



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL
Tuesday, September 03, 2019, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL

COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Welcome to representatives from Tegernsee Germany, Sister City to Ketchum

COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

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

2. Approval of Minutes: Regular Meeting August 19, 2019
3. Authorization and approval of the payroll register
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$482,674.67 as presented by the Treasurer.
5. Recommendation to Approve Alley Maintenance Agreement #20392 with Thad and Annette Farnham—City Administrator, Suzanne Frick
6. Recommendation to approve Purchase Order #20390 with C.H. Spencer LLC for Submersible Pump – Wastewater Superintendent, Mick Mummert

PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

7. **ACTION ITEM:** Third Reading of Ordinance #1201 ordering a bond election on the question of the issuance of a general obligation bond in an amount not to exceed \$11.5 million for design and construction of a Fire Station and acquisition of related equipment and apparatus – Mayor Neil Bradshaw
8. **ACTION ITEM:** Recommendation to hold a public hearing, deliberate, and approve the First Reading of Ordinance #1198 amendments to the City of Ketchum Subdivision regulations – Director of Planning & Building John Gaeddert

STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)

9. Discussion on quasi-judicial Council actions and ex-parte communications—City Attorney Matthew Johnson

EXECUTIVE SESSION

10. Discussion pursuant to 74-206 (1) (a)
11. Discussion pursuant to 72-206 (1) (f)

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.

Your participation and input is greatly appreciated. We would like to make this as easy as possible and familiarize you with the process. If you plan to speak, please follow the protocol below.

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 5:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

Public comment on other agenda items is at the discretion of the Mayor and City Council.

Public comments may also be sent via email to participate@ketchumidaho.org

Visit www.ketchumidaho.org and sign up for notifications on agendas, meeting packets, dates and more.

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Thank you for your participation.

We look forward to hearing from you



City Council

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Robin Crotty
208-726-3841

Monday, August 19, 2019

4:00 PM

Ketchum City Hall

Present: Mayor Neil Bradshaw
Council President Michael David
Councilor Jim Slanetz
Councilor Courtney Hamilton
Councilor Amanda Breen

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance & Internal Services Grant Gager
Interim Fire Chief, Tom Bowman

CALL TO ORDER

Mayor Neil Bradshaw called the meeting to order at 4pm.

COMMUNICATIONS FROM MAYOR AND COUNCILORS

Council President Michael David talked about the dynamics in the community with school being back in session in the middle of August and how that has affected the economy.

Mayor Neil Bradshaw welcomed Truck #1 to the Fire Department. He gave thanks to Tom Ancona and Mike Witthar on getting the truck here.

COMMUNICATIONS FROM THE PUBLIC New Section

Mayor Neil Bradshaw opened the meeting for public comment.

Principal of Hemingway School Tish Short, and teachers Ross Parsons and Cam Newton came to thank the council on behalf of the school and thanked the community for their support of Hemingway as well as the STEAM School. Tish Short talked about an upcoming meeting with maintenance and ground crews to discuss zero scape at Hemingway.

CONSENT AGENDA:

1. Approval of Minutes: Regular Meeting August 5, 2019

Councilor Amanda Breen pulled item 1 and advised that she did not support the \$18,000 for the Sustainability Committee and that it was actually Courtney Hamilton

Motion to approve the minutes with the change as noted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Councilor Courtney Hamilton
SECONDER:	Council President Michael David
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

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 \$715,266.63 as presented by the Treasurer.

Councilor Courtney Hamilton questioned the amount of poop bags bought for \$2,500. Director of Finance & Internal Services Grant Gager advised there are 600 wickets. Jim Slanetz would like biodegradable bags researched for future purchases.

Motion to approve the bills

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton
SECONDER:	Jim Slanetz
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

4. Monthly Financial State of the City—Director of Finance and Internal Services Grant Gager
5. Recommendation to approve contract 20380 with AlSCO – Wastewater Superintendent, Mick Mummert
6. Recommendation to Approve Purchase Order 20386 with Aqua - Aerobics Systems, Inc. for Filter Cloth Media - Wastewater Superintendent, Mick Mummert

Motion to approve items 2, 4, 5, and 6

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

PUBLIC HEARINGS AND DISCUSSIONS

7. **ACTION ITEM: Request to approve several mutual aid/auto aid agreements between emergency agencies – Interim Fire Chief Tom**

Mayor Neil Bradshaw advised we are seeking approval of the mutual and auto aid agreements between the emergency service agencies. This is part of transitioning the Rural Fire District.

Mayor Neil Bradshaw opened the meeting for public comment. No public comment.

Mayor Neil Bradshaw advised the Council that Interim Fire Chief Tom Bowman is present to answer questions. Councilor Courtney Hamilton agrees that the agreements are important for the life and safety of our community. She does not want to change the mutual aid agreements, however, clarified, without the Rural Fire District contract, we need to be sure we are protecting Ketchum. Mayor Neil Bradshaw hopes over the next couple of years we will be operating under one organization that will be fully integrated and stated that he supports the contracts in the packets.

Councilor Courtney Hamilton asked Interim Fire Chief Tom Bowman what is best for the community and if the actions of Ketchum would be changing. Tom Bowman clarified that we all need each other, and he does not think we would ever jeopardize the coverage of our citizens due to this agreement. Council President Michael David asked if the agreement changes the nature of anything if our staffing levels are less. Tom Bowman said it is up to the shift captain if we can afford to send people out of district to help a sister agency. The cities will be there for each other. Courtney Hamilton made grammar corrections to the contract. Tom Bowman will make the corrections prior to having the Mayor sign the contract.

Motion to authorize the Mayor to provide written notice to terminate the 2017 North Wood River Valley Fire Service Auto Aid Agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton
SECONDER:	Amanda Breen
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Interim Fire Chief Tom Bowman clarified the termination date to be midnight, September 30, 2019. Motion was reclarified including the effective date.

Motion to authorize the Mayor to enter into Agreement 20387, the 2019 North Wood River Valley Fire Service Auto Aid Agreement. Effective October 1, 2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton
SECONDER:	Amanda Breen
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

8. ACTION ITEM: Request to renew Joint Powers Agreement with Mountain Rides—Mayor Neil Bradshaw

Mayor Neil Bradshaw opened the meeting for public comment. There were no comments.

Motion to authorize the Mayor to enter into JPA 20388 to provide multimodal public transportation in Blaine County.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

9. ACTION ITEM: Third Reading of Ordinance No. 1199, Annual Appropriations Ordinance - Director of Finance and Internal Services Grant Gager

Mayor Neil Bradshaw outlined the changes based on the conversations from the last meeting and talked about the Sheriff's contract.

Mayor Neil Bradshaw opened the meeting for public comment.

Joyce Friedman talked about the elimination of two fire fighters and gave an example of how the emergency crews have assisted her in the past.

Silvia and Nick Miller praised the Emergency Service Personnel. Nick Miller talked about the efforts used to save him and asked the council to not reduce staff by two because without the service he received he would not be here today.

Jamie Dutcher said with increased tourism, elderly, expensive homes, and increased fire danger, reducing fire fighters by 2 is the wrong thing to do. She talked about depending on volunteers to do what professionals do is wrong. She praised the Fire Rescue people and said we can't survive without them.

Ed Simon praised Ketchum for funding events that create the vibrancy in Ketchum. He agrees with the comments heard today and urges council to listen. He gave praise to the Firefighters of Ketchum and talked about LOT revenues going up and down and how in the past cuts were made equal across the board, including Mountain Rides and Visit Sun Valley. He also talked about the LOT Ordinance and what it was developed to do and urged Council to look at that.

Jane Mitchell, Ketchum Resident, said she is hearing confusion. She would like the community to have a comprehensive plan that includes personnel, equipment and facility prior to asking the community for funding. Jane Mitchell said nobody knows what is happening and that is unfortunate when going out for bond.

Richard Canfield, resident talked about the budget saying Ketchum has the most highly trained emergency response agency in the county and talked his position on eliminating 2 positions. He talked about retaining the Ambulance Contract. He praised the 11 responders in Ketchum and talked about the public safety service that is needed for the events, tourists, and premium properties. He talked about Council's responsibilities and asked them to place public safety at the top of their list of priorities.

Colleen Quindlen spoke as a Ketchum Volunteer Firefighter. She praised the training program giving credit to the full-time staff. If 2 people are eliminated, she worries about the stress of the

people left. Colleen Quindlen stated, they are an excellent department. because of the 11-core people.

Rob Shawblock is a visitor speaking on behalf of the employees of the Ketchum Fire Dept. He talked about the stress of the fire fighters and advised of the needs of his family, when on vacation in Ketchum. He urged Council not cut the positions. He talked about the importance of public safety and stated by reducing staffing, you are reducing the service to the community. He previously has worked with Ketchum's fire professionals during the Beaver Creek Fire and praised them for their professionalism.

Curtis Smith, Staff Representative for IFF praised the tower truck and talked about the staffing levels needed to man the truck in a safe and efficient way and what the national standards are. He talked about eliminating staff thru attrition and would like to work together with council, State and IFF to save these positions. He praised the department for their skill and asked Council to reconsider. Council President Michael David asked him to elaborate on attrition. Curtis Smith explained that by using the attrition method it would give time to create creative ways to save these positions.

Mayor Neil Bradshaw advised this is the 3rd reading of Ordinance 1199 and asked Council for questions and comments. Council President Michael David asked Mayor Bradshaw to summarize where we are in the process. Mayor Neil Bradshaw summarized the position of the City explaining that he has taken into consideration all of the comments he has heard from the council in previous meeting and that is the budget that is being presented this evening at the Council's request. Council President Michael David talked about Emergency Services stating after hearing all comments, we can't afford to cut Emergency Services at this time and talked about the attrition process. He advised he is at a loss and doesn't know how we can pay for this. Councilor Courtney Hamilton agrees with Michael David saying she would like to find a way to fund these positions. Councilor Jim Slanetz agrees as well and talked about dipping into the reserve. Councilor Amanda Breen advised if we keep these positions, we will need to make a drastic shift of funds. She talked about her support of bus service and the need to look at staffing levels throughout the City and questioned what staff is the most important right now? She went on to say that the public is saying it's the Fire Department. Michael David agrees saying we don't have the time to take a comprehensive look and would like to talk about different revenue sources. Councilor Amanda Breen voiced support for dipping into the reserves. Jim Slanetz suggested taking more money out of marketing. Council continued to deliberate.

Mayor Neil Bradshaw talked about what is important as a City and about the shifting in the budget that has already been done to get to the balance they are at tonight. Councilor Amanda Breen asked what eliminating the proposed 3% in wage increases would be looked like. Grant Gager advised it would be about \$110,000. Grant Gager clarified the attrition process in the budget and how it works. Mayor Bradshaw clarified that by law we have to approve a budget. Jim Slanetz asked about the budget for sidewalks. Grant Gager clarified it is \$100,000. Jim Slanetz suggested cut \$100,000 from sidewalks and \$50,000 from marketing. Grant Gager explained the funds that are being affected and how to go forward. Councilor Amanda Breen is not in favor of reducing Marketing costs. Michael David asked Attorney Matt Johnson about the

process for additional readings. Councilor Courtney Hamilton asked about the refund from the County for police services. Grant Gager explained that we received the check, but the funds have already been reallocated for increased police services contract budget.

Attorney Matt Johnson advised that we need to re-notice and have more readings because of the substantial changes. Special meetings and deadlines were discussed. Courtney Hamilton talked about investing in our own wildfire trucks in the future

Council President Michael David said it is most important to maintain public safety and suggested the cut of employee raises to those whom earn over \$55,000 or possibly \$100,000 and asked Grant Gager what that number is over \$100,000. Grant Gager advised that would be a savings of \$13,000. Councilor Courtney Hamilton asked if we could go back to the firefighters with \$143,000 to see what they could do. Interim Fire Chief Tom Bowman asked for a 5-minute break for staff to come up with a plan.

Mayor Neil Bradshaw called for a 5-minute break. Mayor Bradshaw reconvened the meeting at 5:37 pm.

Mayor Neil Bradshaw read aloud the suggestions from staff stating that Council wants to fund the \$200,000 for 2 people in the Fire Department. Council does not want to impact Visit Sun Valley or Mountain Rides. Staff is hearing that the Council would like to lower the reserve to 16.67% to get \$33,000, and take, \$100,000 from the sidewalk budget. Council would also like to reduce the contingency from Blaine County Sheriff's leaving the contingency set at \$10,000 and taking another \$20,000. By funding the 2 positions in the Fire Dept the City can use the \$35,000 that was budgeted for shift assist. With these changes we would get to \$200,000.

The process was discussed. The budget will need to be re-noticed. Director of Finance and Internal Services, Grant Gager explained the legal notice process and possible meeting dates. Attorney Matt Johnson advised that this will be a public hearing.

Mayor Neil Bradshaw tabled this topic.

10. ACTION ITEM: Second Reading of Ordinance No. 1201 ordering a bond election on the question of the issuance of a general obligation bond in an amount not to exceed \$11.5 million for design and construction of a Fire Station and acquisition of related equipment and apparatus – Mayor Neil Bradshaw

Mayor Neil Bradshaw advised this is the 2nd reading for the bond language.

Mayor Neil Bradshaw opened the meeting for public comment. There was none.

A Planning/Advocacy committee was discussed and Mayor Neil Bradshaw explained that we can inform only. He talked about independent groups working on advocacy. Council President Michael David asked about staff and council advocating. Attorney Matt Johnson advised that everybody has a right to their opinion, but no city resources can be used. He cautions City staff not to comment since they are paid.

Councilor Jim Slanetz questioned outstanding debts. Director of Finance & Internal Services Grant Gager explained the general obligation debt and how bonds work.

STAFF AND COUNCIL COMMUNICATIONS

There were no comments

ADJOURNMENT

Motion to adjourn

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Neil Bradshaw, Mayor

Robin Crotty, 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			
01-1030-0000 PETTY CASH			
CASH	080619	Friday Adventure	115.34
01-2300-0000 DEPOSITS-PARKS & EVENTS			
HERNANDEZ, HILDA BARRAZA	082819	Deposit Refund	250.00
ALTITUDE EVENTS GROUP	081919	Deposit Refund	250.00
SUN VALLEY RECORDS	082319	Event Deposit Refund	250.00
JERSEY GIRL HDMC LLC	082819	Deposit Refund	250.00
SNOW SHAVE SUN VALLEY	082819	Deposit Refund	250.00
Total :			1,365.34
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	05219418	Napkins for Benefit Fair	3.32
ATKINSONS' MARKET	08423006	Benefits Meeting Snacks	24.65
COPY & PRINT, L.L.C.	1002	Office Supplies	156.38
COPY & PRINT, L.L.C.	INH-000149	calendars	72.49
COPY & PRINT, L.L.C.	INH-000167	Sheet Protectors	7.99
GEM STATE PAPER & SUPPLY	1008184	Paper Goods	87.94
SUN VALLEY NATURAL SPRING	00028785	Spring Water	69.99
01-4150-4200 PROFESSIONAL SERVICES			
CLEAR CREEK LAND CO. LLC	22839	180 090119	90.00
COPY CENTER LLC	1126	Posters	252.00
SENTINEL FIRE & SECURITY, IN	45893	2347 - Atkinsons Park	93.00
SENTINEL FIRE & SECURITY, IN	46124	4784 - 480 East Ave.	93.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
JOBS AVAILABLE, INC.	1918009A	Fire Chief Display Ad	541.40
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
CNA SURETY DIRECT BILL	61838199 0816	Blanket Notary Errors & Omissions Policy	156.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ARIA RESORT	073119	Caselle Conference - Bertovich & Rubel	560.10
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 08	2087264135 081319	966.85
CENTURY LINK	2087265574 08	2087265574 081319	51.71
SYRINGA NETWORKS	19AUG0403	Ethernet Bandwidth	3,000.00
VERIZON WIRELESS	365459737 081	365459737 081319	43.05
VERIZON WIRELESS	965494438 081	965494438 081019	43.05
VERIZON WIRELESS	965494438 081	965494438 081019	43.05
01-4150-5150 COMMUNICATIONS			
COPY CENTER LLC	1126	Vinyl Print	10.50
IDAHO SUNSHINE MEDIA LLC	8467	Display Ad	270.00
IDAHO SUNSHINE MEDIA LLC	8468	Display Ad	325.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
SNEE, MOLLY	1920	August Retainer	4,500.00
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001253907	960 082619	50.50
IDAHO POWER	2203990344 08	2203990344 081319	43.17
IDAHO POWER	2206570869 08	2206570869 081319	29.15
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
COLOR HAUS, INC.	224458	Primer	67.00
01-4150-6500 CONTRACTS FOR SERVICES			
S & C ASSOCIATES LLC	1391 - 1402	1391-1397, 1399-1402	5,726.25
Total ADMINISTRATIVE SERVICES:			17,377.54
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120254	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-4200 PROFESSIONAL SERVICES			
CENTER FOR CONTINUING EDU	5173-REV ADI	July Services	794.00
Total PLANNING & BUILDING:			794.00
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2110936	Gloves	26.58
GEM STATE PAPER & SUPPLY	1008112	Paper and cleaning supplies	371.21
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	917942	38950 081519	192.11
01-4194-4200 PROFESSIONAL SERVICES			
BACKGROUND INVESTATION B	CIT025080119-	Background Checks	59.85
01-4194-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001253909	960 082619	282.82
CLEAR CREEK DISPOSAL	0001253910	960 082619	85.50
CLEAR CREEK DISPOSAL	0001253911	960 082619	156.32
CLEAR CREEK DISPOSAL	0001254773	56339 082619	253.50
IDAHO POWER	2201272487 08	2201272487 082219	30.21
IDAHO POWER	2203313446 08	2203313446 081219	5.40
IDAHO POWER	2203538992 08	2203538992 082219	125.87
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	114970	Air Filter for mix	30.94
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	1908-537938	Broom and Pan	20.08
A.C. HOUSTON LUMBER CO.	1908-539128	Padlock	25.39
A.C. HOUSTON LUMBER CO.	1908-540723	Cutting Wheel	16.45
A.C. HOUSTON LUMBER CO.	1908-541529	Pink Paint	11.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	S3485346.001	Splash Pad Supplies	250.19
PIPECO, INC.	S3487806.001	Lower Field Supplies	106.63
PIPECO, INC.	S3491863.001	Coupling Expansion	14.22
PIPECO, INC.	S3493486.001	6 Snow Shovels for Wagon Days	132.23
PIPECO, INC.	S3495733.001	Hose Timer	38.13
PIPECO, INC.	S3498943.001	Kid's Shop Supplies	31.90
Total FACILITY MAINTENANCE:			2,267.51

