



**CITY OF KETCHUM, IDAHO**

CITY COUNCIL

Tuesday, January 18, 2022, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

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**AMENDED Agenda**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

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You will find this option on our website at [www.ketchumidaho.org/meetings](http://www.ketchumidaho.org/meetings).

**If you would like to comment on a public hearing agenda item, please select the best option for your participation:**

1. During the on-going pandemic, we welcome the Public to attend all meetings via ZOOM.
2. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/84433523671>  
Webinar ID: 844 3352 3671
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

*This agenda is subject to revisions. All revisions will be underlined.*

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

1. Submitted Public Comment:
2. Communication from City Administrator:

**CONSENT AGENDA:**

*Note re: 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.*

3. ACTION ITEM: Approve minutes of January 3, 2022, as submitted by Tara Fenwick, City Clerk.
4. ACTION ITEM: Recommendation to receive and file the Quarterly/Monthly Treasurer's financial reports, as submitted by Shellie Gallagher Rubel, Treasurer.
5. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Rubel Gallagher Rubel, Treasurer.

- [6.](#) ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 608,330.10, as submitted by Shellie Gallagher Rubel, Treasurer.
- [7.](#) ACTION ITEM: Recommendation to approve Purchase Order #22043 for a Ford Ranger Supercab, as submitted by Juerg Stauffacher, Facilities Supervisor.
- [8.](#) ACTION ITEM: Recommendation for Approval of Purchase Order #22053 for the purchase of a Bobcat UW56 Toolcat with Snow Blower, as submitted by Mick Mummert, Supervisor Utilities.
- [9.](#) ACTION ITEM: Recommendation to approve Service Agreement with US Digital Designs, as submitted by Bill McLaughlin, Fire Chief.
- [10.](#) ACTION ITEM: Recommendation to Approve Agreement #22756 with Blaine County for Reimbursement of Costs Related to new Glass and Cardboard Recycling Center, as submitted by Jade Riley, City Administrator.
- [11.](#) ACTION ITEM: Recommendation to approve Purchase Order # 22052 with Sullivan & Reberger for Governmental Relations with State of Idaho, as submitted by Jade Riley, City Administrator.

**PUBLIC HEARING:**

- [12.](#) ACTION ITEM: Recommendation to conduct a public hearing and conduct third reading of short-term rental Ordinance #1230, as submitted by Jade Riley, City Administrator.
- [13.](#) ACTION ITEM: Recommendation to conduct a public hearing and first reading by title only of Ordinance #1232, an amendment to the Official District Zoning Map designation of 104 Neils Way, as submitted by Suzanne Frick, Director Planning and Building.

**NEW BUSINESS:**

- [14.](#) Receive Briefing from Idaho Transportation Department Regarding Highway 75 Improvements (Elkhorn Road to River Street), as submitted by Nathan Jerke, Project Manager ITD and Jade Riley, City Administrator.
- [15.](#) Receive Update on the Ketchum Community Housing Action Plan, as submitted by Carissa Connelly, City Housing Strategist and Ellen Campfield Nelson, Agnew-Beck.
- [16.](#) Receive Quarterly Progress Report on Fiscal Year 2022 Capital Improvement Projects, as submitted by Jade Riley, City Administrator.
- [17.](#) Receive Briefing on Renegotiation Process for Franchise Agreement with Idaho Power, as submitted by Jade Riley, City Administrator.

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

## Lisa Enourato

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**From:** Charles Flynn <cpfkef@gmail.com>  
**Sent:** Wednesday, January 05, 2022 12:36 AM  
**To:** Participate  
**Subject:** STR

We, with partners, are owners of a condominium in Ketchum. We have owned this condo since 1984, and have rented it on a short term basis, when we were not using it personally, for the entire time. We write to oppose the Short Term Rental ordinance proposal.

First, the proposed ordinance clearly violates Idaho statute, by making it impossible, as a practical matter, for us to rent on a short term basis. Our condo is in one of the older developments in the Valley, and it does not have a sprinkler system. It is impossible to retrofit a sprinkler system in an economic way. Changes to building and fire codes are generally not applicable to existing construction, with a few very limited exceptions such as the federal requirement for ADA access. Since our development complied with the applicable codes when it was constructed, it is not required to meet them now. Merely because the proposed ordinance does not do directly what its practical effect will accomplish indirectly does not save it.

Second, the proposed ordinance cannot be justified as a health and safety regulation. The problem which led to the proposal is Ketchum's lack of housing its workforce can afford. The solution offered by the ordinance is to force owners such as ourselves to leave the short term rental market, and either leave our property unused or rent long term. We did not purchase our condo to be hoteliers or landlords; we purchased it to ski and hike in the valley. We have not rented long term in the past, and will not in the future. Before imposing this burden on us, the City must demonstrate that there is a health and safety problem for which this is an appropriate solution. I am not aware it has even made a serious effort to do so. I would be interested to see any existing research suggesting that rental buildings can not be safely occupied without sprinklers, or that short term tenants cannot find their way out of a burning building any better or any worse than long term tenants I would also be interested in any example of municipalities applying building and fire codes retroactively to existing structures, on the assumption that renters cannot find the door. If this proposal was really about the health and safety of renters in the Valley, it would apply to everyone, and all construction in the Valley would be required to meet current fire and building codes. That would be a radical departure with huge economic ramifications for virtually all property owners. If further proof were necessary, this arbitrary and capricious distinction between long term and short term renters (potentially in the same building) demonstrates the real purpose of the proposal.

Third, it seems obvious that the proposed ordinance is merely a subterfuge to try and create more worker housing. The "Mayors Missive" of Nov. 16 makes that clear, and, judging by the tenor of the public comments on the proposed ordinance, very few are even trying to pretend otherwise. I thought the general tenor was well captured by the most recent public comment in the affordable housing tab of "word on the street": *"The short term rental market thwarts the availability of good solid long term rentals. The 2017 Idaho Code 67-6539 state law has been misinterpreted by many. The city of Sandpoint is regulating short term rentals based on a permit system that in part regulates health and safety and most importantly limits the number of short term rentals owned by a "non-owner occupied" (i.e. nonresidents) in the city residential zones."* Noticeably, the City of Sandpoint does not require sprinklers.

