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the 4 day of June 2018, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 300 River Street East (formerly 200 South Main Street), Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner and City entered into an Amended and Restated Development Agreement, dated October 5, 2015 and recorded in the records of Blaine County, Idaho as Instrument No. 630816 and a Corrected Amendment To Amended and Restated Development Agreement, dated June 21, 2016 and recorded in the records of Blaine County, Idaho on June 22, 2016, as Instrument No. 635897 ("Agreement"); and

WHEREAS, pursuant to the Agreement the City issued Owner a Planned Unit Development Conditional Use Permit ("CUP") to develop and operate a Hotel ("Project") on the Property and a building permit to construct the Project related improvements ("Building Permit") and together with the CUP, the "Entitlements"; and

WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
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(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(City of Ketchum/Trail Creek Fund, LLC, et al.)

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WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

Electronic recording information
 returned to the County Recorder's Office
 page 003 of 003
 06/21/2018 10:00:00 AM

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Agreement is amended and supplemented as follows:

A. *Schedule and Certificate of Occupancy*. All references to the requirement to issue a certificate of occupancy for the Project no later than 30 months after issuance of the Building Permit, including those in paragraphs 2, 7 and 14 are deleted and the following substituted therefore:

- (1) Owner, at no cost to the City, shall work with, provide for, and cause Idaho Power Company to initiate and undertake the work required to underground the electrical power poles and electrical and related utility lines along the east side of Highway 75 from Gem Street to River Street as shown on the Work Order documentation and Map as provided by Idaho Power and Owner dated March 27, 2018. Owner and the City agree to cooperate and provide requested reasonable assistance to Idaho Power and its contractors, vendors and employees. Said undergrounding work is to be completed on or before December 31, 2018.
- (2) Owner shall provide and show sufficient evidence to the City of full financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019. Owner shall evidence such financing by recording on the Property a deed of trust to secure a construction loan on or before September 30, 2019 and by such other proof of financing reasonably necessary for the satisfaction of the City Council that this condition is met. Owner will not commence additional excavation work on the Property until acceptance and approval of such financing evidence by the City, unless the City Planning and Building Director otherwise grants such permission for good cause upon receipt of a written request from Owner.
- (3) *Site Restoration*. Owner shall submit to City by October 31, 2018 a Site Restoration Plan and security instrument naming City as beneficiary, such as a letter of credit, sufficient to fund such restoration. The Restoration Plan shall:
 - a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;
 - b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent (150%) of the estimated reclamation costs, with such estimate subject to verification and approval by the City;

- c. Be accompanied by a security instrument naming City as beneficiary, with the proposed method and form of such security subject to City review and approval, sufficient to fund the 150% reclamation estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a failure of condition, other breach of the Development Agreement, or abandonment of the Project.
- d. The Site Restoration Plan shall be recorded in the records of Blaine County, Idaho.

In the event Owner fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument. Dates of breach could include, but are not limited to:

- i. November 1, 2018 in the event the Amended Employee Housing Plan is not complete;
 - ii. January 1, 2019 in the event the powerline undergrounding specified is not complete;
 - iii. In the event the Applicant's building permit lapses or is terminated by the City;
 - iv. October 1, 2019 in the event Project financing and funding is not secured to the satisfaction of the City Council by September 30, 2019;
 - v. Date of any other breach or failure of the Development Agreement requirements.
- (4) Owner shall complete the Project and City will issue a certificate of occupancy on or before December 31, 2021.
- (5) Owner shall provide its required Employee Housing and receive a certificate of occupancy for its Employee Housing on or before December 31, 2021.

B. *Construction and Completion Schedule.* The Revised Construction Mitigation Plan referenced in Provision 7 (Construction and Completion Schedule) is amended to conform to the schedule set forth in 1(A), above.

C. *Employee Housing.* Provision 12 of the Agreement regarding an Employee Housing Plan is hereby amended to allow Owner to submit an Amended Employee Housing Plan. The Amended Plan must be submitted to the City by October 31, 2018. The Amended Plan will be subject to review and approval by the City by December 31, 2018. The requirements for the Amended Plan are:

- a. Be generally consistent with the existing Employee Housing Plan and provide for 18 beds;
- b. Any alternate site location must be within the Community Core zoning district of the City;

- c. Provide a schedule and project deadlines, including design review, building permit, start of construction, and Certificate of Occupancy for the Amended Plan concurrent with issuance of a Certificate of Occupancy for the Hotel Project.
- d. The Amended Employee Housing Plan shall be recorded in the records of Blaine County, Idaho.
- e. To provide adequate security, approved as to form by and to the satisfaction of the City, to ensure completion and performance of the Amended Plan.

D. *Power Lines.* Provision 14 (Relocation of Overhead Distribution Power Lines) is deleted, as its purpose is replaced by amendment 1(A)(1) set forth above.

E. *Force Majeure.* Provision 20(b) is replaced as follows:

Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God (fires, explosions, earthquakes, droughts and floods), strikes, lockouts, failure of power or other utility services, moratoria, riots, insurrection, war, terrorism or other reason of a like emergency nature, and specifically excluding economic conditions, which is beyond the reasonable control and not the fault of the party delayed in performing work or doing acts required under this Agreement, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act will be reasonably extended for a period equivalent to the period of such delay. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

2. Release.

A. *Release by Owner.* Owner does hereby fully, finally and forever release and discharge the City and its officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C. below.

B. *Release by City.* The City does hereby fully, finally and forever release and discharge Owner, and its members, shareholders, officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C, below.

C. *Terms of Release.* This release includes all the Claims, manner of actions, causes of action, suits, debts, bonds, bills, moneys owed, accounts, covenants, agreements, promises, damages, judgments, claims and demands whatsoever, in law or equity, which are the subject of or arising from the time for performance of Owner's obligations under the Agreement or pursuant to the Entitlements, whether known or unknown, up to the date of this Agreement.

D. *Excluded Claims.* This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or

among the Parties, including the obligations contained in the Agreement, this Amendment or pursuant to the Entitlements.

E. *Disputed Claims.* The facts and ultimate liability of any Party are unclear and disputed. Each of the Parties understands and agrees that this Amendment and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Amendment and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Amendment, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.

F. *Representations and Warranties.* Each of the Parties (i) represents, warrants, and covenants on behalf of himself, herself or itself, that he, she or it has not assigned to any other persons or entities any right to payment in connection with the matters herein settled and released and that he, she or it is fully entitled to enter into this Agreement, and (ii) agrees to the extent permitted by Idaho law to indemnify, defend and hold harmless each other Party from and against any claims based upon or arising in connection with any such prior assignment, transfer, lien, or right by him, her or it or as a result of any breach by him, her or it of his, her or its representatives, warranties or agreements set forth in this Agreement.

G. *Covenant Not to Sue.* The Parties agree not to cause claims to be made in any court or other forum against the other Parties for any matter within the scope of the releases contained herein.

3. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All capitalized terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Agreement.

B. *Conflict with Agreement.* Except as amended by this Amendment, the Agreement remains unchanged and in full force and effect. If there is any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

C. *Effective Date.* This Amendment is effective as of the date on which the last of the City and Owner execute this Amendment. Neither party shall have any rights with respect to this Amendment until both have executed this Amendment.

D. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, (b) there is no mortgage or deed of trust lien encumbering any portion of the Property, except as previously disclosed to City, and (c) no joinder or approval of another person or entity is required with respect to Owner's

authority to make and execute this Amendment.

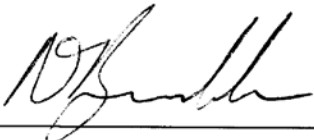
E. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, this Amendment or any exhibits, attachments and addenda to the Agreement and/or this Amendment.

F. *Counterparts.* This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Amendment to be executed, the same being done after public hearing, notice and statutory requirements having been fulfilled.


"CITY":

CITY OF KETCHUM,
an Idaho municipal corporation

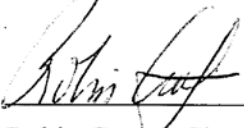
By: 
Neil Bradshaw, Mayor

"OWNER":

TRAIL CREEK FUND, LLC,
a California limited liability company

By: 
Jack E. Bariteau, Jr. as Trustee of The
Jack E. Bariteau, Jr. Separate Property
Trust, as Managing Member of Trail
Creek Fund, LLC'

ATTEST:


Robin Crotty, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 5th day of June, 2018, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Maureen Puddicombe
Notary Public for the State of Idaho
Residing at 101 Emerald St
My Commission Expires 2-14-24

ACKNOWLEDGEMENT FOR OWNER

STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 5th day of June, 2018, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the trustee of the Jack E. Bariteau Separate Property Trust, the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Maureen Puddicombe
Notary Public for the State of Idaho
Residing at 101 Emerald St
My Commission Expires 2-14-24



Bond No. 2416447

License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Conrad Brothers of Idaho, Inc.
_____ as Principal,
and **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio,
as Surety, are held and firmly bound unto City of Ketchum _____ as Obligee,
in the sum of Three Hundred Sixty Three Thousand and 00/100
Dollars (\$ 363,000.00), lawful money of the United States of America, to be paid unto the said
Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our
successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 _____, 2018 .