POLICE**01-4210-3200 OPERATING SUPPLIES**

CHATEAU DRUG CENTER	2111883	Supplies	9.96
CHATEAU DRUG CENTER	2115252	Sign Cleaner	15.16

01-4210-3610 PARKING OPS PROCESSING FEES

CALE AMERICA, INC.	154190	April Way to Park	35.70
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01-4210-3620 PARKING OPS EQUIPMENT FEES

VERIZON WIRELESS	965494438 081	965494438 081019	43.05
VERIZON WIRELESS	965494438 081	965494438 081019	43.05
CALE AMERICA, INC.	154190	April Active Meters	165.00

01-4210-4200 PROFESSIONAL SERVICES

BACKGROUND INVESTATION B	CIT025080119-	Background Checks	22.95
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01-4210-4250 PROF.SERVICES-BCSO CONTRACT

BLAINE COUNTY CLERK/RECOR	201020	BCSO Law Enforcement Services	134,753.75
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Total POLICE:

135,088.62

FIRE & RESCUE**01-4230-3200 OPERATING SUPPLIES FIRE**

ATKINSONS' MARKET	04808527	CoFFEE	13.77
CHATEAU DRUG CENTER	2113344	Supplies	4.27
GEM STATE PAPER & SUPPLY	1007467	Paper Goods	104.22
MARTIN, SETH	080219	Kusshi Creek Fire Reimbursement	867.25

01-4230-3210 OPERATING SUPPLIES EMS

ATKINSONS' MARKET	04808527	CoFFEE	13.77
BOUNDTREE MEDICAL	83306811	Medical Products	93.16
BOUNDTREE MEDICAL	83308445	Medical Products	115.08
BOUNDTREE MEDICAL	83310209	Medical Products	33.79
BOUNDTREE MEDICAL	83311778	Medical Products	160.65
BOUNDTREE MEDICAL	83314893	Medical Supplies	36.76
BOUNDTREE MEDICAL	83316765	Medical Supplies	308.67
BOUNDTREE MEDICAL	83318415	Medical Products	59.37
BOUNDTREE MEDICAL	83318416	Medical Supplies	118.74
CHATEAU DRUG CENTER	2113344	Supplies	4.26
GEM STATE PAPER & SUPPLY	1007467	Paper Goods	104.21
MCKESSON	62165177	Wipes	16.02
PRAXAIR DISTRIBUTION INC.	91316017	Cylinder Rental	50.13

01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE

UNITED OIL	917812	37267 081519	201.04
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Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	917812	37267 081519	244.40
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001254252	1848 082619	57.46
COX WIRELESS	047339201 080	047339201 080719	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
VERIZON WIRELESS	765494480 081	765494480 081319	177.83
COX WIRELESS	027222301 082	027222301 082019	59.72
OTTO ENGINEERING INC	1046561	Radio Work	16.73
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
COX WIRELESS	027222301 082	027222301 082019	59.71
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
A.C. HOUSTON LUMBER CO.	1908-540210	Bolts	5.34
ALSCO - AMERICAN LINEN DIVI	LBO11729646	5109 081919	29.75
CHATEAU DRUG CENTER	2110555	Primer and Paint	10.43
RIVER RUN AUTO PARTS	6538-145023	Weatherstrip	12.99
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS			
CHATEAU DRUG CENTER	2111952	Key Hook	7.11
Total FIRE & RESCUE:			3,086.42
STREET			
01-4310-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	08417452	Breakfast for Chip Seal Crew	23.31
ATKINSONS' MARKET	08418165	Breakfast for Chip Seal Crew	7.88
ATKINSONS' MARKET	08418247	Breakfast for Chip Seal Crew	19.16
DAVIS EMBROIDERY INC.	33953	Street Shirts	24.00
GEM STATE PAPER & SUPPLY	1007315	Paper Goods	66.32
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	917814	37269 081519	1,255.52
01-4310-4200 PROFESSIONAL SERVICES			
S. ERWIN EXCAVATION INC	19-533	Chip Hauling	2,385.00
CANYON EXCAVATION. LLC	1697	Truck for Chip Seal	1,485.00
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
MCSTAY, BRUCE	082619	Reimbursement for Meals	81.67
HOAG, MACKENZIE	082619	Reimbursement for Wagon Pickup Meals	104.12
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 081	365459737 081319	42.96
VERIZON WIRELESS	365459737 081	365459737 081319	43.05
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 08	2204882910 081419	356.64
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
KODIAK AMERICA LLC	004159	Blower Head #2	25,597.53
NAPA AUTO PARTS	984344	Truck Part	38.43
NAPA AUTO PARTS	984377	Spindle Nut	26.49
NAPA AUTO PARTS	984585	Air and Lube Fil	65.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	S3473218.001	Sprinkler	6.12
WESTERN STATES CAT	082719	Credit Taken Twice	1,200.00
WESTERN STATES CAT	IN001053162	Remove and Inspect Blower #2 Transmission	23,335.90

01-4310-6910 OTHER PURCHASED SERVICES

ALSCO - AMERICAN LINEN DIVI	LBO11729247	5831 081619	43.63
ALSCO - AMERICAN LINEN DIVI	LBO11731167	5831 082319	43.63
TREASURE VALLEY COFFEE IN	2160 06259462	Drinks	104.64
CINTAS FIRST AID & SAFETY	5014513879	First Aid Supplies	56.96

01-4310-6930 STREET LIGHTING

IDAHO POWER	2200059315 08	2200059315 081219	5.29
IDAHO POWER	2200506786 08	2200506786 081219	5.85
IDAHO POWER	2201013857 08	2201013857 082219	10.78
IDAHO POWER	2201174667 08	2201174667 081219	9.31
IDAHO POWER	2202627564 08	2202627564 081219	7.98
IDAHO POWER	2203027632 08	2203027632 081219	5.29
IDAHO POWER	2203855230 08	2203855230 082219	52.03
IDAHO POWER	2204535385 08	2204535385 082219	57.89
IDAHO POWER	2204882910 08	2204882910 081419	1,490.68
IDAHO POWER	2205963446 08	2205963446 081219	20.98
IDAHO POWER	2206773224 08	2206773224 082219	8.42

01-4310-6950 MAINTENANCE & IMPROVEMENTS

FASTENAL COMPANY	IDJER84528	Broom	69.10
IDAHO ASPHALT SUPPLY, INC.	3-406351	Chip Seal	14,530.25
IDAHO ASPHALT SUPPLY, INC.	5-406352	Chip Seal	13,898.50
IDAHO ASPHALT SUPPLY, INC.	5-406353	Chip Seal	14,278.50
IDAHO ASPHALT SUPPLY, INC.	5-406354	Chip Seal	14,444.75
IDAHO ASPHALT SUPPLY, INC.	5-407310	Chip Seal	14,197.75
IDAHO ASPHALT SUPPLY, INC.	5-407806	Credit	8,721.00-
TRAFFIC SAFETY STORE	INV000698875	Traffic Cone	88.57
TRAFFIC SAFETY STORE	INV000700646	100 Traffic Cones	2,639.96

Total STREET:

123,514.79

RECREATION**01-4510-3100 OFFICE SUPPLIES & POSTAGE**

BUSINESS AS USUAL INC.	148016	supplies	54.68
CHATEAU DRUG CENTER	2115077	Hole Punch	10.44

01-4510-3200 OPERATING SUPPLIES

A.C. HOUSTON LUMBER CO.	1908-543318	Supplies	380.33
A.C. HOUSTON LUMBER CO.	1908-543339	Wood	53.38
CHATEAU DRUG CENTER	2115077	Soap	3.79
SYSCO	140484376	Concession & Supplies	191.46

01-4510-3250 RECREATION SUPPLIES

IDAHO LUMBER & HARDWARE	786014	Staples and Poly Film	44.98
KETCHUM KITCHENS	220000087793	Bowls	19.40

01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY

ATKINSONS' MARKET	04798994	Concessions	7.35
ATKINSONS' MARKET	04813569	Concessions	20.32
ATKINSONS' MARKET	06351596	Concessions	50.29
ATKINSONS' MARKET	08412216	Concessions	52.72
ATKINSONS' MARKET	08413548	Concessions	25.42

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	08421557	Concessions	7.77
ATKINSONS' MARKET	08423716	Concessions	49.14
SYSCO	140484376	Concession & Supplies	15.76
01-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	917813	37268 081519	61.91
01-4510-4200 PROFESSIONAL SERVICE			
OHIO GULCH TRANSFER STATI	125871	Asphalt DIRT Lumber	2.20
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 08	2206452274 082219	574.07
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
COLOR HAUS, INC.	224061	Paint and Supplies	41.36
COLOR HAUS, INC.	224167	Paint and Supplies	127.97
Total RECREATION:			1,794.74
Total GENERAL FUND:			289,058.88
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-2900 AWARDS			
MASON'S TROPHIES & GIFTS	89557	Wagon Days Trophies	129.62
02-4530-3100 OFFICE SUPPLIES & POSTAGE			
SUN VALLEY EVENTS	082619	Reimbursement for Postage	51.70
02-4530-3200 OPERATING SUPPLIES			
PRESS PRINT HOUSE	1106	Wagon Day's T Shirts	202.00
02-4530-3250 SOUVENIRS SUPPLIES			
PRESS PRINT HOUSE	1106	Wagon Day's T Shirts	933.00
BLAINE COUNTY HISTORICAL	438875	SV Sunvalley Indians Book	100.80
MJ GRIFFITH & ASSOCIATES	19180	Wagon Days Books	359.28
02-4530-4200 PROFESSIONAL SERVICES			
LIVE AUDIO PRODUCTION LLC	082619	8-PA Systems Along Parade Route	2,700.00
SUN VALLEY EVENTS	082619	Final Payment Contract - Event Coordinator	3,125.00
SUN VALLEY EVENTS	082719	Lodging for Tanner Crew	2,780.70
02-4530-4210 PARADE PARTICPNT/FIDDLERS/POETS			
PINSON, BRUCE	081519	Poet	200.00
DILLWORTH, BRYAN	081519	Poet	200.00
FRENCH, MICHAELA	081519	Musician	150.00
CONNOR, MICHAEL	081519	Musician	150.00
MUELLER, MARK	081519	Musicians	300.00
ALKIRE, BRUCE	081519	Musician	150.00
LANTRY, TOM	081519	Musician	150.00
WHEELER, NED	081519	Musician	150.00
SARTIN, JOE	081519	Poet/Musician	300.00
SMITH, MONTE	082819	Wagon Days - Tavel for Wagon and Team	50.00
ELSER, OREL	081519	Poet	200.00
BLANKMAN, COLTON	081519	Poet	200.00
PHAU, TONY	081519	Musician	150.00
WAKEFIELD, RICK	081519	Musician	150.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
LIVENGOOD, MATT	082819	Mustang Entry	250.00
CONE, DANE	082819	Tegrensee Entry	450.00
SANCHEZ, PALOMA	082819	Escaramucha	450.00
02-4530-4220 GRAND MARSHAL DINNER			
DESPERADO'S INC.	678199	Grand Marshall Celebration	1,800.00
02-4530-4230 HISTORY/CHILDREN'S ACTIVITIES			
TOM'S MINI TRAIN	586	WAGON DAYS TRAIN	710.00
02-4530-4240 CONCERT			
LIVE AUDIO PRODUCTION LLC	082419	Hydrolic Stage Van Rental	2,000.00
LIVE AUDIO PRODUCTION LLC	082519	WAGON DAYS - Sound, stage and Backline	4,000.00
HARPETH RIVER RECORDS	082619	20335 Final Payment	4,250.00
Total WAGON DAYS EXPENDITURES:			26,792.10
Total WAGON DAYS FUND:			26,792.10
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80085116	Management Fee	11.30
Total GENERAL CIP EXPENDITURES:			11.30
Total GENERAL CAPITAL IMPROVEMENT FD:			11.30
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	49	Monthly Payment per contract	36,666.66
22-4910-6060 EVENTS/PROMOTIONS			
A.C. HOUSTON LUMBER CO.	1908-535073	Paint	10.07
A.C. HOUSTON LUMBER CO.	1908-536923	Paint	28.11
COLOR HAUS, INC.	223660	Paint	16.32
ECONO SIGNS LLC	10-951927	Signs	2,971.46
SPICER, JASON	082619	PA & DJ Skate Comp	300.00
SWANK MOTION PICTURES, INC	2706435	Jaws DVD	379.00
SWANK MOTION PICTURES, INC	2727802	The Goonies DVD	379.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11042	Monthly Installment	55,475.00
Total ORIGINAL LOT TAX:			96,225.62
Total ORIGINAL LOT FUND:			96,225.62
WATER FUND			
WATER EXPENDITURES			
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	272372	Office Supplies	11.37
UNIFIED OFFICE SERVICES	272651	Batteries	14.50
UNIFIED OFFICE SERVICES	273126	Labels	7.44

Vendor Name	Invoice Number	Description	Net Invoice Amount
USA BLUEBOOK	F930321	Freight	49.86
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1908-540245	Gloves	17.59
ALSCO - AMERICAN LINEN DIVI	LBOI1729276	5192 081619	22.49
ALSCO - AMERICAN LINEN DIVI	LBOI1729278	5493 081619	55.79
CHATEAU DRUG CENTER	2107885	White Plate	22.76
CHATEAU DRUG CENTER	2112570	Supplies	5.22
GEM STATE PAPER & SUPPLY	1007434	Paper Supplies	55.84
PIPECO, INC.	S3497506.001	Paint	133.71
TREASURE VALLEY COFFEE IN	2160 06226444	COFFEE	60.30
TREASURE VALLEY COFFEE IN	2160 06226446	COFFEE/power drinks/	195.75
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	917816	37271 081519	421.20
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E260110	55 gal T-Chlor x 2	492.48
63-4340-4200 PROFESSIONAL SERVICES			
BANYAN TECHNOLOGY INC.	20614	Batteries	275.51
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO RURAL WATER ASSOCIA	E12755-606729	Rio Tognoni Certification Math Review	120.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365516521 081	365516521 081319	131.11
VERIZON WIRELESS	965494438 081	965494438 081019	43.05
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 08	2202458903 082119	84.90
IDAHO POWER	2206786259 08	2206786259 082119	23.86
OHIO GULCH TRANSFER STATI	126913	Asphalt Dirt Lumber	199.40
OHIO GULCH TRANSFER STATI	126941	Asphalt Dirt Lumber	222.40
PETROLEUM STORAGE TANK F	26106	Annual Renewal Statement	75.00
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-144954	Washer Solvent	22.50
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
COLOR HAUS, INC.	224317	Supplies	66.83
COLOR HAUS, INC.	224422	Supplies	8.06
Total WATER EXPENDITURES:			2,838.92
Total WATER FUND:			2,838.92
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, LLC	0721926	Meter Boxes and Assembly	5,189.54
PIONEER PLUMBING & HEATIN	210042	Meter Supplies	829.08
64-4340-7802 KETCHUM SPRING WA CONVERSION			
USA BLUEBOOK	939946	Repair Clamp	245.95
CANYON EXCAVATION. LLC	20316 3	20316 3	35,541.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CIP EXPENDITURES:			41,805.97
Total WATER CAPITAL IMPROVEMENT FUND:			41,805.97
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	272372	Office Supplies	11.38
UNIFIED OFFICE SERVICES	272651	Batteries	14.50
UNIFIED OFFICE SERVICES	273126	Labels	7.45
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1729276	5192 081619	22.49
ALSCO - AMERICAN LINEN DIVI	LBOI1729277	5292 081619	103.01
CHATEAU DRUG CENTER	2111639	Supplies	13.27
65-4350-3400 MINOR EQUIPMENT			
McMASTER-CARR SUPPLY CO.	12523100	Supplies	197.35
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	917815	37270 081519	30.83
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
RIGGS, CHAD	082819	Hep A & B Immunization	106.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 08	2087268953 081319	54.04
VERIZON WIRELESS	965494438 081	965494438 081019	25.59
VERIZON WIRELESS	965494438 081	965494438 081019	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 08	2202158701 081319	10,488.37
IDAHO POWER	2202703357 08	2202703357 082119	65.83
IDAHO POWER	2206786259 08	2206786259 082119	23.87
IDAHO POWER	2224304721 08	2224304721 081219	10.44
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	984154	Fluids	32.45
NAPA AUTO PARTS	984385	Antifreeze	47.45
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	1908-540240	Cement	78.87
A.C. HOUSTON LUMBER CO.	1908-541022	Wood	46.40
McMASTER-CARR SUPPLY CO.	12523100	Supplies	112.20
MOSS GARDEN CENTER	173552	Weed and Feed	92.77
PLATT ELECTRIC SUPPLY	V942534	Parts	32.13
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
RIVER RUN AUTO PARTS	6538-144877	Antifreeze	68.85
ENVIRO-CLEAN INTERMOUNTA	19-7003	Nozzle Pipe	79.28
Total WASTEWATER EXPENDITURES:			11,804.83
Total WASTEWATER FUND:			11,804.83

Vendor Name	Invoice Number	Description	Net Invoice Amount
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7600 MACHINERY AND EQUIPMENT			
USA BLUEBOOK	988311	Hach Round Bulb	623.46
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
HDR ENGINEERING, INC.	1200208949	20175 1200208949	5,593.59
Total WASTEWATER CIP EXPENDITURES:			6,217.05
Total WASTEWATER CAPITAL IMPROVE FND:			6,217.05
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
IDAHO SUNSHINE MEDIA LLC	8538	Display Ad	270.00
SNEE, MOLLY	082719	Visitor Center Mural	6,000.00
Total PARKS/REC TRUST EXPENDITURES:			6,270.00
Total PARKS/REC DEV TRUST FUND:			6,270.00
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8000 GATEWAY MARRIOTT AUTOGRAPH HOTEL			
S & C ASSOCIATES LLC	1391 - 1402	1398	1,650.00
Total DEVELOPMENT TRUST EXPENDITURES:			1,650.00
Total DEVELOPMENT TRUST FUND:			1,650.00
Grand Totals:			482,674.67

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

September 3, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Alley Maintenance Agreement 20392 with Anette and Thad Farnham

Recommendation and Summary

Staff is recommending the Council approve Agreement 20392 and adopt the following motion:

I move to authorize the Mayor to sign Agreement 20392.