The recent suggestion that the proposed ordinance is necessary to insure “compliance” is disingenuous. The ordinance dramatically changes the requirements for short term rentals. You don’t enforce compliance by changing the rules. If it were limited to enforcement of existing requirements, I doubt it would be controversial. While Ketchum obviously has a problem with worker housing, and has had for many years, this proposed remedy is exactly what the Idaho Legislature has forbidden. The economics of real estate in Ketchum are that “affordable” housing must be subsidized by someone. If the City believes it needs more subsidized housing, the City should provide the subsidy.

Please retain all internal or external documents or materials utilized or created in connection with the STR proposal, including records of verbal communications.

## Chuck & Katherine Flynn

1519 Hidden Lane  
Anchorage, Ak. 99501  
907-279-5839



## Lisa Enourato

---

**From:** Lisa Enourato  
**Sent:** Friday, January 07, 2022 3:32 PM  
**To:** Participate  
**Subject:** FW: Masks

### LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
o: 208.726.7803 | f: 208.726.7812  
[lenourato@ketchumidaho.org](mailto:lenourato@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Friday, January 07, 2022 12:01 PM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fw: Masks

Public comment

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**From:** Lynn Flickinger <[flickingerlynn@gmail.com](mailto:flickingerlynn@gmail.com)>  
**Sent:** Friday, January 7, 2022 11:53 AM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Masks

Hi Amanda,

Thanks for standing up for what is right. If you have an ordinance it should be enforced.

Just wanted to say thanks and I'm glad I voted for you.

I didn't vote for Neil and his wishy washy attitude is why. He really doesn't care about the locals.

Lynn Flickinger.

Sent from my iPhone

## Lisa Enourato

---

**From:** Lisa Enourato  
**Sent:** Friday, January 07, 2022 3:32 PM  
**To:** Participate  
**Subject:** FW: Mask Mandate

### LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager

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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Friday, January 07, 2022 11:32 AM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fw: Mask Mandate

Public comment

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**From:** Laurence Meads <[l3meads@gmail.com](mailto:l3meads@gmail.com)>  
**Sent:** Friday, January 7, 2022 11:30 AM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Mask Mandate

Amanda:

Although over the last few years I have been very vocal about the lack of leadership and decision making by Mayor Neil Bradshaw, P&Z and City Council, I want to applaud your effort to enforce the mask mandate.

With the substantial rise in transmission, it has become imperative that we all protect ourselves and others.

Thank you again.

Larry Meads

## Lisa Enourato

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**From:** Lisa Enourato  
**Sent:** Friday, January 07, 2022 3:32 PM  
**To:** Participate  
**Subject:** FW:

### LISA ENOURATO | CITY OF KETCHUM

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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Friday, January 07, 2022 11:29 AM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fw:

Public comment.

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**From:** Jodi Sanders <[jodisanders83353@gmail.com](mailto:jodisanders83353@gmail.com)>  
**Sent:** Friday, January 7, 2022 10:49 AM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:**

Dear Amanda — I voted for you. I respect you greatly. I have obeyed every law that Ketchum has put in place even when I questioned “the science”. I think by now we all know that masks don’t work, unless we are going to insist on N-95’s. Some of our most brilliant epidemiologists and virologists from Harvard, Yale, and Stanford have been screaming this from the rafters.

I want this virus to be over just as much as the next guy but mandating anything isn’t going to make that happen. It’s a virus. You cannot outrun a race — ever. I think even our president is finally coming to this conclusion.

Thanks for listening. Thanks for all you do!

## Lisa Enourato

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**From:** Lisa Enourato  
**Sent:** Friday, January 07, 2022 3:38 PM  
**To:** Participate  
**Subject:** FW: Thank you

### LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Friday, January 07, 2022 10:17 AM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fw: Thank you

Public comment.

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**From:** Nancie Tatum <[nancie@nancietatum.com](mailto:nancie@nancietatum.com)>  
**Sent:** Friday, January 7, 2022 10:15 AM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Thank you

Hello Amanda,  
Thank you for making the presentation about supporting and enforcing the Ketchum Mask Mandate. Some tools for business owners might be useful.  
More signage or refusing entry can also work.  
After living through the lockdown of 2020 we need to ensure our businesses, residents and visitors have successful experiences that are not interrupted by this horrible pandemic.  
As an aside,  
I was dining last week at The Kneadery where NONE of the service staff was wearing a mask. I would have created a scene if I walked out - but I couldn't believe my eyes.  
And yet the Sawtooth Club can't stay open due to sick staff.  
And I have requested unmasked customers at Atkinson's market to please use their masks.  
But this is all risky...

I also appreciate the Council stabilizing the Preservation ordinance - a stake had to be put in the ground and start this heritage process.

Stay well and thank you again.  
Nancie Tatum

--

Nancie Tatum  
208-726-6465  
[nancie@nancietatum.com](mailto:nancie@nancietatum.com)

## Lisa Enourato

---

**From:** Lisa Enourato  
**Sent:** Friday, January 07, 2022 3:39 PM  
**To:** Participate  
**Subject:** FW: Thank you

### LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager  
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340  
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**From:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Sent:** Friday, January 07, 2022 9:07 AM  
**To:** Lisa Enourato <[LEnourato@ketchumidaho.org](mailto:LEnourato@ketchumidaho.org)>  
**Subject:** Fwd: Thank you

Public comment

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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**From:** Gemma Daggatt <[gemma@daggatt.com](mailto:gemma@daggatt.com)>  
**Sent:** Thursday, January 6, 2022 7:30:44 PM  
**To:** Amanda Breen <[ABreen@ketchumidaho.org](mailto:ABreen@ketchumidaho.org)>  
**Subject:** Thank you

Thank you for trying to get Ketchum to enforce the mask mandate. Our family has been part-time residents for the last 23 years, and both our children were born at St. Luke's. So Ketchum is home to us.