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of
Demolition and Site Improvements and backfilling to existing grades
_____ in the City of Ketchum _____

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2018 _____ to June 14, 2019 _____

but may be continued on a year to year basis by continuation certificate at the option of the Surety.

Conrad Brothers of Idaho, Inc.

Principal

GREAT AMERICAN INSURANCE COMPANY

By: Paul Conrad
_____ Conrad Brothers of Idaho, Inc.

By: Terri Strawhand
_____ Terri Strawhand, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229789

Certificate No. 007090874

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (therein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark C. Bundy, Tammy A. Ward, Terri Strawhand, and Kathryn Snell

of the City of Virginia Beach, State of Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

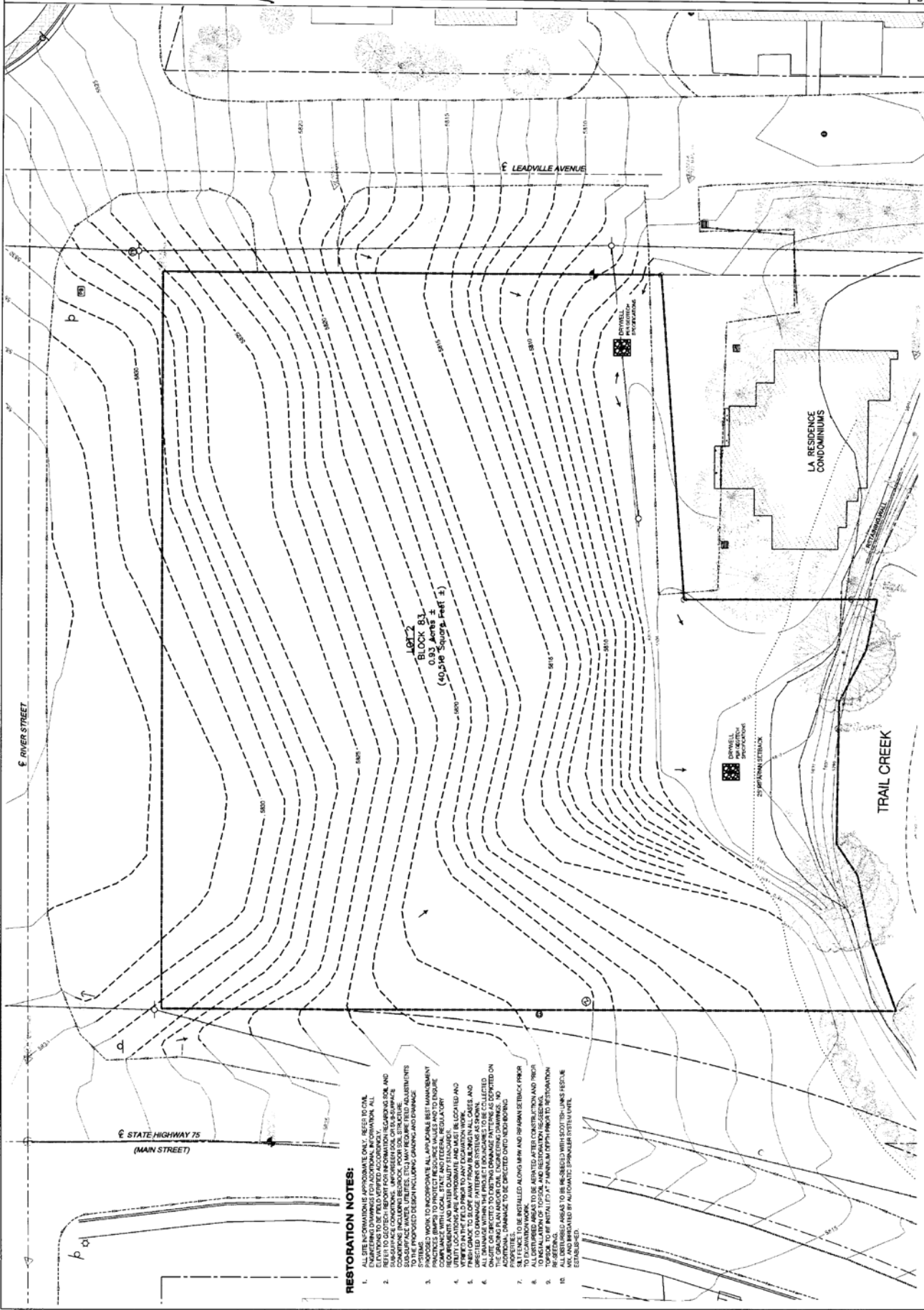
By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



- RESTORATION NOTES:**
1. ALL SITE INFORMATION APPROXIMATE ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR ALL DIMENSIONS AND ELEVATIONS TO BE FIELD VERIFIED ACCORDINGLY.
 2. ALL EXISTING UTILITIES TO BE IDENTIFIED AND MARKED PRIOR TO CONSTRUCTION. MARKING SHALL BE IN ACCORDANCE WITH THE STANDARD PRACTICES FOR UNDERGROUND UTILITY LOCATIONS INCLUDING BEING ON THE SAME SIDE OF THE ROAD AS THE UTILITY.
 3. EXISTING UTILITIES TO BE PROTECTED THROUGHOUT CONSTRUCTION TO THE EXTENT POSSIBLE. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 4. ALL UTILITIES TO BE PROTECTED THROUGHOUT CONSTRUCTION TO THE EXTENT POSSIBLE. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 5. ALL UTILITIES TO BE PROTECTED THROUGHOUT CONSTRUCTION TO THE EXTENT POSSIBLE. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
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 8. ALL UTILITIES TO BE PROTECTED THROUGHOUT CONSTRUCTION TO THE EXTENT POSSIBLE. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 9. ALL UTILITIES TO BE PROTECTED THROUGHOUT CONSTRUCTION TO THE EXTENT POSSIBLE. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 10. ALL UTILITIES TO BE PROTECTED THROUGHOUT CONSTRUCTION TO THE EXTENT POSSIBLE. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.

RESTORATION PLAN
 SCALE: 1" = 10'-0"



Job Name: TCF, LLC
Project Description: TCF Site Restoration
Date: 9.20.18

	Qty.	Unit	Estimated Costs				Notes
			Material	Labor	Subs	Others	
Division 1 - General Conditions							
01034 Permitting							N/A
01040 Project Manager			\$ 1,500.00				
01072 Legal							By Owner
Total Division 1 - General Conditions							
Division 2 - Sitework							
Backfill and Grading of Site					\$ 242,000.00		Per Plan and Galena Elevations Document
Remove Barricades					\$ 3,500.00		
Top Soil					\$ 19,000.00		500 Tons
02025 Utilities- Service					\$ -		N/A
02800 Landscaping					\$ -		
Clean Up, Seeding, Irrigation					\$ 34,452.00		Temp Irrigation
Total Division 2 - Sitework							
Subtotal							
Fees							0%
Contingency							3%
Total Estimate							
150% Valuation							

\$ 452,928.00

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

MEMO

DATE: June 4, 2018
TO: Trail Creek Fund, LLC
FROM: Samantha Stahlnecker, P.E.
Galena Engineering
RE: Site Embankment Opinion of Probable Construction Cost

Galena Engineering has prepared an opinion of probable cost to fill the existing foundation excavation at 200 S Main Street (Ketchum Replat Block 83, Lot 2). This estimate includes approximate construction costs to import, place, and compact fill material at a constant slope from River Street south to the southern property boundary.

Galena Engineering utilized LIDAR data collected by Quantum Spatial for Blaine County, Idaho in the fall of 2017 to approximate the existing conditions on site. Grading limits were defined at the approximate property boundary and an average ground slope of 15% was modeled over the site as the proposed embankment finish ground elevation. Galena Engineering approximates the in-place, compacted embankment quantity to be 11,000 CY.

Based upon feedback from local contractors given the site's proximity to Ohio Gulch and the large quantity of material required, Galena Engineering estimates the unit cost per CY of embankment to be \$22.