The reasons for the recommendation are as follows:

- There are two units proposed to be constructed at 371 W. 7th Street with vehicle access from the alley. Because the City does not maintain alleys in residential districts, a project condition of approval required the applicant to enter into an alley maintenance agreement.
- The proposed agreement is acceptable to the applicant and the City.

Introduction and History

Residential alleys are not maintained by the City. Snow removal and general maintenance responsibilities rest with the adjacent property owners. When new development is proposed, and the development proposes primary access from a residential alley, the City requires the developer to enter into an alley maintenance agreement. This agreement ensures the alley is accessible and maintained by future owners.

Analysis

Each alley maintenance agreement is tailored for the specific project and location. This Agreement is for the alley between 7th and 8th Street and 3rd and 4th Avenues. As proposed, the alley will be open in the summer and partially open during the winter. This has been the historic condition for this alley. The proposed Agreement has been reviewed and approved by all parties.

Financial Impact

There is no financial impact associated with the Agreement.

Attachments:

Alley Maintenance Agreement 20392

Recording Requested By and
When Recorded Return to:

City of Ketchum
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

For Recording Purposes Do
Not Write Above This Line

GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT 20392

This maintenance agreement ("Agreement") is made and entered into as of the ____ day of _____, 2019, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the alley between 7th Street and 8th Street between 4th Avenue and 3rd Avenue as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and Thad and Anette Farnham who are the owners of that certain parcel of real property (herein "Owner") as more specifically delineated on Exhibit "B" attached hereto and referred to as "Development".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of _____ 2019, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of road mix, and for the maintenance, snow removal and repair of the Alley. The Alley shall always be open and available to the public, except in winter when a portion of the Alley is used for snow storage, and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that such use shall not materially interfere with the use of the Alley by the Owner for the Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against

the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** -As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Owner shall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations, Repair and Maintenance**
 - a) Owner installed 4 inches of road mix at a width of 20 feet for the length of the Development parcel which was inspected and approved by the City.
 - b) Owner agrees, at its sole cost and expense, to keep the Alley in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the portion of the alley adjacent to the Development for a width of 20 feet and to place all removed snow at the northern portion of the Alley as identified in Exhibit A. Only snow removed by the Owner shall be permitted to be stored in the Alley. In the event the City determines the Alley must be open during the winter, Owner shall identify an alternative snow storage area. Owner shall perform all repairs and maintenance to the Alley covered by this Agreement.
 - c) The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written demand.
 - d) All alterations, maintenance and repairs by Owner upon the Alley shall be performed in a good manner reasonably satisfactory to the City.
 - e) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such

holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.

- f) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
 - g) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.
8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of road mix and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times, except in winter when a portion of the Alley is used for snow storage, and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.
9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City 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 on City property. Owner shall further indemnify and hold City 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 City by reason of such claim, Owner, upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City. Owner, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.
10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable

laws, regulations, rules and orders with respect to the use of the Alley, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.

11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

To Owner:

Thad and Annette Farnham
PO Box 3535
Ketchum, Idaho 83340

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.
13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either party requiring further consent or approval shall not be deemed to waiver or render unnecessary that party's consent or approval to or of any subsequent similar acts.
14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees/Jury Waiver** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties

under this Agreement, the party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.

16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability**-Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing& Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5th Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.
21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with any taxes thereon.
22. **Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.
24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day

and year first written above by their duly authorized representatives.

OWNER:

CITY OF KETCHUM:

By:_____

By:_____

By:_____

Neil Bradshaw, mayor

Thad and Anette Farnham

ATTEST:

Robin Crotty
City Clerk

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally THAD FARNHAM 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 _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally ANETTE FARNHAM 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.

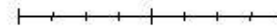
Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2018, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor 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 _____





City of Ketchum

September 3, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 20390 With C.H. Spencer, LLC for Submersible Pump

Recommendation and Summary

Staff is recommending the council approve Purchase Order 20390 with C.H. Spencer, LLC and adopt the following motion:

“I move to approve Purchase Order 20390 with C.H. Spencer, LLC for the purchase of a submersible pump for the wastewater treatment plant in the amount of \$13,720.00.”

The reasons for the recommendation are as follows:

- The new pump will replace a larger, less efficient pump. This will help us in our sustainability goals for the wastewater treatment plant and the City.
- The old pump being replaced has sustained damage which may cause it to fail at any time.
- The pump being replaced was purchased from a manufacturer that is no longer in business making repairs and replacement parts expensive and difficult to find.

Introduction and History

The effluent pumping station at the treatment plant was built in 2004. It was originally designed with three identical pumps with a 40-horsepower motor on each pump. Only one pump runs at any given time. Current flows do not require a pump of this size all the time. This new pump is a smaller 17-horsepower pump that would run a majority of the time with one of the larger pumps taking over when high flows dictate. This pumping model was instituted in our influent pumping station about four years ago with very good results.

Analysis

Quotes for three pumps from different manufacturers were received as follows:

ABS Pumps	\$13,720.00
Fairbanks Pumps	\$21,710.00
Flygt Products	\$20,730.48

The low bid from ABS Pumps is being recommended for purchase. The ABS pump is the least expensive as well as consistent with other pumps at the treatment plant.

Financial Impact

Funds for the purchase of the pump will come from the capital improvement construction line item of the Wastewater Expenditures Budget and were budgeted for FY19. As a capital improvement expenditure, this expense will be shared equally with the Sun Valley Water and Sewer District.

Attachments:

Purchase Order 20390

Bid – ABS Pump (C.H. Spencer)

Bid – Fairbanks Pump (C.H. Spencer)

Bid – Flygt Pump (Xylem Water Solutions)



City of Ketchum
City Hall

Purchase Order

Number: 20390

Date: 9/3/2019

Vendor: C.H. Spencer, LLC
3600 E Newby St
Nampa, ID 83687

Quote Ref: XFP Pump Replacement

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1		ABS XFP 200G CB1.1 PE130/6 3/60/460 Submersible Pump with 49' Cable and Seal Fail/Temp Relay	13,720.00	13,720.00
		Subtotal		13,720.00
		Freight – Prepay and add		
			Total	

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with expected delivery to Mick Mummert, Wastewater Dept. Supervisor, at mmummert@ketchumidaho.org or (208) 726-7825.

Please Ship Above Listed Items to:

City of Ketchum WWTP
Attn: Mick Mummert
110 River Ranch Rd
Ketchum, ID 83340

Billing Address:

City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Order Submitted By:

Neil Bradshaw, Mayor



C.H. Spencer LLC

3600 E Newby St
Nampa, ID 83687
Phone: 208-442-6407
Fax: 801-972-5216

To: City of Ketchum
Attn: Jeff Vert
Date: 5/14/2019
Reference: XFP Pump Replacement

C.H. Spencer LLC is pleased to offer the following proposal for products and services as defined in this scope letter for the above referenced project.

I: EQUIPMENT DESCRIPTION:

Replacement ABS Pump

Qty. (1) ABS XFP 200G CB1.1 PE130/6 3/60/460

- Contrablock Non-clog Impeller
- 17.4 HP 1180 RPM 3/60/460 Submersible Motor
- 49' Submersible cable
- Qty. (1) 110V-230V CA462 Seal Fail/Temp Relay

C.H. Spencer's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. Installation, wiring, anchor bolts, foundations, templates, miscellaneous piping not integral with the pumping equipment, external lubrication piping systems and instrumentation, valves, gauges, controls, motor starter, finish paint at the job site, unloading and movement of equipment at site, storage, assembly of equipment at site, field testing and or/ seismic analysis, and commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal. Intermediate bearing supports for intermediate shafting are to be provided by others. Any bolts, nuts or associated hardware required for motors, pumps or pump cans is not part of C.H. Spencer's Scope of Supply. Any type of lubrication or oil required for the equipment described above is not part of C.H. Spencer's Scope of Supply.

II: APPLICABLE SPECIFICATIONS:

Installation is not included in C.H. Spencer's Scope of Supply.

Any type of Alignment including laser Alignment is not Part of C.H. Spencer's Scope of Supply unless specifically called in our Scope of Supply. Alignment must be performed per manufactures O&M Manual, if these procedures are not followed warranty will be void on equipment listed above. It is not C.H. Spencer's responsibility to certify alignment on equipment unless alignment is performed by C.H. Spencer.

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering. Furthermore, any item that is not listed above is not part of C.H. Spencer's Scope of Supply, any item required by specification and not listed above is not part of C.H. Spencer's Scope of Supply. Any additional specification or Drawing required is not part of C.H. Spencer's Scope of Supply.

III: SERVICES:

Listed Above

IV: SCHEDULES:

Submittal drawings and procedures for approval will be available within (2-4) weeks after date of CH Spencer's order acknowledgement; provided that C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order and all of the required design information from the customer.

Any delay after 15 days on returning the approval submittals from the customer may impact the price and/or equipment delivery schedule.

Please allow an estimated 14-16 weeks for delivery to job site from date of engineering approval.

Unless specifically instructed otherwise, all equipment will be released to production upon receipt of approved submittals. Storage fees may apply, and warranty may be affected if the customer's schedule for receipt of goods exceeds C.H. Spencer's estimated lead time.

V: PRICING:

C.H. Spencer is pleased to offer the following pricing for the above referenced project:

Total

\$13,720.00

Pricing does not include taxes, FOB point of manufacture with freight pre-paid and allowed.
Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

VI: ESCALATION:

The prices as quoted will be held firm through the quoted delivery period provided **C.H. Spencer LLC** has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to **C.H. Spencer LLC** within the 30 days from the date submitted and the equipment has been released to manufacture.

VII: TERMS AND CONDITIONS:

This proposal is valid for acceptance through (15) days from referenced bid date and is subject to the attached CH Spencer terms and conditions. If there are any differences between the CH Spencer terms and any part of the bid specifications, then the CH Spencer terms shall apply and take precedence.
C.H. Spencer will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project.
C.H. Spencer will be willing to negotiate final terms and conditions with the awarded contractor after the bid date.
Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.
C.H. Spencer's full set of terms and conditions can be found at www.chspencer.com and will apply to this offering in full.

VIII: WARRANTY:

The Manufacturer's standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of C.H. Spencer's Scope of Supply.

IX: TERMS OF PAYMENT:

C.H. Spencer & Company terms of payment for this proposal is net 30 days from the date of invoice unless stated otherwise above, subject to our Credit Department approval. All equipment will be invoiced on the date of shipment. Partial shipments and partial payments are to be allowed.

Very truly yours,
Matt Clemens
Sales Engineer
C.H. Spencer LLC

Our Standard Terms and Conditions as stated at the end of this quotation apply and are a part of this proposal:

Accepted by (type name)

X_____
Signature:

Firm Name:

Date:

Date:

for C.H. Spencer LLC

X_____
Signature:

C.H. SPENCER TERMS & CONDITIONS

1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
4. **Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount. The maximum liability of the Seller shall be the value of the purchase order or item, whichever is lower.
5. **Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
6. **Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
7. **Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made, SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
8. **Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
9. **Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
10. **Assignments and Subcontracting:** No part of this Agreement may be assigned or subcontracted without the prior written approval of SELLER.
11. **Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
12. **Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
13. **Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
14. **Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified. .
15. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of UTAH.
16. **Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
 - Fair Labor Standards Act of 1938, as amended.
 - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O.

- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$2,500.
 - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
17. **Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
 18. **Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
 19. **Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
 20. **INSURANCE AND CLAIMS. :** If Supplier is required to maintain insurance, such insurance shall not exceed the following requirements: (i) general liability insurance in an amount up to \$5,000,000 per occurrence; (ii) motor vehicle insurance with a combined single limit of \$2,000,000; (iii) worker's compensation as required by applicable law and (iv) employer's liability insurance in an amount up to \$1,000,000. In addition, if Supplier is required to waive subrogation, Purchaser shall waive all subrogation claims
 21. **DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.
 22. **INDEMNIFICATION OF SUPPLIER:** To the extent that the Contract contains any indemnification of Purchaser by Supplier, Supplier's indemnification obligations are conditioned upon, and limited to the extent of, Supplier's fault and shall be limited to claims by third-parties. Supplier's indemnity obligations specifically exclude damages or costs of any and all kinds related in any way to any matter that is covered by Supplier's warranty (which warranty shall be Buyer's sole remedy for all such matters). Any indemnification of Buyer by Supplier for infringement of intellectual property specifically excludes (i) any product that is furnished in accordance with Buyer's drawings, designs, specifications and/or directions, (ii) infringement by any subcontractor designated by Buyer, (iii) any claim of patent infringement relating to the incorporation of the product(s) into any other product or process and (iv) Buyer's modification of the product(s).
 23. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this Agreement after Purchaser's payment of the purchase price for the product(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
 24. **WARRANTY:** Supplier warrants all Products as to material and workmanship and that the Products shall conform to the specifications, drawings, and designs provided by Purchaser, if any. Supplier's sole obligation under this warranty shall be to repair or replace any non-conforming goods. Upon the reasonable request of Supplier, Purchaser will return any defective part(s) or Product(s) to Supplier. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES, OR CONDITIONS, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. In the event of any breach of warranty by Supplier, Purchaser shall: (i) notify Supplier of the nature of the breach; (ii) provide Supplier with accurate and complete information concerning the breach; (iii) provide access to the Products by Supplier and Supplier's agents and (iv) allow Supplier a reasonable opportunity to effectuate repairs and/or modifications to the Products or to otherwise cure the breach. In the event that Purchaser does not fulfill the conditions set forth in the preceding sentence, Supplier shall not be liable for any damages, losses or expenses incurred by Purchaser or any other person in connection with any breach of Supplier's warranty. The original warranty period shall not be extended by virtue of any intervening warranty claim.



C.H. Spencer LLC

3600 E Newby St
Nampa, ID 83687
Phone: 208-442-6407
Fax: 801-972-5216

To: City of Ketchum
Attn: Jeff Vert
Date: 8/22/2019
Reference: Fairbanks Pump Replacement

C.H. Spencer LLC is pleased to offer the following proposal for products and services as defined in this scope letter for the above referenced project.

I: EQUIPMENT DESCRIPTION:

Qty (1) Fairbanks Model D5434S MV, 8"

- Cast iron construction, SS shaft
- 15HP 900RPM TEFC Explosion Proof motor, TEFC 460/3/60
- 50ft power and control cable
- Moisture Detector Relay (shipped loose, for installation in Customer's control panel)

Qty (1) Discharge Elbow

- Cast iron, 8" x 10"
- Includes top guide rail bracket

C.H. Spencer's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. Installation, wiring, anchor bolts, foundations, templates, miscellaneous piping not integral with the pumping equipment, external lubrication piping systems and instrumentation, valves, gauges, controls, motor starter, finish paint at the job site, unloading and movement of equipment at site, storage, assembly of equipment at site, field testing and or/ seismic analysis, and commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal. Intermediate bearing supports for intermediate shafting are to be provided by others. Any bolts, nuts or associated hardware required for motors, pumps or pump cans is not part of C.H. Spencer's Scope of Supply. Any type of lubrication or oil required for the equipment described above is not part of C.H. Spencer's Scope of Supply.

II: APPLICABLE SPECIFICATIONS:

Field Services, Start Up and Installation is not included in C.H. Spencer's Scope of Supply

Any type of Alignment including laser Alignment is not Part of C.H. Spencer's Scope of Supply unless specifically called in our Scope of Supply. Alignment must be performed per manufactures O&M Manual, if these procedures are not followed warranty will be void on equipment listed above. It is not C.H. Spencer's responsibility to certify alignment on equipment unless alignment is performed by C.H. Spencer.

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering. Furthermore, any item that is not listed above is not part of C.H. Spencer's Scope of Supply, any item required by specification and not listed above is not part of C.H. Spencer's Scope of Supply. Any additional specification or Drawing required is not part of C.H. Spencer's Scope of Supply.

III: SERVICES:

Listed Above

IV: SCHEDULES:

Submittal drawings and procedures for approval will be available within (2-4) weeks after date of CH Spencer's order acknowledgement; provided that C.H. Spencer LLC has received a written, technically complete, commercially acceptable purchase order and all of the required design information from the customer.

Any delay after 15 days on returning the approval submittals from the customer may impact the price and/or equipment delivery schedule.

Please allow an estimated 14-16 weeks for delivery to job site from date of engineering approval.

Unless specifically instructed otherwise, all equipment will be released to production upon receipt of approved submittals. Storage fees may apply, and warranty may be affected if the customer's schedule for receipt of goods exceeds C.H. Spencer's estimated lead time.

V: PRICING:

C.H. Spencer is pleased to offer the following pricing for the above referenced project:

Total

**Fairbanks Model D5434S MV Pump
Discharge Elbow for Fairbanks Model D5434S MV**

**\$21,710.00
\$2,200.00**

Pricing does not include Freight to site, taxes, FOB point of manufacture with freight pre-paid and allowed.
Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

VI: ESCALATION:

The prices as quoted will be held firm through the quoted delivery period provided **C.H. Spencer LLC** has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to **C.H. Spencer LLC** within the 30 days from the date submitted and the equipment has been released to manufacture.