It's been frustrating with Omicron arriving, to know that there are certain vital businesses that we can't go to because the employees have decided they don't need to wear masks. Chateau for example... I've been driving to Hailey instead since I know the guys at LL Greens do mask.

Even better, we love that Limelight and Argyos have been requiring proof of vax! Our only meal out this last month was at the Limelight as a result. We hope more businesses realize this is a great way to get customers back.

Thanks for all you do for our dear town. We appreciate your thoughtful POV and dedication,

*gemma & russell daggatt*  
1207 Warm Springs Road  
206.786.6336

*If I don't respond quickly to an email, please send a quick text to the cell # above, or, even better, call me!*

## Lisa Enourato

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**From:** Neil Bradshaw  
**Sent:** Friday, January 07, 2022 4:46 PM  
**To:** Participate  
**Cc:** Jade Riley; Lisa Enourato  
**Subject:** Fwd: "We have laws on the books, we should enforce it"

Public comment

Begin forwarded message:

**From:** <[mleach1113@gmail.com](mailto:mleach1113@gmail.com)>  
**Subject:** "We have laws on the books, we should enforce it"  
**Date:** January 7, 2022 at 2:16:30 PM MST  
**To:** <[abreen@ketchumidaho.org](mailto:abreen@ketchumidaho.org)>  
**Cc:** <[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org)>, <[mleach1113@gmail.com](mailto:mleach1113@gmail.com)>

Good afternoon Council Woman Amanda Breen,

I appreciate your concern about the spread of the covid -19 and omicron virus within our community. Keeping science in mind the impact of wearing masks is a false security. Dr. Cecil Bennett with Newnan Family Medicine in Atlanta believes counting on the vaccine and cloth or surgical masks has provided a false sense of security with Covid – 19 and now omicron. Dr. Bennett gave this example about what he was talking about: Six people are in a room. Five are wearing cloth masks. The sixth has the omicron variant of COVID-19. You think you're doing the right thing by wearing a mask, but ... "Pretty much everyone in the room is going to get omicron. That mask will not protect you," Bennett said. His comment doesn't even address how the vaccinated with two shots + one booster shot does not protect you from getting the virus. Sure other Dr's and individuals state the opposite point of view but the spike in Covid-19 and omicron prove the point. Mask or no mask the cases will continue to spike.

Emergency health orders are a power grab by cities, counties and these sweeping policies can't be imposed absent specific state congressional action. The fundamental question of constitutional law and state law question the broad city and county authority to order a vaccine mandate to take certain steps in response to a pandemic. Separate mandates by cities, counties and states have been blocked by federal courts in over 24 states. That being said I am not a lawyer but know that individuals within Idaho including Ketchum have state and federal constitutional rights that should not be violated by any elected governing body.

Please make sure the policy ("law on the books") you are referring to is constitutional. *"An emergency health order enacted by the city in September mandates that people wear face coverings in indoor public places where they cannot stay six feet apart—with some exceptions, including to eat or drink. It also recommends that people wear masks in outdoor public places where they cannot stay distanced by six feet. Violators can be deemed guilty of an infraction and fined \$100."* Why would Ketchum pass and try to enforce a policy that science contradicts and federal courts have blocked city mandates such as Ketchum's.

Mayor Neil Bradshaw and you are correct being concerned over the mental health of the Ketchum community and believing that education and outreach should remain as the primary objectives in implementing this policy. Knowing some members of the community want more

stringent enforcement, others want less. The mayor knows that the city has taken an appropriate middle ground to address this policy measure and that these actions are respectful of all points of view.

The promoting of covid fear mandates within our community from an elected official might be welcomed by some but rest of the community is tired of this political messaging.

Respectfully,

Michael

Michael Leach  
P.O. Box 2167  
Ketchum, Idaho 83340

**NEIL BRADSHAW | CITY OF KETCHUM**

Mayor

P.O. Box 2315 | 191 5th Street,W | Ketchum, ID 83340

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## Lisa Enourato

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Monday, January 10, 2022 2:26 AM  
**To:** Neil Bradshaw; Amanda Breen; Jim Slanetz; Courtney Hamilton; Michael David; Participate  
**Subject:** Re: Public Comment/ For the Record / Ketchum City Council Meeting of January 3, 2022 Genera

January 10, 2022

*For the Record/ General Public Comment*

**Ketchum City Council Meeting of January 8, 2022**

Dear Mayor Bradshaw and Councilors:

I regret you did not accept my invitation for you to Stand Down! from your wildly illegal and unconstitutional masking agenda, for this new year 2022.

Instead, we now see Breen Blaine Buchenwald pushing law enforcement to write some no-mask tickets (which they won't do, ever - what an insult to them), while insisting that all community bus drivers be choked out and poisoned at all times while behind the wheel. Encouraging private business to demand universal masking and vaccine compliance, denying accommodation for medical and religious reasons, in blatant violation of law. And workers, minorities and children taking the brunt of the savage beating at the hands of the sustainably fascist, phony elite. And now Her Madness is coming at us with dripping needle, "Get all 'boosted up' now children - Trust me, it's good for you!". Which booster are you recommending shooting up, ma'am, Fetal Shriek or G-Ooze? Query: Is this the conduct of a responsible councilor or of some filthily freak-faced human rights butcher hiding under cowardly cover of covidScam?

And so, in the face of your insistence, and on popular demand – Submission, February 28, 2021 [Reprinted with permission, *Idaho covidScam* (2021)]:

### ***SAVING AMANDA, from BUCHENWALD***

*Ode to governors, mayors and council persons everywhere – to those who would dare to Choke Out, and to those who would stand aside, savagely silent to the screams -*

*Did you hear about the Ketchum Stranglers?  
Well, honey, it's no rock 'n' roll show  
I'm not talkin' about no Mike Philip Jagger  
No, these freaks we've never seen before . . .*

***SAVING AMANDA, from BUCHENWALD***  
(Country style, inspired by "Amanda", Bob McDill, '73)

She held it all inward, Lord knows she tried -  
But it's an awful awakening in a divorce lawyer's eye:

To look in the mirror, and see no surprise  
Content that she'd choked out thousands of lives

Amanda, you ravaged our lives  
Your "Harvard Health Security" - all filthy f'n lies

2

Our most innocent and defenseless, no standing to object  
to the paws of a council gal encircling their neck

Insisting on Masking when the evidence was so clear:  
'IT WILL CRIPPLE AND KILL THEM!' in so very few years

Amanda, you ruined their lives  
your global health initiatives - all sketchy f'n lies

3

It's a measure of a left coaster who'll never understand  
the pleasures of life in our Idaho land

She went Postal on Johnny Mac when she saw he was down  
Now closing in on 50 and, "Whatever have I done?"