It is Galena Engineering's opinion that the total estimated cost to fill the existing foundation excavation is approximately \$242,000.

Please contact me with any questions regarding the assumptions made to prepare this opinion of probable cost.

Sincerely,

Samantha Stahlnecker, P.E.



Webb Landscape, Inc.
162 Glendale Rd
Bellevue, ID 83313



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

ESTIMATE

To: Rob King
Address:
Billing Info:

Date: September 13, 2018
Phone:
Email:

Re: Auberge Resort Restoration

108 MOBILIZATION/DELIVERY FEES:

8 Hours Labor, Supervisor

subtotal 492.00

500's

IRRIGATION INSTALLED:

*Assumes irrigation POC will be drawn from La Residence Condo's
*Assumes appropriate GPM and Pressure to accommodate needs
*Assumes Existing controller will be able to accommodate zone requirements
*Assumes irrigation to be above ground and temporary
*Includes time for removal of system after establishment

10 Hours Labor, Technician
320 Hours Labor
16 Hours Trackhoe
300 Linear Feet 18/6 Multi Wire
13 1-1/2" Automatic PGA Valve Assembly
300 Linear Feet Of 2" Poly Mainline
1400 Linear Feet Of 1.5" Poly Lateral Lines
1 Miscellaneous Fittings for Mainline & Lateral Assembly
58 Rainbird 5006 SAM/PRS Rotors Assembly

subtotal 22,620.00

607 HYDROSEED INSTALLED:

*Assumes excavation contractor leaves area prepped for seed

40510 Square Feet Hydroseed, Roadside Mix

subtotal 10,533.00

113 SANITARY FACILITIES

Porta-Potty- Week
1 Porta-Potty- Month

subtotal 119.00

114 FINISH WORK & CLEAN UP

6 Hours Labor
2 Hours Loader/Trackhoe
1 Trash Haul- 12 cubic yards per haul

subtotal 688.00

Thank You,
Cooper Hayes
Project Manager

JOB TOTAL, ESTIMATED: \$ 34,452.00

To: Rob King

Date: September 13, 2018

Re: Auberge Resort Restoration

JOB TOTAL, ESTIMATED: \$ 34,452.00

WEBB LANDSCAPE CONTRACT:

OUR COMMITMENT:

- ▶ Webb maintains the integrity of our brand through accountability for our projects with an emphasis on quality, efficiency, industry best practices, and a mindful stewardship of environmental conservation.
- ▶ Webb is committed to our client relationships. We will not be party to dishonesty, distortion, or the misrepresentation of our brand. We stand behind our work and our dedication to customer satisfaction.
- ▶ Webb insures that our work is constructed of the highest quality materials and is completed in a professional and timely manner in accordance with the highest industry standard.
- ▶ Webb maintains a positive working relationships with every client by providing the highest level of comprehensive, year round service while sustaining the long term value for your property.

GUARANTEES & INCLUSIONS:

- ▶ 3 weeks of lawn mowing on new sod installations
- ▶ One turf fertilization for all new sod and hydroseed installations

GENERAL TERMS & POLICIES:

- ▶ Prices reflect the 2018 work season
- ▶ Winter weather conditions may increase costs.
- ▶ This is a cost estimate based on information and/or plans provided to Webb.
- ▶ Any engineering, permitting or subcontracted work not listed on this estimate is considered the responsibility of the contracting party
- ▶ Estimates are subject to change or cancellation after the end of the current growing season
- ▶ Final costs may vary according to on site changes and actual quantities installed.
- ▶ Final billing shall be imposed upon actual quantities used and labor to install.
- ▶ **Additional costs may be incurred to relieve soil compaction associated with construction traffic as needed.**
- ▶ **Change orders will be given as an estimate that must be agreed upon prior to change work commencing.**
- ▶ **A deposit of one-third the estimate total is due prior to the start of the project. Invoicing will be submitted, on a monthly basis as work progresses.**
- ▶ **A 1.5% monthly finance charge shall be imposed on any portion of account not paid within 30 days of each billing.**

ACCEPTANCE:

The pricing, specifications and conditions are satisfactory and accepted.
Webb Landscape, Inc. is hereby authorized to perform the work as specified.
Payments shall be made as outlined above.

Responsible Party

Date

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 20818

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK C. BUNDY	ALL OF	ALL
TERRI STRAWHAND	VIRGINIA BEACH, VIRGINIA	\$100,000,000
TAMMY A. WARD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **12TH** day of **SEPTEMBER** 2016



Mark C. Bundy
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **12TH** day of **SEPTEMBER**, 2016, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____



Mark C. Bundy
Assistant Secretary



Bond No. 2416447

License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Trail Creek Fund, LLC
 _____ as Principal,
 and **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio,
 as Surety, are held and firmly bound unto City of Ketchum _____ as Obligee,
 in the sum of Four Hundred Fifty Two Thousand Nine Hundred Twenty Eight Dollars and 00/100
Dollars (\$ 452,928.00), lawful money of the United States of America, to be paid unto the said
 Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our
 successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 _____, 2019 .

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of
Site Improvements and backfilling to existing grades in conjunction with restoration plan with
seeding and irrigation
in the City of Ketchum

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all
 laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save
 harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to
 comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full
 force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice
 of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2019 _____ to June 14, 2020 _____
 but may be continued on a year to year basis by continuation certificate at the option of the Surety.

Trail Creek Fund, LLC

GREAT AMERICAN INSURANCE COMPANY

Principal

 By: [Signature]
MANAGEMENT MEMBER

By: [Signature]
 Terri Strawhand, Attorney-in-Fact



Bond No. 2416447

License Bond

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 _____ as Principal,
 and **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio,
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Dollars (\$ 452,928.00), lawful money of the United States of America, to be paid unto the said
 Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our
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The term of this bond shall be from June 14, 2019 to June 14, 2020
 but may be continued on a year to year basis by continuation certificate at the option of the Surety.

Trail Creek Fund, LLC

GREAT AMERICAN INSURANCE COMPANY

Principal

 By: [Signature]
MANAGEMENT MEMBER

By: [Signature]
 Terri Strawhand, Attorney-in-Fact

F.9515D Printed in USA

Attachment B

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(City of Ketchum/Trail Creek Fund, LLC, et al.

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 5th day of October, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and TRAIL CREEK FUND, LLC, a California limited liability company (“Owner”).

RECITALS

WHEREAS, Owner owns that certain real property located at 200 South Main Street, Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the “Property”); and

WHEREAS, Owner has applied with the City to develop and operate a Hotel (“Project”) currently referred to as the “Auberge Resort Hotel” on the Property pursuant to a Planned Unit Development Conditional Use Permit; and

WHEREAS, Ketchum Municipal Code (“KMC”) Section 17.52.010.H.3.g requires that the developer of such a hotel enter into a Development Agreement with the City as part of the approval process and this Agreement satisfies such requirement; and

WHEREAS, KMC 16.08.070 requires the developer of a PUD to submit a Development Plan and this Agreement will ensure compliance with such Plan; and

WHEREAS, KMC 16.08.120.C.1 allows the City Council to require such written agreements executed by the developer to secure performance of any requirement or condition imposed as part of the PUD approval and this Agreement is such a written agreement; and

WHEREAS, City has identified the Property as a site which is suited for the proposed development; and

WHEREAS, the City’s Planning and Zoning Commission and City Council have held properly noticed public hearings pursuant to applicable code with respect to the development of the Property and this Agreement; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was first amended on April 15, 2010 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a second time on July 16, 2012 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a third time on November 5, 2013 for the purpose of extending the entitlement expiration dates; and

WHEREAS, Trail Creek Fund LLC requested a fourth amendment to the Development Agreement in July 2015 for the purpose of extending the entitlement expiration dates by seven (7) months; and

WHEREAS, on September 3, 2015 the Ketchum City Council approved the request from Trail Creek Fund LLC to extend the entitlement expiration dates by seven (7) months from October 6, 2015 to May 6, 2016; and

WHEREAS, the Ketchum City Council approved the fourth extension with the understanding that this would be the last and final amendment to the Development Agreement as to time extensions; and

WHEREAS, it is the intent and desire of the parties hereto that development and uses of the Property proceed as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Incorporation of Related Agreements, Approvals, Plans, Permits and other documents. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:
 - PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
 - PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
 - PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
 - Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated September 8, 2008, or as amended from time to time.
 - Site Plan No. L-1 dated January 10, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.

Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of this Agreement. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

- i) plan review fees and inspection fees;
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all approvals referenced in Section 2 may be subject to amendment. A new building permit may be required to reflect the changes made to the approvals in Section 2.