VII: TERMS AND CONDITIONS:

This proposal is valid for acceptance through (15) days from referenced bid date and is subject to the attached CH Spencer terms and conditions. If there are any differences between the CH Spencer terms and any part of the bid specifications, then the CH Spencer terms shall apply and take precedence.

C.H. Spencer will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project.

C.H. Spencer will be willing to negotiate final terms and conditions with the awarded contractor after the bid date.

Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

C.H. Spencer's full set of terms and conditions can be found at www.chspencer.com and will apply to this offering in full.

VIII: WARRANTY:

The Manufacturer's standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of C.H. Spencer's Scope of Supply.

IX: TERMS OF PAYMENT:

Pump Approved Submittals (25%)

Pump Notice to Release for Fabrication (25%)

Pump Notice of Readiness to Ship (25%)

Pump Delivery net 30 days (25%)

C.H. Spencer & Company terms of payment for this proposal is net 30 days from the date of invoice unless stated otherwise above, subject to our Credit Department approval. All equipment will be invoiced on the date of shipment. Partial shipments and partial payments are to be allowed.

Very truly yours,
John Remsik
Sales Engineer
C.H. Spencer LLC

Our Standard Terms and Conditions as stated at the end of this quotation apply and are a part of this proposal:

Accepted by (type name) _____

X
Signature: _____

Firm Name:

Date:

Date:

for C.H. Spencer LLC

X
Signature: _____

C.H. SPENCER TERMS & CONDITIONS

1. **General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.
2. **Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.
3. **Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
4. **Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount. The maximum liability of the Seller shall be the value of the purchase order or item, whichever is lower.
5. **Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
6. **Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
7. **Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made, SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
8. **Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
9. **Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
10. **Assignments and Subcontracting:** No part of this Agreement may be assigned or subcontracted without the prior written approval of SELLER.
11. **Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
12. **Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
13. **Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
14. **Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified. .
15. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of UTAH.
16. **Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
 - Fair Labor Standards Act of 1938, as amended.
 - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and the implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O.

- The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$2,500.
 - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
17. **Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
 18. **Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.
 19. **Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.
 20. **INSURANCE AND CLAIMS.** : If Supplier is required to maintain insurance, such insurance shall not exceed the following requirements: (i) general liability insurance in an amount up to \$5,000,000 per occurrence; (ii) motor vehicle insurance with a combined single limit of \$2,000,000; (iii) worker's compensation as required by applicable law and (iv) employer's liability insurance in an amount up to \$1,000,000. In addition, if Supplier is required to waive subrogation, Purchaser shall waive all subrogation claims
 21. **DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.
 22. **INDEMNIFICATION OF SUPPLIER:** To the extent that the Contract contains any indemnification of Purchaser by Supplier, Supplier's indemnification obligations are conditioned upon, and limited to the extent of, Supplier's fault and shall be limited to claims by third-parties. Supplier's indemnity obligations specifically exclude damages or costs of any and all kinds related in any way to any matter that is covered by Supplier's warranty (which warranty shall be Buyer's sole remedy for all such matters). Any indemnification of Buyer by Supplier for infringement of intellectual property specifically excludes (i) any product that is furnished in accordance with Buyer's drawings, designs, specifications and/or directions, (ii) infringement by any subcontractor designated by Buyer, (iii) any claim of patent infringement relating to the incorporation of the product(s) into any other product or process and (iv) Buyer's modification of the product(s).
 23. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this Agreement after Purchaser's payment of the purchase price for the product(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
 24. **WARRANTY:** Supplier warrants all Products as to material and workmanship and that the Products shall conform to the specifications, drawings, and designs provided by Purchaser, if any. Supplier's sole obligation under this warranty shall be to repair or replace any non-conforming goods. Upon the reasonable request of Supplier, Purchaser will return any defective part(s) or Product(s) to Supplier. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OR CONDITIONS, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES, OR CONDITIONS, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. In the event of any breach of warranty by Supplier, Purchaser shall: (i) notify Supplier of the nature of the breach; (ii) provide Supplier with accurate and complete information concerning the breach; (iii) provide access to the Products by Supplier and Supplier's agents and (iv) allow Supplier a reasonable opportunity to effectuate repairs and/or modifications to the Products or to otherwise cure the breach. In the event that Purchaser does not fulfill the conditions set forth in the preceding sentence, Supplier shall not be liable for any damages, losses or expenses incurred by Purchaser or any other person in connection with any breach of Supplier's warranty. The original warranty period shall not be extended by virtue of any intervening warranty claim.



**Xylem Water Solutions USA, Inc.
Flygt Products**

July 23, 2019

2707 S Saturn Way
Boise, Idaho 83709
Tel 208-519-9341
Fax

CITY OF KETCHUM
UTILITIES DEPT
PO BOX 2315
KETCHUM ID 83340

Quote # 2019-IDA-0093
Re:(37) Individual Quotes Ketchum - Pump Replacement

Xylem Water Solutions USA, Inc. is pleased to offer our confidential quotation for the following Flygt equipment and services.

Pumps

Qty	Description	Extended Price
1	Flygt Model NP-3153.095 8" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 12 HP 1750 RPM motor, 415 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 18,828.48
1	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000	\$ 1,299.00
Pumps Price		\$ 20,127.48

Controls

Qty	Description	Extended Price
1	MINI-CASII/FUS 120/24VAC,24VDC	\$ 520.00
1	SOCKET,11-PIN BACK MOUNTING	\$ 83.00
Controls Price		\$ 603.00

Total Project Price \$ 20,730.48

Freight Charge \$ 815.00

Total Project Price \$ 21,545.48

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)

See Freight Payment (Delivery Terms) below.



Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery: PP/Add Order Position
Validity: This Quote is valid for sixty (60) days.
Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Bill Weymouth
Engineered Sales

Cell: 208.519.9341
bill.weymouth@xyleminc.com
Fax: 406-495-1336



City of Ketchum

September 3, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Hold Public Hearing and
Conduct Third Reading of Ordinance No. 1201
An Ordinance Calling A General Obligation Bond Election**

Recommendation and Summary

City staff has not made a recommendation either for or against this item. The decision to impose taxes is a policy decision reserved for elected officials. Should the Ketchum City Council decide to conduct the third reading of Ordinance No. 1201, and read by title only, the following motion may be used:

"I MOVE TO APPROVE THE THIRD READING, BY TITLE ONLY, OF ORDINANCE NO. 1201, AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, A PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY; DETERMINING THAT THE TOTAL AMOUNT OF BONDED INDEBTEDNESS OF THE CITY WILL NOT EXCEED TWO PERCENT (2%) OF MARKET VALUE OF TAXABLE PROPERTY; DIRECTING THE CITY CLERK TO NOTIFY THE COUNTY CLERK THAT THE MAYOR AND CITY COUNCIL CALLED THE BOND ELECTION; APPROVING THE FORM OF NOTICE OF GENERAL OBLIGATION BOND ELECTION; APPROVING THE FORM OF BALLOT; PROVIDING FOR THE ISSUANCE OF SUCH BONDS AND MAKING PROVISIONS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON SUCH BONDS; ORDERING PUBLICATION; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE."

The reasons for the drafting of the ordinance are as follows:

- On May 6, 2019, the City Council adopted Resolution 19-012 which stated the Council's commitment to "place a bond measure before the voters in November 2019 to fund a new fire station."
- The City has engaged a team of experts to advance the programming, layout, and cost estimate for the new fire station and has received positive feedback in public forums.
- The City conducted a first reading of the ordinance on August 5 and second reading on August 19, 2019.

Introduction and History

On May 6, 2019, the City Council adopted Resolution 19-012 in which the Council resolved to: (1) endeavor to place a bond measure before the voters in November 2019 to fund a new fire station, (2) implement certain actions related to KFD 2.0, and (3) commit to a "roadmap to annexation." Since that time, the City of Ketchum has engaged the team of Cole/TCA to advance the programming, layout, and cost estimate for the new fire station. The City Council has had nine public meetings where the location, layout, cost estimates and funding have been discussed and direction given to staff on certain elements of the proposed building. Additionally, there have been four public open houses and four more schedule to occur in the next few months.

Analysis

As discussed during the July 15, 2019, City Council meeting, the anticipated project cost is approximately \$11.5 million which includes approximately \$11.0 million in design, construction, and contingency costs as well as approximately \$110,000 in issuance costs, as detailed in the July 15, 2019, City Council meeting. In consultation with the design team, staff has also included an allowance for additional soil and site work as well as the energy use index concept presented during that meeting for a total project cost of \$11.5 million. The City's municipal advisor, Zions Bank, estimates that a project of that size would likely result in an increased tax responsibility of \$21.52 over 25 years.

In order to meet the statutory deadline of September 16, 2019, for notifying the County of ballot language, while conducting three readings of the ordinance at regularly scheduled City Council meetings, the first reading of the ordinance occurred on August 5 while the second occurred on August 19, 2019. The third reading is scheduled to be held on September 3, 2019. The Council may elect to waive readings pursuant to Idaho Code 50-902.

Financial Impact

The costs for the issuance of the general obligation bond will be paid through the proceeds of the issuance. The bond itself will be paid through a tax levy on property located within the city limits of Ketchum. At \$11.5 million, the bond would result in approximately \$21.52 additional annual tax responsibility for each \$100,000 of assessed property value.

Attachments

- Attachment A: Ordinance 1201
- Attachment B: Project Budget
- Attachment C: Project Schedule
- Attachment D: Summary of City Indebtedness

ORDINANCE NO. 1201

AN ORDINANCE CALLING A GENERAL OBLIGATION BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, A PROPOSITION FOR THE ISSUANCE OF NEGOTIABLE GENERAL OBLIGATION BONDS OF THE CITY; DETERMINING THAT THE TOTAL AMOUNT OF BONDED INDEBTEDNESS OF THE CITY WILL NOT EXCEED TWO PERCENT (2%) OF MARKET VALUE OF TAXABLE PROPERTY; DIRECTING THE CITY CLERK TO NOTIFY THE COUNTY CLERK THAT THE MAYOR AND CITY COUNCIL CALLED THE BOND ELECTION; APPROVING THE FORM OF NOTICE OF GENERAL OBLIGATION BOND ELECTION; APPROVING THE FORM OF BALLOT; PROVIDING FOR THE ISSUANCE OF SUCH BONDS AND MAKING PROVISIONS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON SUCH BONDS; ORDERING PUBLICATION; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain fire safety improvements throughout the City of Ketchum, Blaine County, Idaho (the “City”), are deemed by the members of the Council of the City (the “Council”) to be required for the public good and welfare of the City; and

WHEREAS, the Council has determined and hereby deems it is necessary and advisable to finance certain capital improvements and equipment and apparatus acquisitions in the City, for the purpose of constructing and equipping a new fire station to reduce emergency response service gaps and to enhance neighborhood safety, and together with all necessary appurtenant facilities and equipment, pursuant to Sections 50-1019(6) and 50-1019(9), Idaho Code (the “Project”); and

WHEREAS, the City deems it necessary and advisable to issue general obligation bonds of the City in the amount of up to \$11,500,000, pursuant to the provisions of Sections 50-1019 and 50-1026, Idaho Code, and chapter 2, Title 57, Idaho Code, to finance the Project, and in order to do so desires to call an election to be held pursuant to chapter 14, Title 34, Idaho Code, for electorate authorization of issuing bonds to finance the Project; and

WHEREAS, said bonds cannot be issued without the assent of two-thirds (2/3) of the qualified electors of the City voting at an election held for the purpose of authorizing or refusing to authorize the issuance of said bonds; and

WHEREAS, neither the question herein set forth nor any question for a similar, or like, purpose has been defeated at an election which has been held in the City within two (2) months of the date of the adoption of this Ordinance.

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

Section 1. A special general obligation bond election (the “Bond Election”) is hereby called to be held in the City on Tuesday, November 5, 2019, for the purpose of submitting to the qualified electors of the City the proposition set forth in the form of ballot hereinafter provided.

Section 2. The City hereby determines that the outstanding amount of all general obligation

bond indebtedness of the City, including the bonds proposed under this Ordinance, will not exceed two percent (2%) of the market value for assessment purposes of all real and personal taxable property within the City on the tax rolls completed and available according to the assessment of the preceding year.

Section 3. The Project briefly and generally described shall consist of the construction, equipping, improvement, upgrading and betterment of the City's fire safety facilities by making the following improvements and acquisitions:

It is currently anticipated that the City's fire safety facilities will be improved by the construction and equipping of a new fire station, the acquisition of certain firefighting equipment and apparatus, and all other related costs, items and appurtenances necessary, useful and convenient for the betterment of the City's fire safety facilities, as otherwise determined by the City, all collectively constituting the "Project."

Section 4. In compliance with Section 34-106(8) and Section 34-1406, Idaho Code, the Clerk of the City (the "City Clerk") shall notify the Clerk of Blaine County, Idaho (the "County Clerk") that the Mayor and Council have called the Bond Election on behalf of the City by delivering to the County Clerk a copy of this Ordinance, including the form of the ballot and notice of the Bond Election, as provided under Section 9 and Exhibit "A" hereof.

Section 5. Pursuant to Section 34-1401, Idaho Code, the County Clerk shall administer the Bond Election. The City Clerk shall confirm with the County Clerk that a sample ballot has been printed before said Bond Election, which sample ballot shall be in substantially the same form as the official ballot proposition set forth in Section 9 hereof. The City Clerk shall also confirm with the County Clerk that the form of sample ballot for the Bond Election will be published in the official newspaper of Blaine County, Idaho, in accordance with Sections 34-602 and 34-1406, Idaho Code.

Section 6. Notice of the Bond Election shall be given by the County Clerk by publication of the Notice of Special Municipal Bond Election in the official newspaper of Blaine County, Idaho, and as may be necessary in the Mountain Express, an official newspaper of the City, at least two (2) times, with the first publication not less than twelve (12) days prior to the date fixed for the holding of the Bond Election and the last publication of notice shall be made not less than five (5) days prior to the Bond Election. Said notice shall be in substantially the form attached hereto as Exhibit "A."

Section 7. The polls at the Bond Election shall open at the hour of 8:00 a.m. and remain open continuously until the hour of 8:00 p.m. and then close. The County Clerk shall have and hereby designates the polling places for said Bond Election as set forth in the Notice of the Bond Election attached hereto as Exhibit "A."

Section 8. All qualified electors of the City, eighteen (18) years of age or older, who have legally resided in the City for at least thirty (30) days immediately preceding the date of the election, and who are properly registered as provided by law, are entitled to vote at the Bond Election. The ballot proposition and question to be voted upon at the Bond Election shall be separate from any other

measures or candidates being voted upon at any other election being held simultaneously or conducted in conjunction with the Bond Election. Only those qualified City electors casting valid ballots upon the bond proposition and question set forth in Section 9 of this Ordinance shall be counted in determining the number of qualified electors voting at or participating in the special bond election.

Section 9. The voting at the election on the question of issuing the City's general obligation bonds shall be by ballot and/or a separate ballot page substantially in the following form:

(Form of Official Ballot)

OFFICIAL BALLOT

SPECIAL MUNICIPAL BOND ELECTION
GENERAL OBLIGATION BONDS

CITY OF KETCHUM
BLAINE COUNTY, STATE OF IDAHO

November 5, 2019

INSTRUCTIONS TO VOTERS: To vote on the foregoing proposition, please fill in the oval in the space to the right of the words "YES, IN FAVOR OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED ON SEPTEMBER __, 2019" or "NO, AGAINST ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED ON SEPTEMBER __, 2019" according to the way you desire to vote on the question. If you, by mistake or accident, mark, tear, deface, or otherwise mutilate this ballot, please return it to the election judges and obtain another ballot.

SHALL THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, BE AUTHORIZED TO INCUR AN INDEBTEDNESS AND ISSUE AND SELL ITS GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES OF BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT FOR ALL SUCH BONDS OF NOT MORE THAN \$11,500,000, OR SO MUCH THEREOF AS MAY BE NECESSARY, FOR THE PURPOSE OF PROVIDING FUNDS WITH WHICH TO CONSTRUCT AND EQUIP A NEW FIRE STATION AND ACQUIRE CERTAIN FIREFIGHTING EQUIPMENT, WITH EACH OF SAID SERIES OF BONDS TO BE PAYABLE ANNUALLY OR AT SUCH LESSER INTERVALS AS DETERMINED BY FUTURE RESOLUTIONS OR ORDINANCES OF THE CITY, AND TO MATURE SERIALY WITH THE FINAL INSTALLMENT TO FALL DUE WITHIN TWENTY-FIVE (25) YEARS FROM THE DATE OF EACH OF SAID SERIES OF BONDS, AND TO BEAR INTEREST AT A RATE OR RATES TO BE DETERMINED BY FUTURE RESOLUTIONS OR ORDINANCES OF THE CITY, ALL AS PROVIDED IN THE ORDINANCE OF THE CITY ADOPTED ON SEPTEMBER __, 2019?

The following information is required by §34-439, Idaho Code:

The purpose for which the proposed bonds are to be used, the date of the special municipal bond election (November 5, 2019), and the principal amount of the bonds are set forth above on the ballot or in the proposition. The interest rate anticipated on the proposed bonds based on current market rates is 3.07% per annum. The total amount to be repaid over the life of the proposed bonds, principal and interest, based on the anticipated interest rate, is estimated to be \$16,788,900, consisting of \$11,500,000 in principal and \$5,288,900 in interest. The estimated average annual cost of the proposed bonds based on current market conditions is a tax of \$21.52 per \$100,000 of taxable assessed value, per year. The proposed bonds will mature within twenty-five (25) years from the date of each series of bonds. The total existing general obligation indebtedness of the City, including interest accrued as of November 5, 2019, is \$283,221. The total existing indebtedness of the City, including interest accrued as of November 5, 2019, is \$5,123,622.

YES, IN FAVOR OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED SEPTEMBER 3, 2019 ☐

NO, AGAINST ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED SEPTEMBER 3, 2019..... ☐

(End of Form of Official Ballot)

The City Clerk is hereby directed to update the form of official ballot on or prior to September 16, 2019, to accurately reflect the estimated average annual cost of the proposed bonds based on the 2019 market values and property taxes once published by the Idaho State Tax Commission.