Amanda, you may ache for fourth Reich  
but Fate should have made you a champion of rights

4

Wormy weaselly Mac Davids always right by her side  
spinning horseshit palabra of viral demise

No protection of immunity could ever assuage  
the pained recognition she ordered kids Mauled

Amanda, light fades from your life . . .  
Fate could have made you a guardian of rights

5

Well, they twist, and they cry out, so desperate to escape  
the tightening clutches of a Miserable Fake

As she ratchets the nooses no chance can they question,  
Who wrote the script for "The Swirl from Wuhan"?

Amanda, you ravaged our lives  
Your "Harvard Health Security" - all filthy f'n lies

6

New-aged pillage and predation, a thrill Wee! beyond sexual,  
for her mightily limp mind we pay \$2K, mensual

A Heil! agenda way beyond her pay grade -  
but like young Adolf before her, a legend to be made

Muzzled Mayor B. Shaw-Shanked pretendin' to be moderator –  
*Sans Satiated* dark insides of some Rhodie floppy slotter?

Amanda, you plundered our lives  
your Stanford bio health security - all savage f'n lies

7

Now silver-gray death creeps through hair like white lice  
What good might have come had she not bought their Dark Lies?

The Guarantee of Due Process - what they taught at U of U -  
Or did she in Con Law class have other things to do?

Amanda, you ravaged our lives  
your global health Pogroms - all filthy f'n lies

8

So, it is with a pickaxe you may feel free to hack  
through the skulls of war veterans who dared give up their Back

For the cause of our Freedom - of breath, belief, speech . . . -  
All those Inalienable rights you so delightfully Breach

Amanda, oh, the sadness and fear . . .  
The Reek of the Madness brings shivers and tears.

9

Will she Hang Down her own mask when the verdict is rendered -  
“Guilty – murder and treason” perpetrated all in One Term?

The masses might shout out “the gallows for the madam!”  
But will she get last chance, with soul on the line?

And Amanda, may it lighten your strife  
if a judge could reduce you to a sentence of life?

A cold basement cell fit for quiet rumination  
and to ponder the horrors of her Abject Predation

Amanda, you demolished our lives

your Bloomberg Harvard initiatives - all filthy f'n lies

10

When she finally searched inward, Lord knows she cried -  
'twas an awful awakening for a tender mother's pride

To look out barred windows and see the demise  
of the hopes of All Children in dark sunken eyes

Amanda, you shattered their lives, but  
Fate could still make you a Champion of Rights.

And so, I again insist on immediate reinstatement of the Rule of Law, coming at covidFilth everywhere - high, hard  
and inside.

I hope you understand.

Cheers,

Jim

El sáb, 1 ene 2022 a las 0:47, James Hungelmann (<[jim.hungelmann@gmail.com](mailto:jim.hungelmann@gmail.com)>) escribió:  
December 31, 2021

Dear Mayor Bradshaw and City Councilors:

For the Record /

Ketchum City Council Meeting of January 3, 2022

1. Report Card 2021 Ketchum Mayor and City Council
2. New Year's Resolution 2022

I Report Card 2021/ Ketchum Mayor and City Council:

*Ketchum has experienced a hostile, fascist and criminal takedown of city government and the rule of law at the hands of the mayor and city council which has inflicted immense suffering on the public, exposing the City and officials to massive civil liability to the victim class.*

A  
As pointed out in legal detail in writing on the record to the Mayor and Council on many prior occasions throughout 2020-21:

Any statutory authority for a mandate of masking or of any other government “health measures” relating to covid expired long before the start of 2021, no later than May 2012. Further, masking and all other covidMeasures are unprecedented and grave deprivations of liberty and life imposed without due process of law, rendering them absolutely *null and void*. Nonetheless, they continue to impact miserably those persons who lack the means to recognize the illegality and to refuse compliance. Due Process of Law is the most treasured inheritance from Mother England, of Magna Carta magnificence, the most distinguishing character at the foundation of the United States of America, and the one mechanism that protects us from complete Dictatorship. *We must cherish and protect it and never again allow it to be threatened.*