3. List of Uses to be Allowed (Hotel Uses and Restrictions). Owner may use the Property as a “Hotel” as defined in KMC 17.08.020 as that section existed at the time of PUD application and for private residential uses. The following units and any storage, parking or limited common area associated with such units may be used as either private residential units or as a “Hotel”: Units 1 through 6, located on the fourth floor unless otherwise amended by the City of Ketchum. All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a “Hotel”. The following are acknowledged as allowable accessory uses of the Property: conference facilities, restaurant and bar areas within the hotel, fitness facilities, retail and spa/salon uses, and an observatory on the fifth floor. Owner agrees that this Agreement specifically allows only the uses set forth above and no others. Owner may not change the uses of the Property and improvements thereon specified in this Agreement without the prior written approval of City which may be withheld for any reason permitted by law. Any substantial changes or expansions in the uses permitted by this Agreement without such prior written consent and formal modification of this Agreement as allowed by applicable law shall constitute a breach of this Agreement.
4. Permitted Square Footage and Building Location. Owner shall construct improvements on the Property in the locations depicted in the Design Review Approval. The gross square footage of the improvements shall not be greater than 149,325 square feet distributed as set forth in the Design Review Approval.
5. Identification of Development Standards & Right-of-Way Improvements. Owner shall develop the Property pursuant to the standards set forth in Title 15 of the Ketchum Municipal Code “Buildings and Construction” as such standards exist as of the date on which Owner applies for a building permit. Owner shall develop the public rights-of-way adjacent to the Property pursuant to the Site Plan and pursuant to the standards set forth in Title 12 of the Ketchum Municipal Code “Streets, Sidewalks, Public Utility Easements and Public Places” as such standards exist on the date on which Owner applies for a building permit. Improvements within the public rights-of-way that shall be dedicated to the public include:
- Pedestrian amenities such as bike racks, benches and other amenities provided within the Gateway Plaza area at the intersection of Main Street and River Street.
 - Public art.
 - Trees.
 - Street lights.
- Improvements within the public rights-of-way that shall remain in the ownership of the Owner and be subject to a revocable Right-of-Way Encroachment License include:
- Heated sidewalks within the Main Street, River Street and Leadville Avenue rights-of-way.
 - Heated asphalt or other paving within the River Street and Leadville Avenue rights-of-way.
 - Retaining walls.
 - Planter beds, screen and contents within Main Street, River Street and Leadville Avenue rights-of-way.

- Porte cochere and any other structural elements of the hotel building that project into or over the public right-of-way.
 - Curb and gutter and all ingress and egress improvements that are essential for access to the hotel entries and underground parking garage and loading dock areas of the Project.
6. Plaza Area. The size and location of the planned Gateway “plaza” area for the Property, shall be approved by the City Engineer and the City Council prior to issuance of a building permit and installed prior to the issuance of any Certificate of Occupancy.
 7. Construction and Completion Schedule. Improvements shall be constructed and substantially completed pursuant to a schedule set forth in the Revised Construction Mitigation Plan, which shall be submitted by the Owner and approved by the City no later than March 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.
 8. Infrastructure Improvements. Owner shall engineer, construct, and otherwise provide, at its sole expense, improvements, facilities and services (public and private) as provided in the PUD Conditional Use Permit and this Agreement:
 - 8.1 Owner requests water and sewer service from Ketchum to the PUD Property and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum.
 - 8.2 All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by the Ketchum Engineer prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, the Ketchum Engineer shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" are substantially correct and Owner shall, for a period of one year from Ketchum’s receipt of said drawings, be liable and hold Ketchum harmless for any damage which may result from material errors in said drawings after acceptance by the Ketchum Engineer of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors.
 9. Design Review. The improvements on the Property shall be built exclusively as permitted under the Design Review Approval unless otherwise amended by the City of Ketchum. Any development of any portion of the Property substantially inconsistent with this Agreement or the Design Review Approval, as determined by the Planning and Zoning Administrator, without modification of the Design Review Approval, shall constitute a breach of this Agreement by Owner.
 10. Phasing. Owner shall not phase the development of the Property; therefore, no security agreement shall be required for any such phasing.

11. Public Access to the Observatory. The observatory has been accepted as a public amenity and as such shall be open to the public a reasonable number of hours. The applicant shall make a proposal to the City Council regarding the operation of the observatory, to be approved by the City Council prior to issuance of any Certificate of Occupancy. The operation of the observatory is subject to approval and adjustment periodically as determined by Owner and the City Council.
12. Employee Housing. The Owner agrees to provide Employee Housing as provided by Ketchum Municipal Code and as set forth in an Employee Housing Plan, which shall be submitted by the Owner and approved by the City Council no later than April 6, 2016. Such plan shall include items set forth in Exhibit A. The approved Employee Housing Plan shall be added to this Agreement by addendum and recorded prior to issuance of a building permit. All required employee housing shall be available no later than six months after the issuance of any certificate of occupancy for the PUD property. Security for the employee housing shall be provided in the form of either a letter of credit issued by a bank, a set-aside agreement with the lender, or a lien on the property in favor of the City sufficient to cover the Employee Housing requirement.
13. Condominium Plat. A condominium plat shall be submitted by the Owner and recorded, pursuant to KMC 16.04.060, to allow for financing of the improvements and individual sale of private residential units. The condominium plat and an operations management plan must be approved by the City prior to recording. The individual condominium units and the commercial and/or common area units shall be use restricted through a recorded declaration of covenants and restrictions.
14. Relocation of Overhead Distribution Power Lines. Owner shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the Project. The pro rata share shall be based on the frontage of the Property along Main Street, Leadville Avenue, and River Street. Said contribution shall be utilized by the City solely for the relocation of power lines from overhead to underground in the vicinity of the Property. Staff shall bring alternatives to the Council regarding the payment method within six (6) months of the Effective Date of this Agreement.
15. Conditions of Approval. Owner agrees to comply with all conditions incorporated into the PUD Conditional Use Permit. Any and all approvals as adopted or amended as listed in Section 2, shall be valid until May 6, 2016. These approvals may be retained by Owner and the validity date extended past May 6, 2016 by Owner submitting a building permit application by May 6, 2016, provided the requirements of Section 7 have been met.

In the event Owner has need to revise the approvals listed in Section 2, the following schedule shall be observed to provide Owner the best opportunity to submit a complete building permit by May 6, 2016:

- If necessary, a preliminary plat must be submitted to the City no later than December 15, 2015.

- Application for Conditional Use Permit (CUP) to amend the Planned Unit Development (PUD) approval of 2008 shall be submitted no later than January 15, 2016.
- Application to amend the Design Review approval of 2008 shall be submitted no later than January 15, 2016.
- Revised Construction Mitigation Plan shall be submitted to the City no later than March 6, 2016.
- Complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016.
- A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

Owner acknowledges the public processes required to amend the approvals listed in Section 2 provide no guarantees of timelines for approval and even by observing the schedule above, Owner may not be in a position to submit a complete building permit application by May 6, 2016.

16. Amendment of Agreement. This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing.

17. Remedies. This Agreement shall be enforceable in any Court of competent jurisdiction by either City or Owner or by any successor or successors in title or interest or by the assigns of the parties hereto, unless otherwise expressly provided in paragraph 21, below. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein. In the event of a material breach of this Agreement, the parties agree that the City and Owner shall have sixty (60) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein, provided, however, that in case of any such default which cannot with diligence be cured within such sixty (60) day period, if the defaulting party shall commence to cure the same within such sixty (60) day period and thereafter shall prosecute the curing of the same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

18. Mediation. Prior to either party filing suit, the parties shall participate in a minimum of one mediation session to determine if a resolution can be reached. The mediator shall be agreed to by both parties and the cost of mediation shall be split between the parties.

19. Default. In the event the Owner fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to Owner, Ketchum may, without further notice to Owner, exercise any or all of the following remedies until the default is cured:

- a. Withhold the issuance of a certificate of occupancy of any structure or unit located within the PUD;
- b. Withhold the connection of water or sewer to any structure or unit located within the PUD;

- c. Refuse to accept public ownership and maintenance of public improvements within the PUD and record a notice of such action with the Blaine County Recorder's office;
- d. Issue a stop work order for any building or unit under construction within the PUD;
- e. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the Ketchum.

In the event that City fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to City, Owner may, without further notice to City, exercise any and all remedies available under law or in equity.