Section 10. The County Clerk is authorized to cause a sufficient number of ballots to be printed for use at the Bond Election, to acquire such other election supplies as may be required, and to take all other and further actions as may be necessary in connection with the Bond Election.

Section 11. Any qualified and registered elector of the City may vote by absentee ballot in the manner provided by Title 34, Chapter 10, Idaho Code, as amended.

Section 12. When the polls are closed, the election officials shall immediately proceed to count the ballots cast at the Bond Election. The counting shall be continued without adjournment until completed and the result declared. The election judges and clerks shall thereupon certify the returns of the Bond Election, as may be appropriate, to the County Clerk, who shall present the results to the Blaine County Commissioners.

The Board of the Blaine County Commissioners shall meet within ten (10) days following the election, or at such times to which said meeting is continued, for the purpose of canvassing the results of the Bond Election. The County Clerk shall thereupon certify the election results to the City. The results shall then be entered in the minutes of the City and the overall election result proclaimed as final.

Section 13. If at the Bond Election two-thirds (2/3) of the qualified registered electors of the City voting at such election assent to the issuance of the City's general obligation bonds, the negotiable general obligation bonds of the City shall be issued as hereinabove provided and shall mature over a period commencing at the expiration of one (1) year from their date and ending not

more than twenty-five (25) years from their date, and shall bear interest and be payable, in accordance with the provisions of Section 50-1026, Idaho Code, and the Municipal Bond Law of the State of Idaho, Title 57, Chapter 2, as amended, from the proceeds of ad valorem taxes.

Section 14. The City's general obligation bonds shall be issued if carried by the City's electorate, as aforesaid indicated, and payment of principal and interest shall be made on up to \$11,500,000 principal amount of said bonds through the levy of taxes on all taxable property in the City, beginning with the tax year 2020 or thereafter and continuing until principal and interest shall have been fully paid, in such amounts and at such rates as are necessary to assure the prompt payment of such interest, and also to establish and to constitute a sinking fund sufficient for the payment of the principal thereof, and it is hereby ordered that such taxes shall be levied annually at the time and in the manner as general taxes for said City are levied in each such year; provided, however, the aforementioned taxes shall never be diminished prior to payment of all bonds excepting in any year to the extent that other available revenues or funds shall have been applied to or set aside in a special fund to be irrevocably held for the payment of principal or interest or both, payable from said taxes for such year. The proper officer or officers of said City are hereby authorized and directed to do all things requisite and necessary to carry out the provisions of this section and to apply the proceeds of the taxes so collected to the payment of such principal and interest.

Section 15. The officers of the City shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The law firm of Skinner Fawcett LLP, Boise, Idaho, is hereby authorized and designated as bond counsel for the said Bonds.

Section 16. Officers of the City shall provide a brief official statement setting forth the information required by Section 34-439, Idaho Code.

Section 17. All bylaws, resolutions and ordinances in conflict with this Ordinance are hereby repealed.

Section 18. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. This Ordinance or a summary thereof shall be published after adoption in at least one issue of the Mountain Express, which is an official newspaper of the City.

Section 20. Pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the full Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR of the City of Ketchum, Blaine County, Idaho, this ____ day of September, 2019.

CITY OF KETCHUM, a municipal corporation of
the State of Idaho

By: _____
NEIL BRADSHAW, Mayor

ATTEST:

By: _____
ROBIN CROTTY, City Clerk

EXHIBIT “A”
(Form of Notice)

CITY OF KETCHUM, BLAINE COUNTY, IDAHO
NOTICE OF SPECIAL MUNICIPAL BOND ELECTION

November 5, 2019

NOTICE IS HEREBY GIVEN that pursuant to an ordinance adopted on September 3, 2019, by the City Council of the City of Ketchum, Blaine County, Idaho (the “City”), there will be a special municipal bond election held between the hours of 8:00 a.m. and 8:00 p.m. on November 5, 2019, in the City. Polling places are listed as follows:

[TO BE DETERMINED BY BLAINE COUNTY CLERK]

Special Municipal Bond Election: The City has proposed to issue general obligation bonds in an amount not to exceed \$11,500,000 for the purpose of providing funds with which to construct and equip a new fire station and acquire certain firefighting equipment and apparatus to reduce emergency response service gaps and to enhance neighborhood safety, and all other related costs, equipment, items and appurtenances necessary, useful and convenient for the betterment of fire safety facilities within the City, as otherwise determined by the City, all collectively constituting the “Project.”

The interest rate anticipated on the proposed bonds based on current market rates is 3.07% per annum. The total amount to be repaid over the life of the proposed bonds, principal and interest, based on the anticipated interest rate, is estimated to be \$16,788,900, consisting of \$11,500,000 in principal and \$5,288,900 in interest. The estimated average annual cost of the proposed bonds based on current market conditions is a tax of \$21.52 per \$100,000 of taxable assessed value, per year. The proposed bonds will mature within twenty-five (25) years from the date of each series bonds. The total existing general obligation indebtedness of the City, including interest accrued as of November 5, 2019, is \$283,221. The total existing indebtedness of the City, including interest accrued as of November 5, 2019, is \$5,123,622.

(End of Form of Notice)



Revised Case I: Estimated Costs

HARD CONSTRUCTION COSTS	\$8,562,407
Site Work Onsite Development & Utility Connections	\$1,304,278
Fire Station Building Construction Activities	\$6,578,034
Builders Risk	\$7,500
Construction Management (CM) Bond	\$51,000
CM Furniture, Fixture & Equipment Allowance	\$33,910
SCBA Station w/ FF&E	\$75,000
Apparatus Bay Exhaust System	\$96,000
LEED Silver Certification	\$171,943
Emergency Signalization Install of Owner Furnished Equipment	\$150,000
4 Stall Covered Parking	\$32,684
Fully Heated Exterior Concrete	\$62,058
DESIGN COSTS	\$806,615
Design Team (Arch. / Struct. / Civil / Landscape / Mech. / Plumb. / Elect.)	\$746,615
Signalization Design Allowance	\$60,000
CONSULTANTS	\$97,500
Preconstruction Services Construction Management	\$50,000
Geotech Report	\$7,500
Testing & Inspection	\$25,000
Building Commissioning Agent	\$15,000
PERMITS & FEES	\$175,000
Permits & Fees Allowance	\$175,000
PROJECT SUPPORT CONTINGENCY	\$1,185,921
Owner Furniture, Fixture & Equipment – M&L	\$151,349
Legal / License / Vacations & ROW Entitlements	\$5,000
IT Equipment w/ FF&E Allowances	\$65,000
Signalization Equipment Supply of Emergency Signal Poles, Flashers, Control Box, etc.	\$50,000
Construction Manager	\$85,000
Owner Contingency / Design Contingency 10% of Hard Construction Costs	\$829,572
ALLOWANCES	\$150,000
Weather Conditions Allowance	\$100,000
Unsuitable Soils Allowance	\$35,000
Monument Sign Allowance	\$15,000
TOTAL	\$10,977,443

*If project is delayed by 1 year due to bond vote not passing, Revised Case I costs are likely to increase by \$321,805



PRE-BOND TIMELINE 2019



6/25 – Open House I
7/1 – City Council Meeting:
Discuss Building Elements
& Costs
7/9 – Open House II
7/15 – City Council
Meeting: Discuss Building
Elements & Costs

JUNE - JULY

**CONCEPT
DEVELOPMENT &
PUBLIC INPUT**



8/5 – City Council Meeting:
Bond Language & Amount
Discussion, Deliberation &
Action
8/13 – Open House III
8/19 – City Council
Meeting: Discussion,
Deliberation & Action

AUGUST

**COUNCIL CONSIDERATION &
PUBLIC INPUT**



9/3 – City Council Meeting:
Discussion, Deliberation &
Action
9/13 – Inform Blaine
County to Place Bond
Measure on Ballot
9/16 – Finalized Ballot
Language Presented to
Blaine County

SEPTEMBER

**BALLOT LANGUAGE FINALIZED,
PUBLIC EDUCATION & VOTE**



10/1 – Open House IV
10/15 – Open House V
10/15 – Early Voting
Begins
10/29 – Open House VI

OCTOBER



11/1 – Early Voting Ends
11/5 – Election Day!

NOVEMBER



POST-BOND TIMELINE



- Planning & Zoning Commission Meeting: Design Review Discussion, Deliberation & Action

DECEMBER 2019

PLAN FINALIZATION
& PUBLIC INPUT



- Construction Begins

MAY 2020

CONSTRUCTION



- Construction Complete & Fire Station Opens!

SUMMER 2021

Outstanding Debt

Election 11/05/2019

Series	Last Pmt	Next Pmt	Interest Amount	Accrued Interest	Remaining Principal	Total
2007 GO	08/01/2019	02/01/2020	6,168	3,221	280,000	283,221
2014C	09/15/2019	03/15/2020	32,875	9,132	1,315,000	1,324,132
2015B	09/15/2019	03/15/2020	54,738	15,205	2,230,000	2,245,205
2016	09/15/2019	03/15/2020	11,032	3,064	1,268,000	1,271,064
					Total	\$ 5,123,622



City of Ketchum

September 3, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, deliberate, and approve the First Reading of Ordinance #1198 amendments to the City of Ketchum Subdivision regulations

Recommendation and Summary

Staff is recommending the Council:

Move to approve the First Reading of Ordinance #1198 as set forth in **Attachment A**

The primary reasons for the recommendation are to:

- Make the city's subdivision noticing provisions consistent with Idaho Code.
- Clarify procedural and improvement requirements for different subdivision types: land, condominium, townhouse, readjustment of lot lines
- Allow building permit issuance on legal lots of record concurrent with applications for townhome or land subdivision.
- Recognize that dead end alleys within the original Ketchum Townsite have been allowed and are desirable in certain instances. See **Attachment B** excerpts from alley research. (Note: a full copy of the City of Ketchum Alleyways July 2019 Project may be found at the following link:
https://ketchumidaho.org/sites/default/files/fileattachments/planning_amp_building/page/2201/ketchum_alleyways.pdf

Introduction and History

Ketchum's subdivision ordinance addresses various procedural and design standards for the subdivision of land, PUDs, mobile home parks, the creation of townhouse and condominium units, phased developments and the readjustment of lot lines. Each of these "subdivision types" are subject to defined procedural and substantive compliance requirements. However, in the processing of recent applications staff has noted:

- (1) inconsistencies in defined terms between Title 16 and other chapters of the Ketchum Municipal Code, as well as undefined terms and outdated subdivision code references and cites;
- (2) public hearing procedures that are inconsistent with state code;
- (3) code provisions that unnecessarily inhibit building permit or performance bond issuance;
- (4) time limits that are too short for project completion;
- (5) unclear site improvement requirements for the realignment of lot lines;
- (6) design and development standards for alley ways and corner lots in the original townsite that are overly restrictive and inconsistent with past practices
- (7) building coverage tracking issues with townhouse developments dividing "parent lots" into townhouse sublots, as well as owner/builder challenges with financing townhouses given subplot platting restrictions; and

- (8) uncertainty whether phased development projects may be used for townhouse construction and subplot platting.

Financial Impact

None

Attachment

A - Proposed Ordinance #1198 (***draft***)

B – Excerpts from City of Ketchum Alleyways project, dated July 2019

ATTACHMENT A

Ordinance No. 1198

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 16, CHAPTER 16.04, SUBDIVISION ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING: SECTION 16.04.010, GENERAL PROVISIONS; SECTION 16.04.020, DEFINITIONS; SECTION 16.04.030, PROCEDURE FOR SUBDIVISION APPROVAL, INCLUDING PUBLIC NOTICING REQUIREMENTS FOR PRELIMINARY AND FINAL PLAT, APPLICATION SUBMITTAL REQUIREMENTS, AND READJUSTMENT OF LOT LINES; SECTION 16.04.040, DEVELOPMENT AND DESIGN; SECTION 16.04.050, VACATIONS AND DEDICATIONS; NEW SECTION 16.04.060, READJUSTMENT OF LOT LINE PROCEDURES. A RE-NUMBERING OF SECTIONS 16.04.070 THROUGH 16.04.160 IS PROPOSED WITH THE PROPOSED ORDINANCE AMENDMENTS. THE NEW RE-NUMBERED SECTIONS OF THE SUBDIVISION ORDINANCE INCLUDE: SECTION 16.04.070 FOR CONDOMINIUMS; SECTION 16.04.080 FOR TOWNHOUSES, INCLUDING A MODIFICATION OF TOWNHOUSE PLAT PROCEDURES, ALLOWANCE FOR PHASED DEVELOPMENT PROJECTS AND STANDARDS; SECTION 16.04.090 FOR MOBILE HOME SUBDIVISIONS; SECTION 16.04.100 FOR PLANNED UNIT DEVELOPMENTS (PUD); SECTION 16.04.110 FOR PHASED DEVELOPMENT PROJECTS, INCLUDING A MODIFICATION OF PROCEDURES FOR DEVELOPMENT PLANS, COMMISSION AND COUNCIL ACTIONS; SECTION 16.04.120 FOR IMPACT STATEMENTS; 16.04.130 FOR WAIVERS AND APPEALS; 16.04.140 FOR FEES AND COSTS AND TIME PERIODS FOR APPROVAL; AND, SECTION 16.04.150 FOR ENFORCEMENT, VIOLATIONS AND PENALTIES.

WHEREAS, the City of Ketchum has adopted a subdivision ordinance for the regulation of the division of property, including lot line adjustments, planned unit developments, condominiums, and townhouses.

WHEREAS, the purpose of the subdivision ordinance includes promoting orderly, harmonious and integrated development of land.

WHEREAS, the subdivision ordinance was first adopted in 1967 via Ordinance 106, was rewritten in 1979 via Ordinance 316, and with exception of the addition of provisions for townhouse developments, remains largely in its original format.

WHEREAS, a significant volume of new development, made possible by the subdivision ordinance, has occurred in the past forty years, and Ketchum is now experiencing more infill development and redevelopment than subdivision of undeveloped land.

WHEREAS, sections of the subdivision ordinance were not written with respect to redevelopment and infill, resulting in a need for improved regulatory clarity.

WHEREAS, the clarification of public noticing provisions, processes, and standards of evaluation for subdivisions governed by Chapter 16.04, Title 16 of the Ketchum Municipal Code is desired.

WHEREAS, the Planning and Zoning Commission held a public hearing and considered public input on August 12, 2019, recommended approval to the City Council, finding that the proposed amendments were, on the whole, in alignment with the 2014 Comprehensive Plan;

WHEREAS, the City Council, having reviewed the proposed subdivision code amendments, held public hearings on _____.

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public to adopt the proposed amendments to Title 16, Subdivision:

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

Section 1: AMENDMENTS TO SECTION 16.04.010: GENERAL PROVISIONS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.010: GENERAL PROVISIONS.

- A. Title: This chapter shall be known and may be cited as the ~~CITY~~ *SUBDIVISION ORDINANCE*.
- B. Purposes: The general purpose of this chapter is to protect and promote the public health, safety, convenience and welfare by establishing regulations and a process of review for all proposed subdivisions of land, ~~townhouses, condominiums, and readjustment of lot lines~~. This chapter establishes standards for land subdivision in order to accomplish the following:
1. To promote orderly, harmonious and integrated development of land;
 2. To provide safe, adequate and efficient pedestrian and vehicular traffic systems and circulations;
 3. To provide adequate all weather ingress and egress to subdivisions and lots;
 4. To prevent ~~unplanned development overcrowding of land~~ and congestion on streets and highways;
 5. To provide for adequate air, light, solar access, privacy, and open space;
 6. To provide for adequate fire protection;
 7. To prevent inadequate or inappropriate provision of water, sewer, streets, pedestrian easements and public expenditures to provide ~~and maintain~~ such improvements;

8. To protect and conserve wildlife, streams, natural topography, and other desirable natural features by providing for maximum retention of natural topographic features and qualities such as, but not limited to, skyline and ridge tops, knoll ridges, established trees and shrub masses, topsoil, streambeds and banks, drainage swales, and preventing damage to the natural environment or scenic beauty;
 9. To safeguard and enhance the character, appearance, and economic stability of the community;
 10. To provide adequate and uniform monumenting of land subdivisions and promote accurate legal descriptions;
 11. To protect the economic base of the community, including property values;
 12. To provide access to public lands and waters;
 13. To ensure the provision and construction of adequate improvements including, but not limited to, water, sewer, and other utilities, streets, bridges, drainage, street lighting and easements;
 14. To encourage and promote energy conservation and alternative energy sources as well as other advanced building technology;
 15. To ensure conformance of proposed subdivisions with the above stated purposes and to ensure design and construction of improvements in conformance with the standards and purposes of this chapter and all other municipal ordinances relating to this chapter, including subsequent amendments.
- C. Jurisdiction: The regulations and procedures as set forth in this chapter shall apply to each and every subdivision of land, townhouse and condominium development, and readjustment of lot lines within the corporate limits of the city of Ketchum, Idaho, ~~and all lands within one mile of such corporate limits,~~ and all jurisdictional areas of the city presently existing or hereafter adopted.
- D. Scope: The regulations and procedures contained in this chapter shall be complied with prior to any of the following:
1. Division of a parcel of land into two (2) or more tracts, lots or parcels for transfer of ownership, building development, leasing or encumbering with mortgage or deed of trust.
 2. The establishment of a "condominium", "townhouse", or "planned unit development", as defined in section 16.04.020 of this chapter.