The victimization of this illegality includes –

1. Savage beatdown of children: We are now going on two years of Council subjugation and choke-out which has ruined children’s physical and mental health, shortened lives, and sabotaged their pursuit of their human potential and happiness based on verifiable reality and free of ruinous tyranny, all in gross violation also of inalienable parental rights strongly protected by Idaho law and constitution. What could be more deceptive and despicable than a government forcing masking and pushing experimental “vaccination” as a “health solution” for all children? What we must be insisting as the most Essential learning for all children is that in the USA, no governmental entity at any level has the right to call the shots and loosen and tighten restrictions on Inalienable Rights as it sees fit, like the right to breathe, speak freely, and be free from any type of invasion or violation of the body.
2. Malicious attack on Mental Health: You may Proclaim your sensitivity to “mental health awareness” (during which month was it?) but your reality is the opposite. Your covid Orders and Recommendations amount to a brutal attack on the most essential protection of liberties at the heart of American democracy. Due Process is also the protection against an insane societal adaptation to a blatantly false reality that involves serious government deprivations of civil liberties, the justification for which has never been shown and yet can never be challenged, even though every aspect of the covid narrative collapses on the simplest of inquiry and would never hold up in a court of law. How many lives have been lost or ruined by your Grand Choke out and Poisoning? Can one who by decree imposes choking out and poisoning all people as some “health measure” be other than a deranged psychopath?
3. Classist, racist attack on vulnerable workers with a disproportionate minority makeup who take the brunt of the hit of the covidMeasures and who are typically least able to recognize and defend against deceptive government predation. As perceived by the Hispanic public, the Council’s Proclamation of “appreciation” of Hispanic culture is a farcical insult; everything about your covidMeasures has been an enslaving affront to what it means to be Hispanic.
4. Vile attack on spirituality and on Native American heritage: The “Choke-out and Poison” KCC Wrecking Crew also appears to be trumpeting the march to mandated “vaccines”. Mandated masking and vaccination, alone or together, constitute a most serious sacrilege for so many whose most fundamental spiritual conviction is that the human body is the tabernacle of God through which the Great Spirit must flow without molestation or contamination. Beyond that, the vaccine story is beginning to look at lot like genocide, as so many experts have assured would be the case.
5. Hiding and blocking investigation into other sources of toxicity contributing to erosion of health including radiofrequency radiation/5G and aerial “cloudseeding”/weather engineering activities. This mayor and council sanctioned as “essential” the expansion of “telecom” infrastructure at the same time they ordered the public to shut down all private businesses and limit movement; even though they have known that many independent experts maintain that the march to 5G will cripple and kill man and nature in short order including with symptoms claimed by the usurping medical “authorities” to indicate covid. Shamefully, our mayor and council have refused even to ask the telecoms and associates to explain what installations they made in this era of

preferential treatment for them; what if any health risks those installations represent; and how the public might protect.

6. Sabotage of Brand Ketchum and the outstanding and diverse professional capabilities of the citizenry to build and protect health naturally, in harmony with our natural surroundings.

B

The conduct of the recent “election” of mayor and councilpersons was fatally flawed, effectively excluding a significant segment of the population. The most significant activity of the campaign, the mayoral public debate, was held at a facility that arduously and illegally blocked public access and participation by those unable to tolerate masking and/or vaccination on religious or medical grounds. Despite advance notice of this illegality, the mayor, candidates, and councilpersons raised no objection. By their participation in this sham “debate” at which known dissent to the covidScam Narrative would be present and likely voiced but for the illegal restrictions, all candidates endorsed this fascist orchestration. The net result is that Ketchum has three illegitimately “elected” office holders - and a ship run onto on the rocks.

C

All Ketchum city council meetings in 2021 were conducted illegally, in blatant violation of Idaho Open Meeting Law, with restrictions on in-person attendance including blocking attendance by those with religious or medical intolerances for masking. By dictate of law, all actions of the council taken in such meetings are null and void. This council’s claim of covidEmergency! **as determined** solely by you and without any Due Process to **any** of your victims provides no legal justification for the ongoing Open Meeting Law violations that have produced illegal mandates like masking that continue to cause immense suffering on the public at large, worsening daily.

Also, this council in 2021 conducted an unprecedented number of “special meetings” held behind closed doors. Given all developments, one must suspect that the secret agendas likely have included topics that under the law demand full transparency, such as -

- Planning further covid lockdown measures to impose on the public, under legal advice paid for by taxpayers to which the public is denied access;
- How council members can protect themselves from criminal and/or civil liability connected with their illegal actions, such as in the form of class action by all minor children trapped under mask orders and vaccine pressure, for reckless endangerment, infliction of emotional distress, battery, and the like.

Because of this illegal violation of Open Meeting Law, all projects currently in varying stages of City evaluation and approval, such as Bluebird and Ketchum Tribute, are tainted and subject to being halted at any time in the future by proper legal challenge.

II *Recommended* New Year’s Resolution 2022/ Ketchum Mayor and City Council –

*The mayor and city council will rescind masking mandates and recommendations and will never again do anything that either sabotages the Due Process cornerstone of the American democracy and constitutional framework or that runs counter to Idaho or US laws. Further,*

1. All masking orders and recommendations are rescinded (Ketchum Public Health Emergency Order 21-02.) While health recommendations and guidelines from governmental or private “experts” are welcomed, any future proposed Deprivations of civil liberties must have legitimate statutory authorization and must meet strict Due Process requirements substantiating a grave threat and the absolute need to impose such restrictions, where the public is given fair opportunity to challenge. We will not enforce any law of state or federal authority that violates fundamental constitutional rights of the Ketchum public.

2. All vestiges of covid mandates including face coverings and any messaging relating to covid vaccines must be removed from all city properties and operations including city offices and council meetings. No mention of the covid or any claimed variant is allowed at council meetings unless pursuant to agenda at which conflicting points of view are equally accommodated.
3. Likewise, Ketchum City will not endorse or facilitate covid “vaccinations”. Vaccination is a personal decision in which city government will not be involved in any capacity.
4. Any Ketchum City worker who chooses to wear a face covering that interferes with normal breathing is not allowed to engage in activities potentially dangerous to self or others such as driving a motor vehicle. We will not tolerate oxygen-impaired drivers anywhere in Ketchum.
5. At the risk of revocation of business license, private businesses in Ketchum must comply with Public Accommodation and Anti-Discrimination laws assuring equal access to all members of the public including those with disabling health conditions or religious beliefs. We are committed to protecting the health and safety of public and private employees, and, in that regard, we ban private business mandates on customers and/or employees requiring face coverings or covid vaccination.
6. Until illegal masking mandates and vaccine messaging are ended in public schools, Ketchum City will help fund home schooling for those parents who oppose masking and/or vaccination for health, religious or other personal reasons.
7. We require those telecoms and associates who expanded wireless facilities and installations in the covid Lockdown, under grant of being considered “Essential”, to make public presentation of what new capabilities and facilities they put in place; what risks if any the installations entail; and what measures the public should take to protect health and safety.
8. We will work with the Idaho Department of Water Resources and the US weather agencies to understand ongoing cloud seeding and weather modification activities; the chemical and biological makeup of the ingredients, and what hazard, if any, they represent for public health and safety in Ketchum.
9. The following projects will be suspended and re-opened from the start to allow meaningful public inquiry and challenge per open meeting law requirements - Bluebird Village, Ketchum “Tribute” Hotel.
10. While measures like masking and vaccination may be the private choice of some, everything about covidScam has taught us the vital importance of emphasizing natural means of strengthening health and immune and respiratory systems. Our community has a plethora of world-class “health care” professionals of diverse capabilities that must be engaged as we move to protect health and safety beyond the covid era, in complement to the capabilities of St Luke’s and the medical establishment.