20. Miscellaneous Provisions.

- a. Covenant Running with the Land/Successors and Assigns. Unless this Agreement is modified by mutual written agreement of the Parties or terminated by City, this Agreement and all conditions, terms, duties and obligations included in this Agreement shall be binding upon Owner, each subsequent owner of the Property and every person or entity acquiring any interest in the Property. This Agreement shall constitute a covenant running with the land burdening the Property in favor of City and shall be binding upon Owner, its successors in interest, personal representatives, heirs, vendees and assigns. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof, except as provided below, and any successor owner or Owner shall be both benefited and bound by the conditions and restrictions herein expressed. The words "successors" and "assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the PUD Property or any portion thereof or interest therein except for purchasers of condominiums as designated in Section 13 (a) and 13 (b) of this Agreement. Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights. Upon conveyance of a condominium unit as designated in Section 13 (a) and 13 (b) of this Agreement to a third party, the lien and encumbrance of this Agreement shall be automatically released from said unit and a prospective third party purchaser, lender and all title insurers are entitled to rely upon said release.
- b. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or the City is delayed for causes which are beyond reasonable control of the party responsible for such performance, which shall include without limitation, acts of God (such as but not limited to fires, explosions, earthquakes, drought and floods); war, hostilities, invasion, act of foreign enemies; acts of civil disobedience, rebellion, revolution, insurrection or

civil war; contamination by radioactivity; riot, commotion, lock-outs or disorder, strikes; discontinuance of electrical supply; any litigation which directly or indirectly prevents or interrupts construction or would cause a reasonably prudent person to delay the commencement or continuation of construction pending the final resolution of such litigation; acts of terrorism; or similar causes, the time for such performance shall be extended by the amount of time of such delay.

- c. Waiver. Any waiver of any of the terms or conditions of this Agreement by City or Owner must be in writing to be effective and shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner of applying to any subsequent breach of any such or other covenants and conditions.
- d. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered if delivered by hand to the party to whose attention it is directed, or when sent, seven (7) days after deposit in the U.S. Mail, postage pre-paid, or upon the sending of a facsimile, followed by a copy sent by U.S. Mail as provided herein, addressed as follows:

City: City of Ketchum
c/o Planning & Zoning Administrator
Post Office Box 2315
Ketchum, Idaho 83340
(208) 726-7801 Phone
(208) 726-7812 Fax

Owner: Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
Post Office Box 84
Sun Valley, Idaho 83353
(650) 906-5636 Phone
(208) 727-1091 Fax

With a copy to: Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
(208) 725-0055 Phone
(208) 725-0076 Fax

Or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- e. Attorney Fees. In the event either party to this Agreement is required to retain the services of an attorney to enforce its rights hereunder, the defaulting party shall

pay to the non-defaulting party reasonable attorney fees and costs incurred as a result of such default whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.


- f. Time is of the Essence. The parties hereto acknowledge and agree that time is hereby made expressly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- g. Effective Date of Agreement. This Agreement shall be effective as of the date approved by the City Council.
- h. Requirement for Recordation. Owner shall record this document, including all of the Exhibits, and submit proof of such recording to the City. Failure to comply with this section shall be deemed a default of this Agreement by Owner.
- i. No Precedent. The issuance of the PUD Conditional Use Permit shall not be considered a binding precedent for the issuance of other PUD conditional use permits. The permit is not transferable from one parcel of land to another.
- j. Police Powers. Nothing contained herein is intended to limit the police powers of the City. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.
- k. Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between Owner and the City relative to the subject matter hereof, and there are no promises, conditions, or understandings, either oral or written, express or implied, between Owner and the City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.
- l. No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.
- m. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.
- n. Choice of Law. This Agreement shall be governed by the laws and decisions of the state of Idaho.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed on the day and year first-above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

“CITY”:

CITY OF KETCHUM,
an Idaho municipal corporation

By:



Nina Jonas, Mayor

“OWNER”:


TRAIL CREEK FUND, LLC,
a California limited liability company

By:




Jack E. Bariteau, Jr., Managing
Member

ATTEST:



Robin Crotty
Interim City Clerk

APPROVED AS TO FORM AND
CONTENT EXCLUSIVELY FOR
THE CITY OF KETCHUM:



Susan Buxton, City Attorney

ACKNOWLEDGEMENT FOR CITY

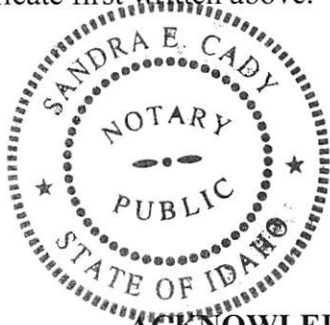
STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

SUZANNE FRICK

City Administrator

On this 6th day of October, 2015, before me, the undersigned Notary Public in and for said State, personally appeared ~~Nina Jonas~~, known or identified by me to be the ~~Mayor~~ of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Sandra E. Cady
Notary Public for the State of ID.
Residing at Blaine County
My Commission Expires 11-20-2019

ACKNOWLEDGEMENT FOR OWNER

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 28 day of OCTOBER, 2015, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lilly Opale
Notary Public for the State of IDAHO
Residing at KETCHUM, ID
My Commission Expires 01/27/2018



Exhibit A

1. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Engineer and the Director of Planning and Building, prior to issuance of a building permit.
2. Right-of-way encroachments including retaining walls and landscape beds, and curblines alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit.
3. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
4. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:
 - Community/workforce housing- as required in condition #9, below.
 - Contribution to underground relocation of overhead utility lines.
 - Public pedestrian amenities to be included within adjacent street rights-of-way.
 - Development of a Construction Activity Standards Plan
 - Minimum access for the public to the observatory.
5. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.

- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
- i) What units will be available and how will the pool of units available be determined.
- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
- k) How will overflow of demand of units by employees be handled; will there be a priority system.
- l) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- o Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- o Information on type of housing provided per employee classification
- o Costs incurred in rent (and utilities) and transportation/parking by employees
- o Details on anticipated lease terms/rental agreements for employees housed on-site
- o Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

- 6. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
- 7. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
- 8. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.
- 9. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet (10') either by reducing overhangs or other means.

10. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
11. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
12. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
13. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.



City of Ketchum

September 25, 2020

Jack E. Bariteau, Jr.
Main Drive Properties, LLC
P.O. Box 84
Sun Valley, Idaho 83353

Dear Mr. Bariteau,

Thank you for meeting on Thursday, September 17th, with myself and Suzanne Frick to discuss the status of your development projects at both First Avenue and Fourth Street, as well as your hotel project located at 300 River Street East. Suzanne is in the process of responding to you regarding your demolition request for the first and fourth project.

This letter seeks to memorialize our discussions as it relates to the financing for the 300 River Street East project. As you stated in the meeting, you are actively working to secure the final equity investment as required by your construction loan. You stated it was your intention to close on this final financing within thirty days of our September 17th meeting. You also stated you had no intention of additional short-term site work until the financing had been secured.

As per the amended development agreement, proof of financing is required. Therefore, the city requests documented affirmation of such financing within 30 days of our September 17th meeting. Should the city not receive such proof of financing, the city will proceed with remedies to ensure compliance of the development agreement.

Respectfully,

Jade Riley
City Administrator

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
WM. F. GIGRAY, III
DAVID A. HEIDA
MATTHEW A. JOHNSON
JAY J. KIIHA **
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE **
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR
** Also admitted in WA

October 22, 2020

VIA US MAIL & EMAIL

VIA US MAIL

Ed Lawson
LAWSON LASKI CLARK & POGUE, PLLC
As counsel for Trail Creek Fund, LLC
PO Box 3310
Ketchum, ID 83340
eal@lawsonlaski.com

Copy sent to:
Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
PO Box 84
Sun Valley, ID 83353

Re: **NOTICE TO SHOW CAUSE** – Breach of Development Agreement

Dear Ed:

This is notice of an asserted breach of the City of Ketchum - Trail Creek Fund, LLC Development Agreement, and a notice to show cause why such material breach should or should not be found.

As your client is aware, the Development Agreement, as amended, requires adequate and appropriate proof of financing for the Project. This requirement was the subject of a previous notice and finding of breach in October 2019. That previous breach was ultimately cured to the satisfaction of the City before the expiration of the sixty-day cure period.

Recently the City was alerted that such adequate financing may no longer be in place. The City Administrator Jade Riley and the City Planning Director Suzanne Frick met with Jack Bariteau on September 17 to discuss that concern. In that meeting Mr. Bariteau indicated that some of the previously represented financing indeed was no longer in place, but that replacement financing was in process. This meeting and commitment to evidencing financing was documented in a letter from City Administrator Jade Riley to Mr. Bariteau, providing thirty days in which the matter could be informally resolved.