3. Addition to, or creation of a cemetery.
 4. The change or modification of boundary lines whether or not any additional lot(s) is created.
 5. Any alteration, modification, change, addition to or deletion from any plat of record, and including boundary shifts and/or removal of lot lines between existing platted or unplatted lots or parcels of land.
- E. Exceptions: These regulations shall not apply to the following:
1. The subdivision of land into parcels of ten (10) acres or more solely for agricultural use which does not create a new street nor widen an existing street and upon which no residential building shall be constructed.
 2. The unwilling sale of land by legal condemnation.
 3. The enlargement of municipal streets, facilities and easements.
 4. The acquisition of collector or arterial street rights of way by any public agency in conformance with the comprehensive plan.
- F. Interpretation: All proposed subdivisions of land shall comply with the regulations of this chapter. The regulations contained in this chapter shall be considered minimum standards. The regulations of this chapter are in addition to all other regulations, and where at variance with other laws, regulations, ordinances or resolutions of the city, or any other governmental body having jurisdiction, the more restrictive requirements shall apply. ~~Furthermore, where appropriate for the protection of the public health, safety, convenience or welfare, more stringent standards may be imposed by the commission or council.~~
- G. Administration: The mayor shall appoint, with the approval of the council, an administrator to receive and process all subdivision applications and make recommendations to the commission and the council. The administrator shall serve at the will of the council. If no administrator exists, then the commission shall act as the administrator. (Ord. 460 § 3, 1987: Ord. 316 § 1, 1979)
- H. ~~Furthermore, where~~ Minimum Standards: Where appropriate for the protection of the public health, safety, convenience or welfare, more stringent standards may be imposed by the commission or council.

Section 2: AMENDMENTS TO SECTION 16.04.020: DEFINITIONS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.020: DEFINITIONS.

For interpretation of this chapter, certain terms and words are defined in this section. When not inconsistent with the context, words used in the present tense shall include the future; the singular shall include the plural, and the plural shall include the singular; the word "shall" is always mandatory, and the word "may" indicates the use of discretion in making the decision.

ADMINISTRATOR: The Planning and Zoning Administrator of the City of Ketchum, Idaho.

AGRICULTURE USE: The growing of timber or crops, including grazing, horticulture, floriculture, nurseries, and fruit trees, together with necessary accessory and secondary uses for processing, packing, treating or storage, and shall not include feedlots, slaughterhouses, rendering plants or sawmills.

~~ALLEY: A minor public way providing secondary access to the back or the side of property otherwise abutting a street.~~ A minor public right of way, between twenty (20) and thirty feet (30') wide, that provides vehicle access to the rear or side of a parcel that has front and/or side access to another street and is not intended for general traffic circulation.

AS BUILT DRAWINGS: Plans and specifications, certified by the subdivider's engineer, depicting the location, type and details of improvements installed by the subdivider. "As constructed drawings" and "as built drawings" are synonymous.

~~BLOCK: A group of lots, tracts or parcels within well defined boundaries, usually streets.~~ A group of lots within a defined or fixed boundary, generally surrounded by public streets, not including alleys, or a boundary line of a subdivision that has been legally surveyed.

BOARD: The Blaine County board of county commissioners.

~~BUILDING: Any structure, either permanent or temporary, fixed or placed upon land for housing or supporting any use or occupancy.~~ Any permanent structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, which is permanently affixed to the land and has one or more floors and a roof.

BUILDING ENVELOPE: The site for location of a structure delineated on a preliminary plat and final plat within which the entire building must be constructed. A building envelope shall conform to all minimum zoning ordinance requirements and requirements of this chapter.

CLERK: The city clerk of the city of Ketchum, Idaho.

COMMISSION: The Ketchum planning and zoning commission.

COMMON AREA: AS defined in the Condominium Property Act means the entire project excepting all units.

COMPREHENSIVE PLAN: The officially adopted comprehensive plan of the city of Ketchum, Idaho.

CONDOMINIUM: An estate consisting of an undivided interest in common in real property, in an interest or interests in real property, or any combination, together with a separate estate in real property in an interest or interests in real property, or any combination thereof.

COUNCIL: The city council of the city of Ketchum, Idaho.

COUNTY RECORDER: The office of the Blaine County recorder, Hailey, Idaho.

COVENANT, PRIVATE: A written promise, covenant, restriction or rule imposed upon land by the property owners or land developers which are private in nature and enforced accordingly. Such covenants do not replace or impair the validity of the restrictions or regulations imposed by this chapter or any other applicable ordinance of the city of Ketchum or governmental entity having jurisdiction.

DEDICATION: The setting apart of land, or interest in land, for use by the public. Land becomes dedicated when accepted by the council as a public dedication by ordinance, resolution, or by approval and acceptance on a final plat.

DEVELOPMENT PLAN: A master plan for development of a planned unit development (PUD) or a phased project establishing location of required improvements and all existing and proposed structures, together with a schedule for development.

DOUBLE FRONTAGE LOT: A double frontage lot is a through lot or "reverse frontage" lot, other than a corner lot, where vehicular access is restricted to the abutting thoroughfare, and where the lots have vehicular access provided by an interior public or private street.

DRIVEWAY: A nondedicated vehicular access constructed on private property which provides vehicular and/or pedestrian access to not more than four (4) dwelling units (excluding accessory dwelling units) and is constructed in conformance with the applicable international fire code.

DWELLING UNIT: One or more rooms, including at least one a bathroom and single kitchen, designed for or occupied as a unit by one a person or family for living purposes and located in a one-family, ~~duplex~~ or multiple-family dwelling.

EASEMENT: ~~A grant by a property owner to a specific person(s) or the public of the right to use land for specific purpose(s); also, such a right acquired by prescription. A property interest (less than fee simple estate) which one person has in land owned by another, entitling the owner of his interest to limited use or enjoyment of the other's land, such as for a driveway, utility lines or similar.~~

ENGINEER: An officially licensed and registered engineer by the state of Idaho.

ENGINEER, CITY: A representative of the city building department authorized to check plats and provide on site inspections to ensure compliance with the provisions of this chapter.

FLOODPLAIN: The relatively flat area or low land adjoining the channel of a stream of a river, stream, lake or other body of water which is subject to the hazards and inundation on a one hundred (100) year frequency, as identified and defined in the flood insurance study and flood boundary and floodway map prepared by the federal insurance administration of the U.S. department of housing and urban development in conjunction with the U.S. army corps of engineers.

FLAG LOT: A flag lot is an irregularly shaped building lot or parcel that has a very limited amount of street or road frontage.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1'), as identified and defined in the flood insurance study and flood boundary and floodway map prepared by the federal insurance administration of the U.S. department of housing and urban development in conjunction with the U.S. army corps of engineers. No building construction shall be permitted in the floodway.

GOVERNING BODY: The board or council composed of elected officials of the county or city having jurisdiction.

HIGHWAY: A street designed or designated as a highway by the state or federal agency responsible.

IMPROVEMENTS: Any alteration to the land or construction associated with the construction or installation of streets, easements, drainage facilities, curbs, gutters, sidewalks, water system, sewage system, storm sewers, gas, electric or telephone lines, lot pin monuments and other such items associated with the subdivision and/or development of land, including grading or fill of land.

IMPROVEMENTS, REQUIRED: Those subdivision improvements required to be constructed after preliminary plat approval and prior to final plat approval by the council.

KITCHEN: A room or other portion of a structure intended for cooking of food, which, at a minimum, contains a sink, refrigerator and cooking facilities to include a range or built-in cooktop.

LIFE SAFETY INSPECTION: The Ketchum building official has inspected and approved the

following items within the building as completed, including, but not limited to: handrails, guardrails, tempered glass, address, smoke detectors and fire separation requirements.

LIMITED COMMON AREA: As defined in the Condominium Property Act means those common areas and facilities designated in the declaration for use of a certain condominium owner or owners to the exclusion, limitation or restriction of others.

LOT: The parcel, plot, tract, or other area of real property intended for sale, transfer, lease, or encumbrance.

LOT AREA: The area within the boundaries of a lot, exclusive of any of the area contained within a public or private street, alley, fire lane or private driveway easement. Also, exclusive of any narrow strip of land connecting a lot set back from any public street for the purpose of providing driveway access with that street.

LOT, BUILDABLE: A lot that contains land outside of the floodway which conforms to all ordinance requirements and where the slope is less than twenty five percent (25%).

MOBILE HOME OR TRAILER: Any vehicle or structure constructed in such a manner that it is or may be mounted on wheels and used as a conveyance on highways and streets, propelled or drawn by its own or other motor power, and which may be moved in substantially one section into the city.

OWNER: The individual, firm, association, syndicate, partnership or corporation holding fee simple title evidenced by a deed recorded in the office of the Blaine County recorder.

PERFORMANCE BOND: Either the amount of money, or other negotiable security deposited by the subdivider with the city clerk, or a bond executed by a qualified surety company registered to do business in the state of Idaho, which guarantees that the subdivider will perform all actions and install all required improvements or his or her surety will pay the costs and damages up to a limit of the amount of bond or security deposited. No personal checks shall be allowed as performance bonds.

PHASED DEVELOPMENT: Development of a parcel of land in stages either as a series of subdivisions or as a single parcel with construction of buildings and/or improvements over a series of years.

PLANNED UNIT DEVELOPMENT: Development of a tract of land primarily for residential use in which the normal land use regulations set forth in this chapter may be waived in order to promote beneficial development of the entire tract in conformance with an approved development plan for the entire parcel accentuating usable open space, recreational uses and public easements.

PLANNING AND ZONING COMMISSION: The planning and zoning commission of the city of

Ketchum, Idaho.

PLANTING STRIP: A strip of land within a subdivision not less than ten feet (10') in width across which there is no driveway, street, or other access, and which is devoted exclusively to landscaping, primarily trees of not less than five feet (5') in height. The primary purpose of planting strips is screening of streets, highways, adjacent incompatible land uses, and off street parking areas.

PLAT, FINAL: A map of a subdivision, planned unit development (PUD) or dedication, and in conformance with the approved preliminary plat, and prepared in accordance with this chapter, and title 50, chapter 13, Idaho Code, as amended or subsequently codified.

PLAT, PRELIMINARY: A preliminary plan prepared in conformance with this chapter, submitted together with such other documentation as required by this chapter.

PLAT, RECORDED: A final plat which has been accepted by the council and filed with the Blaine County recorder.

PUBLIC HEARING NOTICE: Notice of a public hearing before the council or planning and zoning commission, published at least fifteen (15) days prior to such meeting in the official newspaper of the city of Ketchum, Idaho. Furthermore, all property owners within three hundred feet (300') of the subject property shall be notified by first class mail. Such written notification shall be deemed sufficient if deposited in the mail to all property owners according to the records of the Ketchum city clerk at least fifteen (15) days prior to such meeting and public hearing. Clerical omission of the names of property owners shall not affect the sufficiency of notice as set forth in this chapter. The notice shall contain a description of the size and location of the subject property and shall inform the reader of the time and place of the meeting at which the public hearing will be held.

READJUSTMENT OF LOT LINES: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse final plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

SOLAR ACCESS: Unobstructed access to direct sunlight upon land or a building.

STANDARD SPECIFICATIONS: Specifications for design and construction of improvements as specified in this chapter or other ordinances or resolutions of the city of Ketchum, or by any other governmental entity having jurisdiction, including subsequent amendment or codification.

STATE: State of Idaho.

STREET: A public right of way which provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted. "Street" also includes the terms highway, thoroughfare, parkway, road, avenue, boulevard, lane, place, and all such terms, except "driveway" as defined in this section.

STREET, ARTERIAL: A street designated for the purpose of carrying fast and/or heavy traffic, connecting major districts of the city.

STREET, COLLECTOR: A street designated for the purpose of carrying traffic from residential streets to other collector streets and/or arterial streets.

STREET, CUL-DE-SAC: A dead end street provided with turnaround space at its terminus.

STREET, DEAD END: A street connected to another street at one end only and not having provision for vehicular turnaround at its terminus.

STREET, FRONTAGE: A minor street, parallel to and adjacent to an arterial street, which has the primary purpose of providing access to abutting properties.

STREET, LOOP: A residential street with both terminal points on the same street of origin.

STREET, PARTIAL: A dedicated right of way providing only a portion of the required street width, usually along the edge of a subdivision or tract of land where remaining right of way widths can be obtained from adjacent properties where such properties are subdivided.

STREET, PRIVATE: A street constructed on private property, which provides vehicular and pedestrian access to multiple-family dwelling units or more than four (4) dwelling units (excluding accessory dwelling units), and constructed to standard street specifications and the international fire code, however, not accepted for dedication or maintenance by the city.

STREET, RESIDENTIAL: A minor street which has the primary purpose of providing access to abutting residential dwelling units or properties and carries no heavy, through or collector traffic.

SUBDIVIDER: The individual, firm, corporation, partnership, association, syndicate, trust, or any other legal entity that files application and initiates proceedings for subdivision of land in accordance with provisions of this chapter. If the subdivider is not the owner of the property, he or she shall be the agent of the owner as is evidenced by a recorded power of attorney for such purpose.

TOWNHOUSE DEVELOPMENT: A planned project of two (2) or more townhouse units that may

be constructed as single building(s) containing two (2) or more townhouse units erected generally in a row, each unit being separated from the adjoining unit or units by a one hour fire resistant party wall or walls extending from the basement floor to the roof along the dividing townhouse subplot line, each unit having its own access to the outside, and no unit located over another unit in part or in whole; and/or may be constructed as single buildings containing single townhouse units, provided the separation between units and/or buildings complies with applicable codes. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.

TOWNHOUSE SUBLOTS: The lots resulting from platting a townhouse development. "Townhouse sublots" shall have a minimum area equal to that of the perimeter of each individual townhouse unit measured at the foundation, whether located independently or within a building containing two (2) or more townhouse units in a townhouse development. Such sublots shall not be buildable for structures other than a "townhouse unit" as defined in this section. Platting of sublots shall follow the procedures set forth in the subdivision ordinance and other applicable codes in effect. Detached garages may be allowed in a townhouse development and may be platted on separate sublots; provided, that the ownership of such detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

TOWNHOUSE UNIT: Townhouse units are a type of housing where independent houses often, but not always, share walls. Units are characterized by one ~~One~~ or more rooms, including at least one ~~a~~ bathroom and ~~a single~~ kitchen, designed for or occupied as a unit by one family for living and cooking purposes, located in a townhouse development on a platted townhouse subplot.

TWENTY FIVE PERCENT GRADE: One foot (1') change in elevation for every four feet (4') of land measured horizontally.

UTILITIES: Installations for providing services to and used by the public, e.g., water, sewer, electricity, gas, television, cable, and similar facilities.

VICINITY MAP: A small map showing the location of a tract of land in relation to the city, including existing major streets and highways and surrounding subdivision(s) or large parcels of land.

WAIVER: Modification of a relevant provision and regulation of this chapter not contrary to public interest or public health, safety or welfare, and due to physical characteristics of the particular parcel of land and not the result of actions of the subdivision where literal enforcement of this chapter would result in undue hardship. The granting of waiver(s) shall be upon written application, and granting rests with the sound discretion of the commission and council, on a case by case basis.

WATERCOURSE: A natural depression or channel which carries or gives direction to a current of water any time of the year. (Ord. 893 § 1, 2002: Ord. 884 § 1, 2001: Ord. 879 § 1, 2001: Ord. 749 § 1, 1999: Ord. 460 §§ 1, 4, 1987: Ord. 316 § 2, 1979)

Section 3: AMENDMENTS TO SECTION 16.04.030: PROCEDURE FOR SUBDIVISION APPROVAL.

That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.030: PROCEDURE FOR SUBDIVISION APPROVAL.

- A. Administration: The administrator shall have the duty of administering the regulations contained in this chapter and shall prepare and require the use of such forms as are necessary for the reasonable administration of these regulations.
- B. Plat Approval Required: Any person desiring to subdivide or resubdivide land shall submit an application to the administrator. No final plat shall be filed with the county recorder until the same has been acted upon ~~by the commission~~ and approved by the council consistent with the respective procedures set forth herein for the subdivision of land, townhouses, condominiums, and readjustment of lot lines as a preliminary plat and as a final plat. No lots or parcels of land described by metes and bounds or otherwise shall be sold or offered for sale until a final plat has been recorded in the office of the Blaine County recorder.
- C. Preliminary Plat Procedure:
 - 1. Application: The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
 - 2. Certification By Administrator: Upon receipt of the preliminary plat application and data, the administrator shall certify the application as complete and affix the date of acceptance on the application. Thereafter, the administrator shall place such preliminary plat on the commission agenda for consideration at a regular meeting of the commission.
 - 3. Review By Departments And Agencies: After certification of a preliminary plat application, the administrator shall transmit one copy of the application and preliminary plat to other city departments and to such other agencies as have jurisdiction over, or interest in, the proposed subdivision for recommendation and review. If no written recommendation or request for extension of time is received from any such department or agency within thirty (30) days from date of transmittal, the approval of the preliminary plat by such department or agency will be considered granted. The department and agencies to which preliminary plats may be referred include all pertinent city departments, district health department, Idaho public utilities commission, commissions of other governing bodies having joint jurisdiction, appropriate utility companies, soil

conservation district, and such other departments or agencies as the administrator deems necessary in order to carry out the full intent of this chapter.