Lastly, please understand that public pressure on the mayor and council will intensify and never relent until you voluntarily retract your blatantly illegal restrictions on fundamental civil liberties or until you are forced to do so by criminal and/or civil process. *Please rescind City of Ketchum Public Health Emergency Order 21-02 by the end of the day, January 3, 2022.*

Breathe Free, Idaho, forever!

Best wishes to all for the year ahead,

Jim Hungelmann

## Lisa Enourato


---

**From:** Paige Lethbridge <paigelethbridge@me.com>  
**Sent:** Monday, January 10, 2022 10:42 AM  
**To:** Participate  
**Subject:** Covid info

I thought I'd share what I think really good information (these are my friends Dad's actual notes from a call):

"We had the Director of International Infectious Disease at Mass General Hospital join a call today with the partners and managers of my firm. I thought I'd share a few of the interesting points from his presentation:

- 1 Close to 100% of the positive cases in MA are Omicron. Delta is almost completely gone from New England.
- 2 This surge will peak sometime between 1/10 and 1/21 and then begin a quick downhill journey of two to four weeks.
- 3 We will end up with a 20-50% positivity rate.
- 4 February will be clean up mode, March will begin to return to "normal"
- 5 Omicron lives in your nose and upper respiratory area which is what makes it so contagious. It isn't able to bond with your lungs like the other variants.
- 6 The increased hospitalizations should be taken with a grain of salt as most of them are secondary admissions (i.e. people coming in for surgery, broken bones, etc. who are tested for COVID)
- 7 We won't need a booster for omicron because they wouldn't be able to develop one before it's completely gone and we're all going to get it which will give us the immunity we need to get through it.
- 8 COVID will join the 4 other coronaviruses we deal with that cause the common cold, upper respiratory infections, RSV, etc. It will become a pediatric disease mainly affecting young children with no immunity.
- 9 40% of those infected will be asymptomatic
- 10 Rapid tests are 50-80% sensitive to those with symptoms, only 30-60% sensitive to those without symptoms
- 11 Contact tracing is worthless because we're all going to get it and there's no way we could keep up with it.
- 12 We are fighting the last war with COVID and should be pivoting back to normal life, but society isn't quite ready for it yet.
- 13 There is no need to stay home from work or to be a hermit unless you're immunocompromised or 85 or older, but he does recommend staying away from large gatherings for the next six weeks.
- 14 Spring/Summer will be really nice!

Paige Lethbridge  
208-720-4990  
Sent from my 



## Lisa Enourato

---

**From:** Neil Bradshaw  
**Sent:** Monday, January 10, 2022 10:44 PM  
**To:** Ryan Moran  
**Cc:** Participate  
**Subject:** Re: New "Rules"

Thanks Ryan  
Your comments will be put in the public record for council deliberation.  
Thanks for participating this process.  
Cheers  
Neil

### NEIL BRADSHAW | CITY OF KETCHUM

#### Mayor

P.O. Box 2315 | [191 5th Street, W. | Ketchum, ID 83340](#)  
o: 208.727.5087 | m: [208.721.2162](#)  
[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

On Jan 10, 2022, at 10:33 PM, Ryan Moran <[rymopoke@gmail.com](mailto:rymopoke@gmail.com)> wrote:

So you like diverse housing options?  
But you and your county suggest service workers and others live in tents in a city park?

You like mountaineering?  
But subtly force others into camping/ living in RVs in those regions?

FUCK YOU

## Lisa Enourato

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**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Monday, January 10, 2022 8:28 PM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Monday, January 10, 2022 - 8:28pm

Submitted by anonymous user: 64.93.122.226

Submitted values are:

First Name Timothy

Last Name Fleenor

Email timothy.fleenor@yahoo.com

Question/Comment

“There's a bathroom in the park, after all, Ketchum Mayor Neil Bradshaw noted. They could walk over to the YMCA to take a shower before work.”

what in the actual fuck are you people thinking?! Are you fucking stoned up there? Why would you try to subject your teachers to such shit conditions. Y'all need to find the money or fucking resign! What an embarrassment for officials!!!

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10305>

## Lisa Enourato

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**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Monday, January 10, 2022 3:50 PM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Monday, January 10, 2022 - 3:49pm

Submitted by anonymous user: 98.171.187.118

Submitted values are:

First Name MICHAEL

Last Name REID

Email mikegwreid@gmail.com

Question/Comment

If it is true what your local media is reporting about your "Mayor" suggesting a tent city and park bathrooms for teachers and healthcare workers, he should be resigning in disgrace. That is absolutely absurd to be suggesting for two of the most necessary positions in our society.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10299>

## Lisa Enourato

---

**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Monday, January 10, 2022 6:11 PM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Monday, January 10, 2022 - 6:10pm

Submitted by anonymous user: 172.78.26.128

Submitted values are:

First Name Tristan

Last Name Smith

Email tristan.smith@gmail.com

Question/Comment

Why is your mayor advocating for a tent city rather than increasing taxes to pay for housing?

Is it pure greed? A hatred for poor people? What is it? There has to be a reason to advocate people suffering rather than not.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10303>

## Lisa Enourato

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**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Monday, January 10, 2022 8:21 PM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Monday, January 10, 2022 - 8:21pm

Submitted by anonymous user: 68.12.60.230

Submitted values are:

First Name You

Last Name Suck

Email whatiswrongwithyou@wow.com

Question/Comment

Wow, I am appalled at learning that you find it acceptable to house teachers and nurses in TENTS ever, let alone in cold temps. "At least we have a bathroom and a YMCA to shower" came from the mayor? Then, you live there you tone deaf jerk. Teachers and healthcare workers are the backbone of our society and already grossly undervalued. This is a whole new low. Shame on you and everyone involved in this. Shame. On. You. Pay your people! Unbelievable.