Unfortunately, thirty days have now passed, with no further submission of proof of adequate or replacement financing as required. At this point, the City reasonably believes there is cause to declare a material breach of the Development Agreement conditions. Therefore, this matter is being set for a show cause hearing before the City Council at the regular City Council meeting on November 2, 2020 at 4:00 p.m.

Please be advised this will be a show cause hearing at which staff will present the issue and then Trail Creek Fund, LLC, will have the opportunity to present to the City Council and show cause, if any, why such breach should not be found. After such, the City Council will deliberate and determine whether to finalize the declaration of a material breach.

Should you or your client have questions about this process, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Johnson', with a long horizontal flourish extending to the right.

Matthew A. Johnson
City Attorney, City of Ketchum

October 30, 2020

Via Email & US Mail

Mr. Matthew A. Johnson
White Peterson
5700 E. Franklin Road, Suite 200
Nampa, ID 83687-7901
mjohnson@whitepeterson.com

Re: NOTICE TO SHOW CAUSE – Alleged Breach of Development Agreement
Our File No. 70357-024

Dear Matt:

As you know I and my firm represent the Harriman Hotel, LLC (“Owner”) the successor in interest to Trail Creek Fund, LLC on whose behalf I have been requested to respond to your October 22, 2020 notice of breach and notice to show cause (“Notices”) regarding the Amended And Restated Development Agreement dated October 5, 2015, as amended, between the City of Ketchum (“City”) and Owner (“Agreement”). For the reasons outlined below, Owner disputes the asserted breach, rejects the Notices and demands the immediate and unconditional retraction of the Notices.

Initially it should be observed the City has no statutory or contractual power or authority to issue a notice to show cause to Owner. Further, if the City had such power or authority it would only be exercisable by the City Council which has not acted upon this matter. In addition, the Notices are to Trail Creek Fund, LLC and me as its counsel despite the fact that Trail Creek Fund, LLC no longer exists and assigned its interest in the Agreement to Harriman Hotel, LLC by written Assignment Agreement 20441, dated December 5, 2019 to which the City gave its express written consent. In any event, the long course of transparent conduct by Owner would have warranted a less arrogant and contentious attempt to gather information about the hotel project if that is the City’s goal.

Most important is the fact that the Agreement does not contain any requirement that there be proof of adequate financing except as of September 30, 2019. In other words, there is no obligation under the Agreement for Owner to maintain or provide proof of adequate financing on an ongoing basis. The sole obligation relating to financing is contained in subparagraph (2) of paragraph 1A of the June 4, 2018 First Amended and Restated Development Agreement recorded on June 5, 2018 in the records of Blaine County, Idaho as Instrument No. 652281 states:

“Owner shall provide and show sufficient evidence to the City of full

Matthew Johnson
October 30, 2020
Page 2

financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019. Owner shall evidence such financing by recording on the Property a deed to trust to secure a construction loan on or before September 30, 2019 and by such other proof of financing reasonably necessary for the satisfaction of the City Council that this condition is met. Owner will not commence additional excavation work on the Property until acceptance and approval of such financing evidence by the City. . . .”

The City declared a default of the proof of financing provision by letter from you dated October 9, 2019 and Owner cured the default within the bargained for 60 day period on December 5, 2019 by recording the required deed of trust on December 5, 2019 in the records of Blaine County, Idaho as Instrument No. 665453. In fact, you authored a letter entitled Notice of Determination of Cure of Material Breach dated December 18, 2019 in which you acknowledged the City Council met on December 9, 2019 and determined that the information provided by Owner was “sufficient and timely to cure the noticed breach,” and that as a result of the cure, the “. . . Development Agreement is reinstated to full status as if such breach had not occurred.”

Prior to satisfying the financing requirement under the Agreement the City issued and Owner received a building permit in 2016 for the hotel project and has ever since followed the building permit requirements and met all required subsequent building inspection requirements including the most recent inspection conducted on August 27, 2020 despite the unprecedented development and investment challenges associated with and created by the coronavirus pandemic. The severity of the pandemic related challenges resulted in the May 12, 2020 letter from me to Suzanne Frick informing the City of the hinderance, delay and prevention of Owner’s performance obligations including those relating to an active building permit.

In view of the fact Owner is in total compliance with the Agreement and building permit, the Notices constitute an anticipatory repudiation of the Agreement by the City and a breach of its obligation to Owner of good faith and fair dealing. Accordingly, demand is hereby made for the immediate and unconditional retraction of the Notices and for written assurance the City will abide by its obligations under the Agreement.

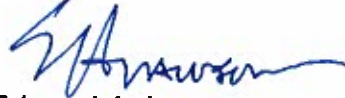
Finally, the timing of the Notices following the recent meeting between Jack Bariteau, Jade Riley and Suzanne Frick is suspicious. As you noted during the meeting, Mr. Bariteau candidly shared the fact he was involved in efforts to replace investors who had withdrawn their commitments to finance the hotel project because of the coronavirus. In response, the City issues the Notices knowing that Owner has a disclosure obligation to its lenders, investors and prospective replacement investors. Such deliberate action by the City constitutes tortious interference with Owner’s contractual relations and prospective economic interests.

Hopefully the foregoing response to the Notices will result in the requested retraction and written assurance and return to normal relations. Owner is acutely aware the City desires a more rapid pace of construction. Rest assured Owner has done and will continue to undertake every possible measure to bring that outcome about despite interference by the City, the ongoing pandemic and national, regional and local economic damage that has resulted.

Matthew Johnson
October 30, 2020
Page 3

Sincerely,

LAWSON LASKI CLARK, PLLC



Edward A. Lawson

cc: N. Bradshaw
J. Riley
S. Frick
M. David
A. Breen
J. Slanetz
C. Hamilton



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Issue Health Order 20-05 To Reflect Alignment with State Health Order and Make Technical Corrections

Recommendation and Summary

Staff is recommending the council approve Ketchum Health Order 20-05 to align with the State of Idaho's Health Order issued by the Governor on October 26th.

"I move to approve Ketchum Health Order 20-05."

The reasons for the recommendation are as follows:

- Under state law, the city may implement health orders that are more restrictive within the city limits.
- This city health order contains language requiring the continuation of requiring masks, as the new state order only applied to long-term health facilities.
- The order contains a new exemption "h" in Section 2 to reflect a phased enforcement approach for bars and restaurants.
- A minor adjustment was made in relation to outdoor gathering size limits to align with new state language (no more than 25% of approved capacity).

Introduction and History

The State of Idaho issued a health order on October 26th associated with moving the state from Stage 4 to Stage 3 Guidelines (see attached). Highlights include:

- Group size limits did not affect daily businesses, it was directed to sporadic gatherings or events.
- New operational guidance was outlined for bars and restaurants which is cross referenced in the new city Health Order 20-05.
- Masks were only mandated for entering long-term care facilities.
- Physical distancing and sanitation guidelines for employers.

Prior to this, the City Council approved Ketchum Health Order 20-04 on October 19th which continued the requirement of wearing masks in certain instances, as well as minimum and maximum limits for both indoor and outdoor group gatherings. The main change proposed in this new local health order is in Section 2, item h which allows for a phased enforcement approach, and the addition of "or no more than 25% occupancy" for outdoor event spaces.

Sustainability

No impact.

Financial Impact

None

Attachment:

State of Idaho Health Order
Ketchum Health Order 20-05

**CITY OF KETCHUM
PUBLIC HEALTH EMERGENCY ORDER 20-05
(REQUIRING FACE COVERINGS, LIMITING GROUP GATHERINGS,
REQUIRING SOCIAL DISTANCING AND SIGNAGE)**

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, on and after March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho and issued a series of Orders addressing public health measures to slow the spread of COVID-19 including the Idaho Rebounds Plan; and

WHEREAS, on March 18, 2020 the Mayor of the City of Ketchum declared a local disaster emergency, and on March 23, 2020 the Ketchum City Council adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), due to the threat that COVID-19 poses to the health and welfare of the residents of Ketchum; and

WHEREAS, on March 23, 2020, the Council adopted Ordinance 1207 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, on September 29, 2020, the Council adopted Ordinance 1212 renewing the emergency powers and providing for the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, infection rates in Idaho have significantly increased in urban areas in recent weeks, and Blaine County and the City of Ketchum are experiencing a rise in the numbers of verified cases of COVID-19; and

WHEREAS, the emergency services and local healthcare facilities have limited capacity to handle a significant increase in COVID-19 confirmed cases in Blaine County; and

WHEREAS, the CDC recommends that people maintain social distancing and wear cloth face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

WHEREAS, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings and practicing social distancing; and

WHEREAS, the Mayor and City Council find it necessary to enact additional regulations to strengthen guidelines, to slow the community spread, and to protect the health, safety, and welfare of individuals living, working and visiting the city of Ketchum; and

WHEREAS, this Public Health Emergency Order 2020-05 was considered and approved by the City Council in accordance with provisions of Ordinance 1212.