4. Review By Administrator: The administrator shall review the preliminary plat application and data as well as the recommendations received from the various departments and agencies to ensure that such application and plat are in conformance with all applicable rules and regulations. The administrator shall report and make recommendations to the commission.
5. Public Notice and Hearing Procedures: Consistent with the Local Land Use Planning Subdivision Ordinance requirements of Idaho Code Section 67-6513, the notice and hearing procedures set forth under 67-6509 shall be followed by the City for the processing of all subdivision applications, including:
 - a. The Commission shall conduct at least one (1) public hearing in which interested persons shall have an opportunity to be heard. At least fifteen (15) days prior to the hearing, notice of the time and place and a summary of the proposed action shall be published in the official newspaper or paper of general circulation within the jurisdiction.
 - b. The Council, prior to adoption, amendment, or denial of the subdivision, may conduct at least one (1) public hearing, in addition to the public hearing(s) conducted by the commission, using the same notice and hearing procedures as the commission. Council action upon the proposed subdivision shall not take place until recommendations have been received from the commission. Following consideration by the Council, if the Council makes a material change in the recommendation or alternative options contained in the recommendation by the commission concerning adoption, amendment or denial of the subdivision, further notice and hearing shall be provided before the Council adopts, amends or denies the subdivision.
 - c. The public notice and hearing procedure for readjustment of lot lines shall follow the final plat procedure as set forth in §16.04.060.
 - d. The public notice and hearing procedure for a phased development project shall follow the preliminary plat procedure set forth in §16.04.030.C.5a and b (above) for the preliminary plat. After preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G herein (below).
- D. Commission Action On Preliminary Plat: Consideration by the commission of a subdivision application and data shall take place at a regularly scheduled commission meeting, unless a special meeting of the commission is requested by the subdivider and granted by the commission. At that meeting, the commission shall do the following:

1. The commission shall hold a public hearing on all subdivision applications with public hearing notice; ~~except, applications to convert existing structure(s) containing eight (8) dwelling units or less into condominiums shall not require a public hearing be held; and except, applications to subdivide property and structure(s) into a maximum of two (2) townhouse sublots shall not require a public hearing be held.~~
 2. After the public hearing, the commission shall review the preliminary plat and supporting data, recommendations of administrator, and testimony of the subdivider and the public. The commission shall approve, approve with specific conditions, or disapprove the preliminary plat. If the preliminary plat is disapproved, the reasons for such action shall be stated in writing, and a copy signed by the administrator attached to one copy of the preliminary plat shall be returned to the applicant.
 3. Upon approval of a preliminary plat, the administrator shall transmit to the council the subdivision application, preliminary plat and other data and a copy of the commission findings and report.
- E. Council Action On Preliminary Plat: Submission of a preliminary plat upon approval by the commission to the council shall be mandatory. ~~The council shall consider the subdivision application at its next regular meeting. The subdivider, at his or her request, shall be entitled to at least one continuance.~~ The council shall consider the preliminary plat, subdivision application and data, and the report and recommendations of the commission, and may conduct a public hearing to ~~shall~~ hear testimony of the subdivider and any witnesses in his or her behalf, and testimony of representatives of the commission, and any witnesses including interested citizens.
- F. Preparation and Commencement of Required Improvements: Upon conclusion of its consideration of the preliminary plat, the council shall approve, conditionally approve or disapprove the plat and make findings consistent with law and this chapter. Upon approval of the preliminary plat by the council, the subdivider shall prepare required improvement design plans in accordance with this chapter and additional condition(s) imposed by the council. Upon approval of the improvement designs by the city engineer, the subdivider shall commence construction on the required improvements.
- G. Final Plat Procedures: After approval of the preliminary plat, the subdivider shall cause the subdivision to be surveyed and a final plat to be prepared in conformance with the preliminary plat as approved, and title 50, chapter 13, Idaho Code. Upon completion of such final plat, the subdivider shall file same and all other documents required with the administrator. ~~Then the administrator shall place such final plat upon the commission's next regular meeting agenda.~~ In the event ~~that the commission finds that the~~ final plat does not substantially conform to the approved preliminary plat, the Administrator commission shall consider such plat a preliminary plat ~~and the public notice and hearing procedures set forth herein in §16.04.030.D shall apply.~~

The subdivider shall submit two (2) sets of the final plat and plan specifications of all required improvements, together with a current title report showing proof of ownership in the land to be subdivided. When submitted to the administrator, the final plat shall bear all required certificates, acknowledgments and signatures.

Upon receipt of a final plat in compliance with all requirements, the Administrator ~~commission~~ shall approve the final plat and ~~the chairperson of the commission shall~~ affix the date of acceptance and his or her signature on such final plat. Thereafter, the administrator shall place the final plat upon the council's next regular meeting agenda. If the final plat conforms to all requirements of this chapter, all conditions placed upon preliminary plat by the council, and all requirements of Idaho law, the council shall approve such final plat.

HG. Acceptance Of Dedications: Approval of the final plat by the council shall constitute acceptance of all dedications for public streets, rights of way, easements, and other lands dedicated for public purpose or use as shown on such final plat. As a condition precedent to the acceptance of any streets or required improvements, the council shall require that the subdivider install such improvements in accordance with the construction standards, and that condition shall be noted on the final plat.

IH. Time Limitations: With the exception of phased development projects approved by Council, ~~the~~ failure to obtain final plat approval by the council of an approved preliminary plat within ~~one year~~ two years after approval by the council shall cause all approvals of such preliminary plat to be null and void. The final plat shall be filed with the Blaine County recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void. ~~No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded.~~

J. ~~Application and Contents Of~~ Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:

To be shown on Plat

1. The scale, north point and date.
2. The name of the proposed subdivision, ~~which shall not be the same or confused with the name of any other subdivision in Blaine County.~~
3. The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.

4. Legal description of the area platted.
5. The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
6. A contour map of the subdivision with contour lines and a maximum interval of ~~two~~ five feet ~~(2')~~ (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
7. The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
8. Boundary description and the area of the tract.
9. Existing zoning of the tract.
10. The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
11. The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
12. The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
13. The direction of drainage, flow and approximate grade of all streets.
14. The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
15. ~~All percolation tests and/or exploratory pit excavations required by state health authorities.~~
16. ~~A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.~~

~~17.~~ Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.

~~18.~~ 16. The boundaries of the floodplain, floodway and avalanche ~~zoning overlay~~ district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.

~~19.~~ 17. Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.

~~20.~~ 18. Lot area of each lot.

~~21.~~ 19. Existing mature trees and established shrub masses.

~~22.~~ A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.

~~23.~~ Three (3) copies of the preliminary plat shall be filed with the administrator.

To be provided to Administrator:

20. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.

21. All percolation tests and/or exploratory pit excavations required by state health authorities.

22. A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.

23. A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.

24. A digital copy of the preliminary plat shall be filed with the administrator.

K. Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch ($\frac{1}{2}$ "), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code.

The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:

1. Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
2. Location and description of monuments.
3. Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
4. Names and locations of all adjoining subdivisions.
5. Name and right of way width of each street and other public rights of way.
6. Location, dimension and purpose of all easements, public or private.
7. The blocks numbered consecutively throughout each block.
8. The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
9. The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
10. Scale, north arrow and date.
11. Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
12. A plat note provision ~~in the owner's certificate~~ referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.

13. Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
14. A current title report of all property contained within the plat shall be provided to the city and used, in part, as the basis for the dedication of easements and encumbrances on the property.
15. Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
16. Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
17. Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
18. Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
19. Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.

LK Final Plat Copies: Both a hard copy and a digital copy ~~Three (3) copies~~ of the final plat shall be filed with the administrator prior to being placed upon the Council's commission's agenda. A digital copy ~~Three (3) copies~~ of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.

~~L. —Readjustment Of Lot Lines Procedures: An owner or subdivider wishing to readjust lot lines, as defined in section 16.04.020 of this chapter, shall be required to file two (2) copies of a plat and application with the administrator for administrative review. Additional information reasonably required for thorough review of the application and plat may be required by the administrator to be provided by the applicant. Waivers shall be requested according to section 16.04.120 of this chapter. The administrator shall provide written notice of such application to owners of property immediately adjacent to the subject property. Such notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on such application. Following expiration of the comment period, and upon a finding by the administrator that the plat conforms to the "readjustment of lot line" definition and is in compliance with the provisions of this chapter, the administrator shall approve same or approve with conditions necessary to find same in compliance with the provisions of this chapter. Upon a finding by the administrator that the application does not conform to such definition or is not in compliance with this chapter, the administrator shall~~

~~deny such application and shall state the reasons in writing, and a copy signed by the administrator attached to one copy of the plat shall be returned to the applicant. Upon approval of an application and upon satisfaction by the applicant of any conditions attached to the application, the administrator shall inform the city clerk, and the city clerk shall sign the plat. Any questions with regard to the interpretation and/or applicability of this subsection or other sections shall be referred to the council by the administrator for determination. (Ord. 871 § 1, 2001; Ord. 504 § 1, 1989; Ord. 488 § 1, 1988; Ord. 460 § 5, 1987; Ord. 316 § 3, 1979) [MOVED TO OWN SECTION, BELOW]~~

Section 4: AMENDMENTS TO SECTION 16.04.040: DEVELOPMENT AND DESIGN. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.040: DEVELOPMENT AND DESIGN.

- A. Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. ~~Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision. [Moved to new subsection S.]~~
- B. Improvement Plans: Prior to approval of final plat by the Council commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
- C. Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, conditions or other factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two one years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional

costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.

- D. As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
- E. Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:
 - 1. All angle points in the exterior boundary of the plat.
 - 2. All street intersections, points within and adjacent to the final plat.
 - 3. All street corner lines ending at boundary line of final plat.
 - 4. All angle points and points of curves on all streets.
 - 5. The point of beginning of the subdivision plat description.
- F. Lot Requirements:
 - 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.
 - 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be

located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section [16.04.020](#) of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:

- a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.
 - b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.
3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.
 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.
 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. ~~Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s).~~
 6. ~~Minimum lot sizes in all cases shall be reversed frontage lot(s).~~
 7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
- G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:
1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.
 2. Blocks shall be laid out in such a manner as to comply with the lot requirements.

3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.
4. Except in the original Ketchum Townsite, cCorner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

H. Street Improvement Requirements:

1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
2. All streets shall be constructed to meet or exceed the criteria and standards set forth in [chapter 12.04](#) of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;
4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;

8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;
9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;
11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office commission before submitting same to council for preliminary plat approval;
14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
18. Street lighting shall be required consistent with adopted city standards ~~may be required by the commission or Council where appropriate~~ and where designated shall be installed by the subdivider as a requirement improvement;

19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
 20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
 21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
 22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and may where designated shall be a required improvement installed by the subdivider;
 23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
 24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
- I. Alley Improvement Requirements: Alleys shall be provided in ~~business~~, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. ~~Dead end alleys shall be prohibited.~~ Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
 - J. Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.
 1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road

and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.

2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.
 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
 6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
- K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.

- L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
- M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
- N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:
1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:
 - a. Proposed contours at a maximum of five foot (5') contour intervals.
 - b. Cut and fill banks in pad elevations.
 - c. Drainage patterns.
 - d. Areas where trees and/or natural vegetation will be preserved.
 - e. Location of all street and utility improvements including driveways to building envelopes.

- f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.
- 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
 - 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
 - 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.
 - 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:
 - a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
 - b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).
 - c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
 - d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.
 - e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth ($\frac{1}{5}$) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth ($\frac{1}{5}$) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.

- O. **Drainage Improvements:** The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
- P. **Utilities:** In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
- Q. **Off Site Improvements:** Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
- R. **Avalanche And Mountain Overlay:** All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in [title 17](#) of this Code. (Ord. 1181, 2018: Ord. 1061 § 1, 2009: Ord. 943 § 1, 2004: Ord. 884 § 2, 2001: Ord. 803 § 1, 1999: Ord. 316 § 4, 1979)
- S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.

Section 5: AMENDMENTS TO SECTION 16.04.050: VACATIONS AND DEDICATIONS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.050: VACATIONS AND DEDICATIONS.

- A. **Application:** Any property owner desiring to vacate an existing public street, alley or easement right-of-way, or desiring to dedicate a street or alley right-of-way shall file an

application with the Administrator. Upon receipt of the completed application and other information reasonably required by the Administrator, the date of acceptance of the application shall be affixed on the application. Thereafter, such application shall be placed upon the commission agenda for consideration at a regular meeting of the commission, and the procedures followed for such vacations shall comply with Idaho Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.

- B. Commission Action: The commission shall consider the application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication. The commission shall consider the interests of the adjacent property owners, public utilities, conformance of the proposal with the comprehensive plan and the future development of the neighborhood, and shall make its recommendations for accepting or rejecting such application. If dedication of a street is accepted, recommendations for improvements to be made prior to the acceptance shall be made by the commission.
- C. Council Action: In considering an application for vacation of an existing street, alley or easement right-of-way, the Council shall establish a date for public hearing and give such notice as required by law. The council shall hear and consider the public testimony, applicant testimony, recommendations of the commission, and any other information as may be brought before the council. Whenever the council vacates an existing public street, the city shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such vacation shall become effective upon delivery of such deed(s). When considering an application for dedication to the public of a street, alley or easement right of way, the council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication. To complete the acceptance of any dedication, the council shall accept same by resolution or by approval of a final subdivision plat.
- D. Exemptions: The provisions of this section shall not apply to the widening of any street which is shown in the comprehensive plan or the dedication of nonvehicular easements to the city. (Ord. 316 § 5, 1979)

Section 6: AMENDMENTS TO SECTION 16.04.060. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.060. READJUSTMENT OF LOT LINES PROCEDURES. Readjustment of lot line applications shall be reviewed and approved pursuant to the final plat regulations and procedures established in §16.04.030 as modified below.

- A. Application: An owner or subdivider wishing to readjust lot lines, as defined in section 16.04.020 of this chapter, shall be required to file with the administrator for administrative review an application and both a digital and hard copy two (2) copies of a the

proposed final plat in accordance with §16.04.030. Additional information reasonably required for thorough review of the application and plat may be required by the administrator to be provided by the applicant.

- B. Certification by the Administrator and Review by Departments: Upon receipt of the readjustment of lot line final plat application and data, the administrator shall certify the application as complete and transmit the application and plat to other city departments and to such other agencies as have jurisdiction over, or interest in, the proposed subdivision for recommendation and review.
- C. Review by Administrator: The administrator shall review the application and data as well as the recommendations received from the various departments and agencies to ensure that such application and plat are in conformance with all applicable rules and regulations, including Development and Design improvements to be constructed by the applicant in conformance with §16.04.040.
- D. Waivers: Any applicable waivers shall be requested according to ~~section 16.04.120~~ §16.04.130 of this chapter.
- E. Notice: The administrator shall provide written notice of such application to owners of property immediately adjacent to the subject property. Such notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on such application.
- F. Findings:
 - 1. Following expiration of the comment period, and upon a finding by the administrator that the plat conforms to the "readjustment of lot line" definition, the Administrator will: (a) review the submittal; (b) department comments; (c) conformance of the submittal with required development and design standards as set forth in §16.04.040; is in compliance with the provisions of this chapter, the administrator shall approve same or approve with (c) recommend conditions necessary to find the final plat same in compliance with the provisions of this chapter, including the installation of required improvements prior to recordation of the final plat, and (d) notice the matter for final plat review before the Council.
 - 2. Upon a finding by the administrator that the application does not conform to such definition or is not in compliance with this chapter, the administrator shall deny such application and shall state the reasons in writing, and a copy signed by the administrator attached to one copy of the plat shall be returned to the applicant.
 - 3. Any questions with regard to the interpretation and/or applicability of this subsection or other sections shall be referred to the council by the administrator for determination following the notice provisions set forth in §16.04.060.G (below).

- G. Council Notice: The council shall conduct at least one (1) public hearing in which interested persons shall have an opportunity to be heard. At least fifteen (15) days prior to the hearing, notice of the time and place and a summary of the proposed action shall be published in the official newspaper or paper of general circulation within the jurisdiction.
- H. Upon Council approval of an application and upon satisfaction by the applicant of any conditions attached to the application, the administrator shall inform the city clerk, and the city clerk shall sign the plat. ~~Any questions with regard to the interpretation and/or applicability of this subsection or other sections shall be referred to the council by the administrator for determination.~~ (Ord. 871 § 1, 2001: Ord. 504 § 1, 1989: Ord. 488 § 1, 1988: Ord. 460 § 5, 1987: Ord. 316 § 3, 1979)

Section 7: AMENDMENTS TO SECTION 16.04.060: CONDOMINIUMS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~060.070~~: CONDOMINIUMS.

- A. Purpose: The purpose of this section is to set forth special provisions for property created or converted pursuant to the condominium property act, title 55, chapter 15, Idaho Code, as amended, revised or compiled. The provisions of this section are found necessary in order to provide for the public health, safety, and welfare of purchasers and residents of such condominiums.
- B. Preliminary Plat Procedure: The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space. The commission and council shall act on the preliminary plat pursuant to subsections 16.04.030D and E of this chapter.
- C. Final Plat Procedure:
1. The final plat procedure contained in subsection 16.04.030~~F~~ G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the condominium has received:
 - a. A certificate of occupancy issued by the city of Ketchum; and
 - b. Completion of all design review elements as approved by the planning and zoning administrator.

2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to [title 17, chapter 17.96](#) of this code. Prior to final plat approval, the subdivider shall submit to the city a copy of the final bylaws and condominium declarations which shall be approved by the council and filed with the Blaine County recorder, including the instrument number(s) under which each document was recorded.
- D. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
- E. Storage Areas: Adequate ~~storage areas shall be provided for boats, campers and trailers, as well as adequate~~ interior storage space for personal property of the resident of each condominium unit.
- F. Maintenance Building: A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
- G. Open Space: The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
- H. General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions. (Ord. 1061 § 2, 2009: Ord. 902 § 1, 2002: Ord. 879 §§ 2, 3, 2001: Ord. 316 § 6, 1979)

Section 8: AMENDMENTS TO SECTION 16.04.070: TOWNHOUSES. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~070~~080: TOWNHOUSES.

- A. Purpose: The purpose of this section is to set forth provisions for real property subdivided into townhouse sublots, such provisions found necessary in order to provide for the public health, safety and welfare of purchasers and residents of such townhouse developments.
- B. Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly

held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

C. Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.

1. All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.

2. The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.

3. The preliminary plat, other data, and the commission's findings ~~shall not~~ may be transmitted to the council prior to commencement of ~~until~~ construction of the project ~~has commenced~~ under a valid building permit issued by the ~~City~~ Ketchum building inspector. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.

4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.

D. Final Plat Procedure:

1. The final plat procedure contained in subsection 16.04.030FG of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:

a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development; ~~and b. Completion and completion~~ of all design review elements as approved by the planning and zoning administrator; or

b. Signed council approval of a phased development project consistent with §16.04.110 herein.

2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to [title 17, chapter 17.96](#) of this code.
- E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that
1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
 2. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
 3. ~~F.~~ General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)

Section 9: AMENDMENTS TO SECTION 16.04.080: MOBILE HOME SUBDIVISIONS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~080~~090: MOBILE HOME SUBDIVISIONS.