Regards,

One angry American

Also, where did you learn about the flag? Was it a teacher? Think of your favorite teacher you ever had. Imagine if they lived in a tent. Just sick.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10304>

**Lisa Enourato**

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**From:** Cameron White <cameronwhite04@gmail.com>  
**Sent:** Monday, January 10, 2022 9:19 PM  
**To:** Participate  
**Subject:** Allowing Tents

One of the wealthiest cities in Idaho, and your solution to housing disparities is to allow teachers, nurses, and other essential workers to live in tents? You are sick! I hope your city collapses in on itself as there's no working class left to serve all you rich pieces of shit. You should be ashamed.

## Lisa Enourato

---

**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Monday, January 10, 2022 9:22 PM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Monday, January 10, 2022 - 9:21pm

Submitted by anonymous user: 98.183.59.223

Submitted values are:

First Name Camron

Last Name Jones

Email cameronzalt@gmail.com

Question/Comment

Hi, I currently live in a home with a roof over my head, but I recently heard that you'll be allowing camping in your beautiful parks! I'd love to move to your fabulous town right away to start this new life! My question is: will you put a clothes washer and dryer in the park for my scrubs?

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10306>

## Lisa Enourato

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**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Monday, January 10, 2022 9:31 PM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Monday, January 10, 2022 - 9:30pm

Submitted by anonymous user: 107.11.39.37

Submitted values are:

First Name Alison

Last Name Geiger

Email ageig73389@gmail.com

Question/Comment

How sick do you have to be to think having a tent city for teachers and nurses and communal showers is appropriate?  
You're monsters and Jesus would be ashamed.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10307>



## Lisa Enourato

---

**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Tuesday, January 11, 2022 7:56 PM  
**To:** Participate  
**Cc:** Greg Foley; Mark Dee  
**Subject:** For Public Comment: P&Z Commission Meeting 1/11/21 460 Main Development (please include in the minutes)

A couple of things to think about.

### **Parking**

As the commission considers developments in the retail core of Ketchum, you might ask the staff to provide you with data on parking and traffic in the retail core whenever they give you a memo on a development in the retail core.

While density in the core has been going up, parking spaces have been coming down and traffic has been going up. This seems like something the P&Z should be monitoring and be concerned about. It goes to your implied mandate to consider how Commission decisions impact the quality of life to Ketchum residents.

While 460 Main is in compliance with zoning code, it will add significant and prominent retail space, which, as any architect or city planner knows, *increases demand for retail parking*. In most communities, new retail development is required to provide a certain ratio of parking spots to share feet. That does not seem to be the case for 460 Main.

At the same time, *the development reduces available parking* in the retail core by between 5 and 10 spaces. There are four residential units with no parking. As the City has experience with Ketch, each residential unit averages about 1.3 cars per unit. Neither the City nor BCHA can prevent a community housing tenant from having a vehicle. There is also a reduction of at least one parking spot on Main St.

There will be a further reduction in parking in the core when the Washington parking lot is developed, and when Bluebird is constructed.

At one point does the retail core hit a tipping point? This is a modelable thing that the Commission should ask for from the staff.

### **Trees**

Likewise, the Commission might ask the staff to provide you with ongoing information about trees in the retail core.

*The trend is for specimens trees to be replaced with dwarf trees*, such that the tree cover and shade and character of the retail core is changing. With Bluebird scheduled to remove the last specimen trees in that portion of the retail core, losing that last specimen tree at Formula spots is going to be a big loss. While 460 Main is cutting down 5 trees and planting 7 trees, those *dwarf replacement trees are not a real equivalency*.

Thank you for your service to the community.

Perry Boyle  
Ketchum

## Lisa Enourato

---

**From:** HP Boyle <boylehp@yahoo.com>  
**Sent:** Tuesday, January 11, 2022 8:00 PM  
**To:** Participate  
**Cc:** Greg Foley; Mark Dee; Carissa Connelly  
**Subject:** Public Comment P&Z Meeting 1/11/21 Item 5 (please include in minutes)

As the City moves to address its housing crises, we should make sure that the tail doesn't wag the dog. In particular, each City agency should be asking: "what specific problem(s) are we trying to solve?" As part of that, who is community housing for? Retirees? Working people? People below a certain income level? If you are not clear on this, the process could go very poorly.

I urge the City not to make the mistakes of Aspen, which has by far the largest community housing program (over 3000 units). Despite this huge taxpayer subsidization of housing, there hasn't been a dent made in Aspen's workforce shortage. Indeed, recent editions of the Aspen Times have highlighted how Aspen Ski Co is building its own workforce housing units in a variety of types. Things are so bad in Aspen that they have put an emergency moratorium on development.

A big part of their problem is that the average age in community housing is over 50, and one people move in they never move out. Community housing in Aspen doesn't just provide a way into the housing market—it has become permanent housing. Thus it is not workforce housing, Even if it starts that way it becomes retiree housing, as workers "retire in place." That creates an insatiable need for ever more putatively workforce housing—a need that cannot be met with what Aspen is doing..

What have they done wrong? One aspect is over reliance on tax credit housing which doesn't require work and which is ideal for retiree housing, Ketchum has experienced this with Northwood Place. Also, tax credit housing has artificial income caps that do not reflect the economic reality of working in this type of a community.

I suggest we look more to Vail, where there is a work requirement and more variety of housing options to reflect the needs of their economy.

Thank you for your service to the community.

Perry Boyle  
Ketchum



**CITY OF KETCHUM**  
**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**  
Monday, January 3, 2022

---

**CALL TO ORDER:** *(00:24:28 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 4:10 p.m.

**Roll Call:**

Mayor, Neil Bradshaw  
Courtney Hamilton (Absent)  
Amanda Breen  
Jim Slanetz  
Michael David (Via Zoom)

**Also Present:**

Jade Riley - City Administrator  
Tara Fenwick - City Clerk & Administrative Business Manager  
Suzanne Frick - Director, Planning and Building  
Morgan Landers - Senior Planner  
Seth Martin - Assistant Fire Chief  
Matt Johnson - Legal Counsel  
Jennifer Gardner - Logan-Simpson  
Melissa Ruth - Logan-Simpson

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

Councilor, Amanda Breen made comments on the rapidly accelerating Covid-19 virus and encouraged the public to adhere to the mask mandates and vaccination opportunities.