NOW, THEREFORE, the Mayor and City Council do hereby adopt the following regulations, which shall supersede and replace all prior Public Health Emergency Orders issued by the City of Ketchum, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

SECTION 1. FACE COVERINGS

Every person, shall, when in any indoor or outdoor public place, completely cover their nose and mouth when members of the public are physically present for otherwise unprotected social interaction.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of the public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed or present without invitation.
2. **EXEMPTIONS:**
 - a. Children under the age of 5.
 - b. Persons who cannot medically tolerate wearing a face covering. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a face covering.
 - c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
 - d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

- e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
- f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same household or party as the person.
- g. Outdoor public places where people can employ social distancing as recommended by CDC.

SECTION 2. GROUP SIZE LIMITATIONS & SOCIAL DISTANCING MANDATE

All gatherings of non-household members shall maintain sixty-four (64) square feet of space per person in every indoor and outdoor space. No indoor gathering may exceed ten (10) persons, and no outdoor gathering may exceed fifty (50) persons or 25% of the maximum permitted occupancy of the space. Limitations shall apply to all public and private property, private residences, business establishments of any and all type, unless herein below exempted.

1. DEFINITIONS: For purposes of this Public Health Order, “indoor” space shall mean any roofed space with two or more walls or impermeable vertical barriers preventing natural airflow and/or confining natural movement of air through said space, whether public or private. Rooms within a building, are separate “indoor” spaces. An “Outdoor” space is any other place, not an indoor space, that is owned by any single entity, public or private.
2. EXEMPTIONS:
 - a. Schools and school property.
 - b. Grocery stores.
 - c. Healthcare facilities.
 - d. Households with family units of more than ten (10) people that permanently reside together.
 - e. Institutional facilities operated by government, taxing districts and/or genuine non-profit organizations.
 - f. Any other private business, open to the public without specific invitation, that has adopted, implemented and posted written instructions at all entrances, and in other prominent public places, clearly visible throughout the business, COVID-19 mitigation strategies, enforced by the business, including at a minimum, provision of hand sanitizer or hand washing stations at all entrances and the ability to maintain 64 square feet of space per person in every indoor and outdoor space therein and on said premises.

- g. Businesses who have submitted a detailed plan, approved by the city, which demonstrates additional actions/measures utilizing CDC best practice mitigation measures for that specific industry.
- h. Bars and restaurants following the State of Idaho’s Stage Three Guidelines. Failure to do so will result in the business being required to follow the sixty-four (64) square feet regulation outlined above in item f.

SECTION 3. PENALTIES

Any person who violates any provision of this Order, shall be guilty of an infraction, punishable by a fine of \$100.

SECTION 4. EFFECTIVE DATE AND SUNSET DATE

This Emergency Order shall take effect at 12:00 a.m., on November 3, 2020 and shall remain in effect until rescinded, superseded or amended by the Mayor or City Council.

Passed and approved by the Ketchum City Council on the 3rd day of November 2020.

APPROVED:

Neil Bradshaw
Mayor

ATTEST

Katrin Sharp, Deputy City Clerk

**STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
STAY HEALTHY ORDER**

October 27, 2020

BUSINESSES AND GOVERNMENTAL AGENCIES MAY CONTINUE OPERATIONS AT PHYSICAL LOCATIONS IN THE STATE OF IDAHO.

ALL INDIVIDUALS, BUSINESSES, AND GOVERNMENTAL AGENCIES MUST ADHERE TO THE MANDATORY PORTIONS OF THE PHYSICAL DISTANCING AND SANITATION REQUIREMENTS DESCRIBED IN SECTION 3 OF THIS ORDER.

INDOOR GATHERINGS, BOTH PUBLIC AND PRIVATE, MUST ADHERE TO THE REQUIREMENTS IDENTIFIED WITHIN THIS ORDER.

OUTDOOR GATHERINGS, BOTH PUBLIC AND PRIVATE, MUST ADHERE TO THE REQUIREMENTS IDENTIFIED WITHIN THIS ORDER.

PATRONS OF BARS, NIGHTCLUBS, AND RESTAURANTS MUST REMAIN SEATED.

FACE COVERINGS ARE REQUIRED AT LONG-TERM CARE FACILITIES.

The Governor and Director of the Idaho Department of Health and Welfare (“Director”) hereby issue this order of isolation pursuant to Article IV, § 5 of the Idaho Constitution and Idaho Law.

The Director is authorized by Idaho Code § 56-1003(7) “to impose and enforce orders of isolation and quarantine to protect the public from the spread of infectious or communicable diseases.”

This Order is effective as of 12:00 a.m. October 27, 2020 and will continue to be in effect until it is extended, rescinded, superseded, or amended in writing by the Governor and Director.

THE GOVERNOR OF IDAHO AND DIRECTOR OF THE IDAHO DEPARTMENT OF HEALTH AND WELFARE MAKE THE FOLLOWING FINDINGS:

The basis for this Order includes, but is not limited to, the following findings.

The virus that causes Coronavirus 2019 Disease (“COVID-19”) has resulted in a global pandemic, is present in Idaho, and has infected nearly 60,000 Idahoans, resulting in 573 deaths to date. The virus is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect public health and safety and safeguard the ability of public and private healthcare providers to handle an influx of new patients.

This Order is based on evidence of a significant increase of cases of COVID-19 within the State of Idaho; as well as, the advice and input of state epidemiologists, public health experts, and guidelines provided by the Centers for Disease Control and Prevention (“CDC”) and the White House. This order is also based on the scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the state places its citizens at risk for serious health complications, including death, from COVID-19.

Some individuals who contract the COVID-19 virus have no symptoms or have mild symptoms, which means they may not be aware they carry the virus. Because even people without symptoms can transmit the disease, and because evidence shows the disease is easily spread, gatherings can result in transmission of the virus.

The most recent state report for Idaho from the White House Coronavirus Task Force states that “Idaho is in the red zone for cases, indicating 101 or more new cases per 100,000 population [for the week ending October 16, 2020], with the 7th highest rate in the country. Idaho is in the red zone for test positivity, indicating a rate at or above 10.1%, with the 2nd highest rate in the country.”

Cases in Idaho have risen sharply in the past several weeks and are rising in most counties in the state. The number of individuals hospitalized with COVID-19 in Idaho has increased 55% in the past two weeks. As a result, hospitals across the state of Idaho, including the Veterans Affairs Medical Center, are at or nearing capacity. In some instances, hospitals have diverted patients to other hospitals within the state and in neighboring states.

Local health districts have traced reported infections to gatherings of people, including school-related events, social gatherings, and recreational events. In the judgment of public health officials, reducing the size of these gatherings will reduce spread of the virus in communities and protect vulnerable Idahoans.

Since June 2020, there has been a significant and concerning increase in cases of COVID-19 among residents and staff at long-term care facilities in Idaho. Outbreaks often start with a staff member or a visitor and spreads to other staff members and residents. Many staff members and all residents of long-term care facilities are at a higher risk of severe complications associated with contracting COVID-19. Currently, over 100 residential facilities are investigating one or more COVID-19 cases, and four new outbreaks were declared at long-term care facilities on October 24, 2020.

The scientific evidence shows that at this stage of the pandemic, it is necessary to slow virus transmission to protect Idaho’s vulnerable population and to prevent the healthcare system from being overwhelmed. In consultation with state and federal epidemiologists and healthcare experts, this Order is intended to protect the lives and safety of Idahoans, preserve capacity in our healthcare system and slow the spread of COVID-19 by limiting public and private gatherings, requiring patrons to remain seated at bars and restaurants, mandating masks in long-term care facilities, and requiring individuals to maintain physical distancing whenever possible.