- A. General: Mobile home subdivisions shall be treated the same as any residential subdivision subject to the requirements set forth in the zoning ordinance, building code, and any other statute, ordinance, or regulations of any governmental entity having jurisdiction.
- B. Requirements: Mobile home subdivisions shall also be subject to the following requirements:
 1. Such subdivisions may be submitted and reviewed as a planned unit development as set forth in this chapter.
 2. Such subdivisions shall be screened from adjacent areas other than subdivisions of the same type by an aesthetically acceptable fence and/or planting strip.
 3. Adequate provision shall be made for the maintenance of the subdivision.

4. Side lot lines shall be within thirty degrees (30°) of right angle or radial line to the street line. (Ord. 316 § 7, 1979)

Section 10: AMENDMENTS TO SECTION 16.04.090: PLANNED UNIT DEVELOPMENT (PUD). That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~090~~.100: PLANNED UNIT DEVELOPMENT (PUD). In addition to the requirements set forth in this chapter, a proposed planned unit development shall comply with the Ketchum planned unit development ordinance. (Ord. 383 § 1, 1983)

Section 11: AMENDMENTS TO SECTION 16.04.100: PHASED DEVELOPMENT PROJECTS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~100~~.110: PHASED DEVELOPMENT PROJECTS.

- A. Compliance With Provisions: Any subdivider wishing to develop a subdivision (condominium, townhouses, land subdivision) or planned unit development over a series of years shall comply with the additional requirements and regulations set forth in this section. Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner, including the extension of services and implementation of an interim landscaping plan for all future phases, and shall comply with all applicable zoning regulations.
- B. Development Plan: In addition to the preliminary plat, subdivision application and data, the subdivider shall submit to the administrator a development plan with a and development schedule for the entire project, containing all of the information required in subsection 16.04.030 of this chapter. The development plan, if approved, shall be the master plan for the entire project subject to modification by the subdivider through the same procedures as required for approval of the preliminary plat, original plan, and Phased development projects or portions of phased development projects that have not received final plat approval are subject to additional regulations of subsequently adopted or amended ordinances and statutes; ~~and subject to additional requirements imposed by the commission or council due to changes in the development plan or as a result of subsequent subdivision or development of neighboring properties. After~~ The approval of the development plan, ~~the subdivider shall submit to the city a~~ shall occur concurrently with preliminary plat approval. and final Final plat approval for ~~of~~ each phase of ~~the~~ a built project, ~~built or to be built~~ as evidenced by the receipt of a valid building permit and issuance of a certificate of occupancy, shall follow the procedures set forth in §16.04.110.D

herein (below). The time limitations set forth in subsection 16.04.030H of this chapter shall apply to phased developments.

- C. Planning And Zoning Commission Action: Upon receipt of the preliminary plat, subdivision application, and application for a phased development plan and schedule project, the administrator shall place the same on the agenda of the next available regular meeting of the planning and zoning commission and give notice of a public hearing. The planning and zoning commission shall review the preliminary plat, subdivision application, phased development plan and development schedule project and make such recommendations on the proposed project as required by the applicable design review ordinance(s) and all other applicable ordinances or portions. ~~After the planning and zoning commission has made its findings and recommendations, the administrator shall give notice of a public hearing before the planning and zoning commission.~~ At the regular commission meeting where the public hearing is held, the commission shall take public comment, testimony from the subdivider and all interested parties, and review all information and data available to it. After review of the development plan and schedule project, the commission shall make findings and recommendations.
- D. Council Action: The administrator, upon receiving the findings and recommendation of the commission, shall place the preliminary plat, subdivision application, development plan and schedule on the agenda of the next regular city council meeting. The council shall shall act on the preliminary plat, subdivision application, development plan and schedule pursuant to subsections 16.04.030 E of this chapter by reviewing the recommendations of the planning and zoning commission, ~~the commission,~~ and all information and data contained in the file and shall approve, amend, or deny the application and development plan.
- E. Preliminary Plats: ~~Upon~~ Concurrent with the approval of a the development plan and schedule, the subdivider shall prepare a preliminary plat. The preliminary plat shall show for each stage of ~~the his or her~~ development in conformance with the approved development plan, including designation of future phases, sublots, and/or common areas. Upon approval of the preliminary plat, the subdivider may commence construction of the required improvements as provided in this chapter.
- F. Required Improvements: The city council may require that the subdivider install all or a portion of the required improvements for the entire project as set forth in the development plan. Such required improvements shall be constructed prior to approval of the final plat for any phase of the development. (Ord. 316 § 9, 1979)
- G. Final Plat(s): The final plat procedure for each phase of a phased development project shall follow §16.04.030.G.

Section 12: AMENDMENTS TO SECTION 16.04.110: IMPACT STATEMENT. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~110~~.120: IMPACT STATEMENT.

- A. Impact Statement Required: The subdivider proposing a subdivision of more than ten (10) lots or condominium units, or townhouses, or a planned unit development may be required by the commission or council to prepare an impact statement prior to approval of a preliminary plat. The statement shall discuss the potential effects of the proposed development upon the city in terms of impact upon economics, public facilities or environment as set forth in this chapter.
- B. Requirements: The impact statement shall include a study of the potential impact upon:
1. Sewer facilities.
 2. Domestic water facilities.
 3. Fire protection, including fire protection water supply.
 4. Police protection.
 5. Utilities.
 6. Schools.
 7. Roads and traffic.
 8. Other public facilities.
 9. Noise, water and air pollution.
 10. Environmental impact, including impact upon vegetation, wildlife, and wildlife habitat, ground and surface water, and soil erosion.
 11. Public transportation.
 12. Public easements, created or threatened, and recreational availability.
 13. Avalanche hazard and flood hazard.
 14. Drainage.
 15. Grading of slopes.

16. Adjacent properties and the neighborhoods.
 17. Snow removal areas and services.
 18. Designating and defining impact upon areas of historical significance.
 19. Effects upon agriculture.
- C. Additional Requirements: The commission or council may reasonably require the impact statement to be extended to include other factors and criteria not listed above due to unusual characteristics of the land or character of the proposed development or improvements. Furthermore, the subdivider may be required to provide additional information and studies with regard to any of the factors or criteria required in the impact statement.
- D. Contiguous Or Adjacent Property: When an owner or subdivider owns or controls contiguous or adjacent land to that which he or she proposes to subdivide under the terms of this chapter, the commission or council may require that the contiguous or adjacent property be included in the subdivision or that a development plan for the entire tract be presented. Furthermore, the commission or council may require that the entire parcel or parcels of land be platted. (Ord. 316 § 10, 1979)

Section 13: AMENDMENTS TO SECTION 16.04.120: WAIVER AND APPEALS. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~120~~.130: WAIVER AND APPEALS.

- A. General Requirements: Waiver of any of the requirements of this chapter may be granted by the council on a case by case basis upon the recommendation of the commission. Application for such waiver(s) must be in writing and must show that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.
- B. Application For Waiver: Applications shall be made to the administrator in writing at the time of subdivision application. Such waiver, together with such related data and maps as are necessary to fully illustrate the relief sought, shall be filed at that time. Such application shall be processed and considered with the preliminary plat application.

- C. Appeals: Any interested party may appeal in writing the decision of the planning and zoning commission, planning administrator or building inspector relative to any matter(s) with regard to this chapter. Such appeals shall be filed in writing with the Ketchum city clerk within ten (10) days from the date of such decision. Such appeal shall state the exact decision or recommendation appealed and the reasons for appeal. If no appeal is filed within ten (10) days as provided in this subsection, the decision shall be final. (Ord. 316 § 11, 1979)

Section 14: AMENDMENTS TO SECTION 16.04.130: FEES AND COSTS AND TIME PERIODS FOR APPROVAL. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~130~~.140: FEES AND COSTS AND TIME PERIODS FOR APPROVAL.

- A. Fees And Costs: The subdivider shall pay to the city by depositing with the city administrator certain fees and costs. There shall be a preliminary plat application fee and a final plat application fee. Such fees shall be set by resolution of the city council.
- B. Time Periods For Approval:
1. The planning and zoning commission shall have sixty (60) days to examine and consider all applications made pursuant to this chapter and to make its recommendations. Such sixty (60) day period shall commence upon the first meeting at which the commission considers such an application. If no recommendation is made within such period, the application shall be placed upon the appropriate agenda without recommendation.
 2. The council shall have ninety (90) days to examine and consider all applications made pursuant to this chapter and make its finding(s) and/or decision(s).
 3. The time periods set forth in this subsection may be extended for a reasonable period of time by the planning and zoning commission or council upon a finding that, due to the complexity of an application or changes made in an application during the review process, additional time to examine or consider same is reasonably required. (Ord. 316 § 12, 1979)

Section 15: AMENDMENTS TO SECTION 16.04.140: ENFORCEMENT, VIOLATIONS AND PENALTIES. That Title 16 of the Ketchum Municipal Code be amended to include new language and remove stricken language as indicated below.

SECTION 16.04.~~140.150~~: ENFORCEMENT, VIOLATIONS AND PENALTIES.

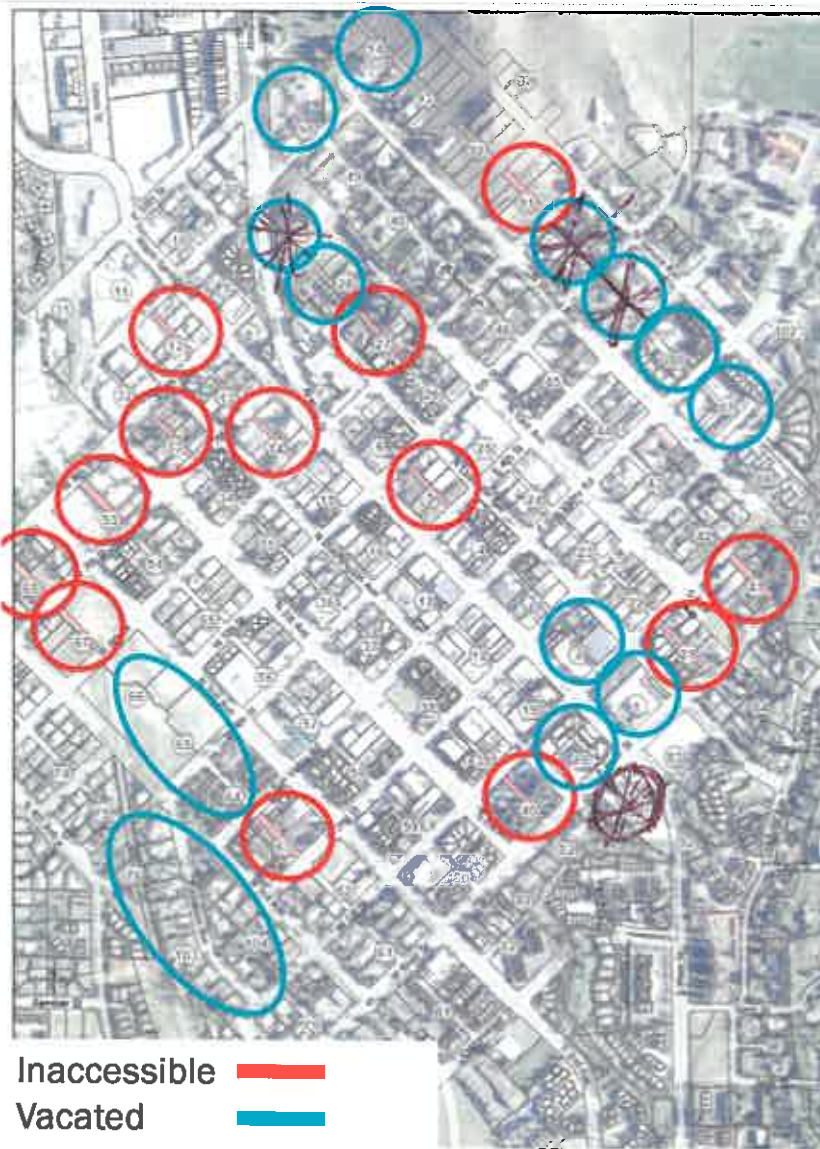
- A. Investigations: It shall be the duty of the administrator and building inspector to investigate compliance with these regulations and to bring to the attention of the city council and the city attorney any violations of this chapter.
- B. Sale Of Portions Of Unsubdivided Property: No owner, or agent of the owner, shall transfer, sell, encumber by mortgage or deed of trust or offer to sell any portion of an unsubdivided parcel of real property before a final plat has been approved by the council and filed with the office of the Blaine County recorder as required by law.
- C. Sale Of Property By Metes And Bounds: The subdivision of any lot or of any parcel of land by the use of a metes and bounds description for the purpose of sale, transfer, encumbrance by mortgage or deed of trust, or lease shall not be permitted without the filing of a final plat as required in this chapter. All such divisions of land shall not be recognized by the city nor shall building permits be issued for any improvements until such subdivisions have received final plat approval and met all requirements of this chapter.
- D. Penalties: Any person, firm, association or corporation that fails to comply with or violates any of these regulations shall be subject to a fine not more than three hundred dollars (\$300.00) or imprisonment for a period not exceeding six (6) months, or both. Each day that such violation continues shall be considered a separate offense.
- E. Civil Enforcement: Appropriate actions and proceedings at law or in equity may be instituted by the city attorney to prevent or rectify illegal subdivisions, to recover damages, to restrain, correct or abate any violation, or to prevent illegal occupancy of a building, structure or premises. These remedies shall be cumulative and in addition to the penalties described in this section.
- F. Conditions: Regulation of the subdivision of land and the attachment of reasonable conditions to such subdivisions is a proper exercise of valid police power granted to the city by article XII, section 2 of the Idaho constitution. The subdivider has the duty of compliance with reasonable conditions laid down by the council and commission for design, dedication, improvement and restrictive use of land so as to conform with the physical and economic development of the city and the safety and general welfare of future plot owners in such subdivision and the public at large. (Ord. 316 §§ 13, 14, 1979)

ATTACHMENT B



CITY OF KETCHUM ALLEYWAYS

July, 2019



CITY OF KETCHUM GIS

Vacated Alleys



BLOCK 29

- Ordinance No. 169
- Alley Vacated in 1971
 - *Portion of alley adjoining lots 1, 2, 3, 5, 6, 7*
- Comment: Area inaccessible and irremediable due to topography

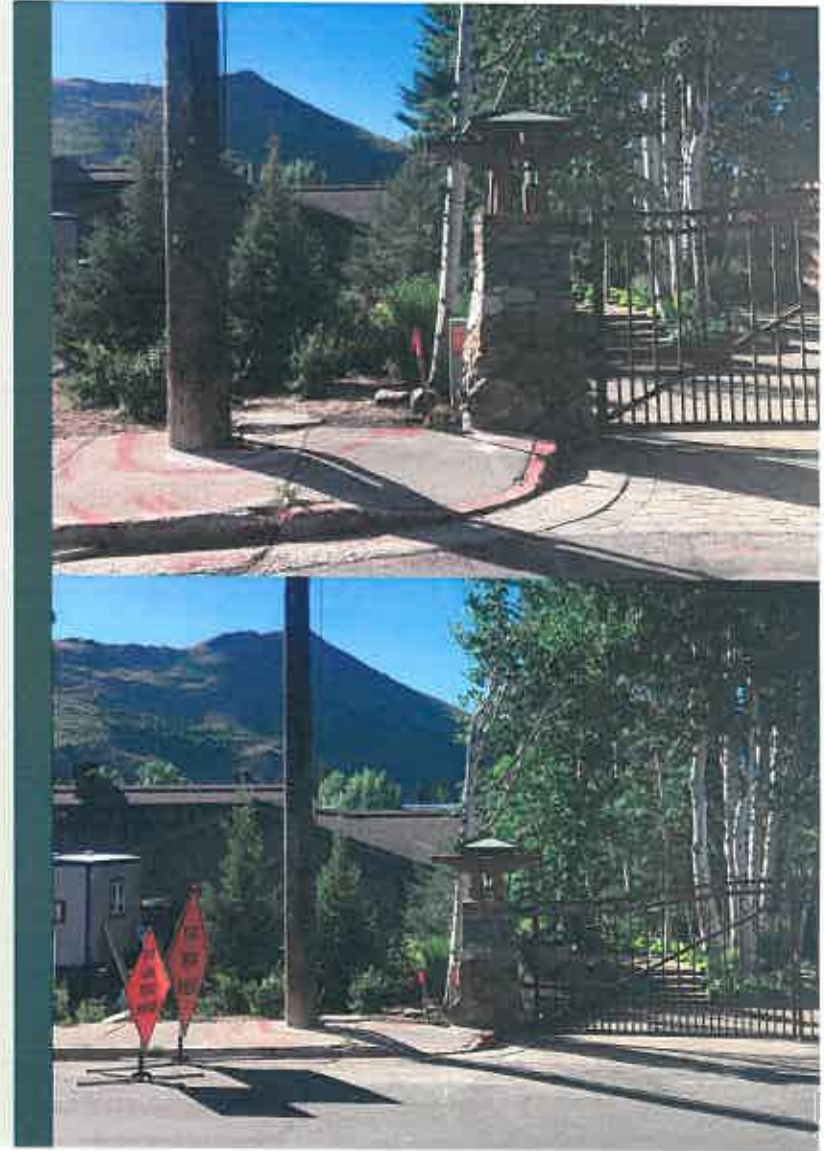


BLOCK 82

- Ordinance No. 322
- Vacated in 1980
 - *Alley running between lot 3 and lots 2, 21, 22*
- Currently occupying the vacated area: Parking lot for adjacent commercial buildings
- Additional comment: Sharp drop off at the end of paved lot.

BLOCK 89

- Ordinance No. 479
- Vacated in 1988
 - *Only Northern half of alley vacated*
- Comment: Alley was never opened, improved, or maintained by the City of Ketchum before vacation.



BLOCK 90

- Ordinance No. 46
- Vacated in 1959
 - *Portion of alley vacated*
- Comment: Portion vacated is between 5th and 6th street, between Walnut and Spruce Street on Block 90