NOW, THEREFORE, THE GOVERNOR OF IDAHO AND IDAHO DEPARTMENT OF HEALTH AND WELFARE DIRECTOR ORDER:

1. **Gatherings.** As defined by the CDC “gathering” means “a planned or spontaneous event, indoors or outdoors, with a small number of people participating or a large number of people in attendance such as a community event or gathering, concert, festival, conference, parade, wedding, or sporting event.”
 - a. **Indoor Gatherings.** Indoor gatherings of more than 50 people, both public and private, are prohibited. Indoor gatherings of 50 or fewer people must adhere to the Physical Distancing and Sanitation Requirements in Section 3 of this Order.
 - b. **Outdoor Gatherings.** Outdoor gatherings, both public and private, are limited to 25% of the maximum permitted occupancy of the facility or space as documented in the occupancy permit. If no such occupancy permit or limit exists, occupancy is limited to the number of persons that can convene while adhering to the Physical Distancing and Sanitation Requirements in Section 3 of this Order.
 - c. **Bars, restaurants, and nightclubs.**
 - i. All patrons must remain seated while consuming food or drink or when otherwise remaining on the premises, except for when entering, exiting, or using the restroom;
 - ii. Seating must be arranged and maintained so that tables are spaced at least six feet apart; and
 - iii. Nightclubs may continue to operate as a bar, subject to the requirements of this Section and this Order.
 - d. **Exemptions.**
 - i. Gatherings for political expression – including polling locations – and religious activities are not subject to the provisions of this Section; provided, however, that gatherings for purposes of political expression and religious activities must adhere to the Physical Distancing and Sanitation Requirements in Section 3 of this Order;

- ii. Gatherings exceeding the size and capacity limitations specified in this Order may receive an exemption if the organizer submits a plan for the gathering to the local health district having authority where the gathering is to occur, receives approval of the plan from the local health district, and ensures compliance with the approved plan at the gathering. The plan and any exempted gatherings must adhere to the Physical Distancing and Sanitation Requirements in Section 3;
- iii. Gatherings as defined in this Section do not include “educational activities.” The term “educational activities” means activities involving students taught by an educator in a school or equivalent setting; or
- iv. Extra-curricular activities, including athletics, practice, matches, performances and games may continue, including attendance of the participants necessary for the competition to occur, including but not limited to players, instructors, coaches, and officials. Attendance by non-participants, including spectators, remains subject to the requirements specified in this Order, including but not limited to those identified in Sections 1(a), (b), and 3.

2. Face Coverings at Long-Term Care Facilities.

- a. Anyone who enters a long-term care facility or campus who is not a resident is required to wear a face covering that covers their nose and mouth at all times.
- b. Exemptions. This requirement does not apply to:
 - i. Children under the age of 5;
 - ii. Any person while consuming food or drink;
 - iii. Any person with a diagnosed medical condition, mental health condition, or disability which prevents wearing a face covering; or
 - iv. Any person who is deaf or hard of hearing for purposes of communication, or any person communicating with a person who is deaf or hard of hearing.

3. Physical Distancing and Sanitation Requirements.

- a. Individuals not residing within the same household shall maintain at least six-foot physical distancing from other individuals whenever possible.
- b. Individuals should:

- i. Wash hands with soap and water for at least twenty seconds as frequently as possible or use hand sanitizer;
 - ii. Cover coughs or sneezes (into the sleeve or elbow, not hands);
 - iii. Regularly clean high-touch surfaces and not shake hands;
 - iv. Stay home if sick;
 - v. Wear face coverings while in public, especially when six-foot distancing is not always possible (e.g., inside businesses); and
 - vi. Follow additional protocols established in the Governor's Guidelines for Opening up Idaho published at <https://rebound.idaho.gov/>.
- c. Employers shall:
- i. Develop and implement measures to ensure employees and customers maintain at least six-foot physical distancing from other individuals whenever possible;
 - ii. Provide adequate sanitation and personal hygiene for employees, vendors, and patrons; and
 - iii. Frequently disinfect commonly touched and high-traffic areas and regularly clean those areas.
- d. Employers should:
- i. Identify how personal use items such as masks, face coverings, and gloves may be required by employees, vendors, and/or patrons;
 - ii. Provide services while limiting close interactions with patrons;
 - iii. Identify strategies for addressing ill employees, which should include requiring COVID-19 positive employees to stay at home while infectious, and may include keeping employees who were directly exposed to the COVID-19 positive employee away from the workplace, and the closure of the business until the location can be properly disinfected;
 - iv. On a case-by-case basis, include other practices appropriate for specific types of businesses such as telework where appropriate, screening of employees for illness and exposures upon work entry, requiring non-cash transactions, etc.; and


- v. Implement additional protocols established in the Governor's Guidelines for Opening up Idaho and the business-specific protocols published at <https://rebound.idaho.gov/>.
4. The violation of any mandatory provision of this Order constitutes an imminent threat to public health. Violation of or failure to comply with a mandatory provision of this Order may constitute a misdemeanor punishable by fine, imprisonment, or both pursuant to Idaho Code § 56-1003(7)(c). The Governor and Director requests that the Sheriffs and Chiefs of Police in the State of Idaho, and Idaho State Police educate the public about this Order and ensure compliance with this Order.
5. This Order shall become effective as of October 27, 2020 at 12:00 a.m. and will continue to be in effect until it is extended, rescinded, superseded, or amended in writing by the Governor and Director.
6. The Stay Healthy Guidelines dated June 13, 2020 is hereby rescinded.
7. To decrease the spread of COVID-19, the cities, counties, public health districts, school districts, and institutions of higher education within the State of Idaho may enact more stringent public health orders than those set out in this Order.
8. Each county and each city must promptly provide copies of the Order as follows: (1) by posting the Order on its website, (2) by posting the Order at each county courthouse and each city hall, and (3) by providing a copy to any member of the public requesting it. The Order will also be posted on the website of the Department of Health and Welfare.
9. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

IT IS SO ORDERED:



BRAD LITTLE, GOVERNOR
STATE OF IDAHO

Dated: October 26, 2020



DAVE JEPPESEN, DIRECTOR
IDAHO DEPARTMENT OF HEALTH
AND WELFARE

Dated: October 26, 2020



City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Consideration and Approval of Festival of Trees Special Event

Recommendation and Summary

This report includes a description of the revised plan for the Festival of Trees event on December 5 from 8 a.m. to 6 p.m. at Ketchum Town Square. Staff recommends City Council approve or deny the special event application for this event.

"I move to approve/deny the special event application for Festival of Trees."

The reasons for the recommendation are as follows:

- Applicant has revised the event activities based on Council recommendations.
- City has adopted the Blaine County risk level plan and a new Health Order on October 19, which includes limitations on gatherings.
- On October 26, 2020, Governor Little moved Idaho back to Stage 3 protocols.

Introduction and History

At the October 19 City Council meeting, Council requested a revised plan for the Festival of Trees event due to the high number of anticipated attendees and elements of the event that would draw people into groups. The auctioning of the trees, Santa, carolers, and food and beverage (aside from cocoa and cookies) have been eliminated from the event. The auction will now take place at various businesses where the trees will be taken after the decorating event.

The revisions to the plan for the Festival of Trees event include:

- Date change from December 12 to Saturday, December 5
- Event Set Up - 8 a.m., Event Start - 10 a.m., Event End - 5 p.m., Clean Up by 6 p.m.
- Anticipated number of attendees – 100 over the course of the day.
- Ten total "staff" will rotate at the event throughout the day.
- Ten trees will be located in Town Square.
- Members of the public will be able to watch the volunteers decorate the trees.
- 2 to 3 volunteers at each tree (applicant offered to have individual volunteers work in shifts to ensure social distancing if requested)
- Hot cocoa, cider and pre-packaged cookies will be available for purchase. Area will be monitored for social distancing by volunteers.

- Wreaths and small decorated holiday trees will be available for purchase.
- Stanchions will be placed at sales area, monitored by two volunteers.
- Two salespeople and one cashier at wreath station (under cabanas).
- Sanitizing stations and masks available.

Analysis

Since Council's first review of the Festival of Trees application, Ketchum has been at the critical risk level for the past three weeks, the city issued a new Health Order limiting outdoor gatherings to 50 people, and due to the stress on Idaho's health system, Governor Little moved the state back to Stage 3.

The Stage 3 order on outdoor gatherings, "both public and private, are limited to 25% of the maximum permitted occupancy of the facility or space as documented in the occupancy permit. If no such occupancy permit or limit exists, occupancy is limited to the number of persons that can convene while adhering to the Physical Distancing and Sanitation Requirements ..."

The approximate size of the Ketchum Town Square paved area is 7,000 square feet. Using the 64 square foot calculation recommended for indoors, the space would allow approximately 110 people. Twenty-five percent is approximately 28 people.

Section 1d.ii. may allow an exemption from the state on occupancy:

Gatherings exceeding the size and capacity limitations specified in this Order may receive an exemption if the organizer submits a plan for the gathering to the local health district having authority where the gathering is to occur, receives approval of the plan from the local health district and ensures compliance with the approved plan at the gathering. The plan and any exempted gatherings must adhere to the Physical Distancing and Sanitation Requirements in Section 3."

Sustainability Impact

There is no sustainability impact.

Financial Impact

There is no financial impact.