Mayor, Neil Bradshaw; 1) expressed appreciation for the Housing Survey participation, 2) invited the public to sign up for text alerts on City snow plowing operations, 3) welcomed Mountain Express new Ketchum beat reporter, and wished Greg Foley well in his new editorial position, 4) shared an invitation with the public to participate in upcoming Open House sessions which will outline Sun Valley Road improvements, and 5) expressed gratitude to the Community for their financial support to establish Warm Springs Reserve as a public park.

Public Comment: as posted in the meeting packet.

Communication from City Administrator: none.

**CONSENT AGENDA:** *(00:29:50 in video)*

Councilor's pulled items 7, 8 and 11 for comment.

**Motion to approve consent agenda items 1-10. Motion made by Councilor, Jim Slanetz, seconded by Councilor, Amanda Breen. All in Favor.**

Councilor's Amanda Breen and Michael David recommended the URA appointment be selected from the Ketchum Community.

**Motion to approve consent agenda item 11. Motion made by Councilor, Jim Slanetz, seconded by Councilor, Michael David. 2 in favor, 1 opposed.**

**PUBLIC HEARING:** *(00:38:20 in video)*

Councilor, Jim Slanetz abstained.

**ACTION ITEM: Recommendation to conduct a public hearing and conduct second reading of short-term rental Ordinance #1230.**

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

None.

Mayor, Neil Bradshaw, closed public comment.

**Motion to conduct the second reading of Ordinance #1230. Motion made by Councilor, Amanda Breen, seconded by Councilor, Michael David. 2 in Favor. 1 Abstained.**

City Clerk, Tara Fenwick, read the title of Ordinance #1230.

**ACTION ITEM: Recommendation to conduct a public hearing and conduct third reading of Historic Preservation Commission Ordinance #1231.**

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

None.

Mayor, Neil Bradshaw, closed public comment.

**Motion to conduct the third reading of Ordinance #1231, with the revision of option B. Motion made by Councilor, Jim Slanetz, seconded by Councilor, Amanda Breen. All in favor.**

City Clerk, Tara Fenwick, read the title of Ordinance #1231.

**NEW BUSINESS:** *(00:45:50 in video)*

**Installation of newly elected officials.**

City Clerk, Tara Fenwick installed Mayor, Neil Bradshaw.  
Mayor, Neil Bradshaw installed Council Member, Amanda Breen.

Spencer Cordovano, Council Member Planning and Zoning Commission, expressed congratulations for Neil Bradshaw and Amanda Breen.

**EXECUTIVE SESSION:**

Enter Executive Session to consider an item under 74-206(1)(b).

None.

**ADJOURNMENT:**

**Motion to adjourn at 6:15 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. All in Favor.**

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Mayor, Neil Bradshaw

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City Clerk, Tara Fenwick



## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly and Quarterly Financial Reports**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly and quarterly reports in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial reports."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly and quarterly financial reports from the City Treasurer.

#### Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50-708 creates the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer's report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city."

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review are the monthly and quarterly financial reports showing the financial condition of the City as of December 31, 2021. These reports, along with complete financial statements, are available on the City's website.

#### Sustainability

There is to sustainability impact to this reporting.

#### Financial Impact

There is no financial impact to this reporting.

#### Attachments

- Attachment A: Quarterly Financial Report
- Attachment B: Monthly Financial Report Charts



**CITY OF KETCHUM  
TREASURER'S QUARTERLY FINANCIAL REPORT  
1st QUARTER - DECEMBER 31, 2021**

FUND	ADOPTED BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	12,840,516	1,631,694	885,706	743	361,563	22.4%	2,132,251
WAGON DAYS	122,500	0	11,523	0	0	9.4%	29,301
GENERAL CIP	2,917,366	0	0	92,308	0	3.2%	210,216
CITY SALES TAX	2,400,000	0	352,059	0	356,111	29.5%	741,412
LOT-ADDITIONAL 1%	1,900,000	0	190,418	0	16,562	10.9%	633,896
GO BOND STREET	3,212	0	0	0	0	0.0%	0
FIRE GO BOND	636,050	0	0	0	0	0.0%	65,088
FIRE CONSTRUCTION	0	300	125,283	0	0	0.0%	328
IN-LIEU HOUSING	2,822,050	0	18,750	0	0	0.7%	348,677
STRATEGIC INITIATIVE	864,099	0	16,349	0	0	1.9%	307,050
WATER	2,469,632	121,336	73,369	0	188,734	15.5%	542,665
WATER CIP	487,000	0	0	195,598	0	40.2%	212,868
WASTEWATER	3,259,625	201,194	117,376	0	364,794	21.0%	747,639
WASTEWATER CIP	1,206,000	0	0	5,183	0	0.4%	353,207
POLICE TRUST	95,000	0	0	0	0	0.0%	29
PARKS/REC DEV TRUST	124,050	0	947	10,000	0	8.8%	3,036
DEVELOPMENT TRUST	150,000	0	0	0	1,593	1.1%	42,301
ESF TRUST	0	0	25,274	236,726	0	0.0%	0

CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE FINANCIAL STATEMENTS AT: <https://ketchumidaho.org/administration/page/city-ketchum-financial-reports>.

SHELLIE GALLAGHER RUBEL  
CITY TREASURER

FY 2022

## Monthly Financial Reports

As of December 31, 2021



This packet is divided into three sections: (1) General Fund charts (pages 3-7); (2) Original LOT charts (pages 8-13); (3) Enterprise Fund charts (pages 14-16); and Off-Street Parking Lot charts (pages 17-19).

Each chart includes information on current progress relative to the prior year and the current budget.



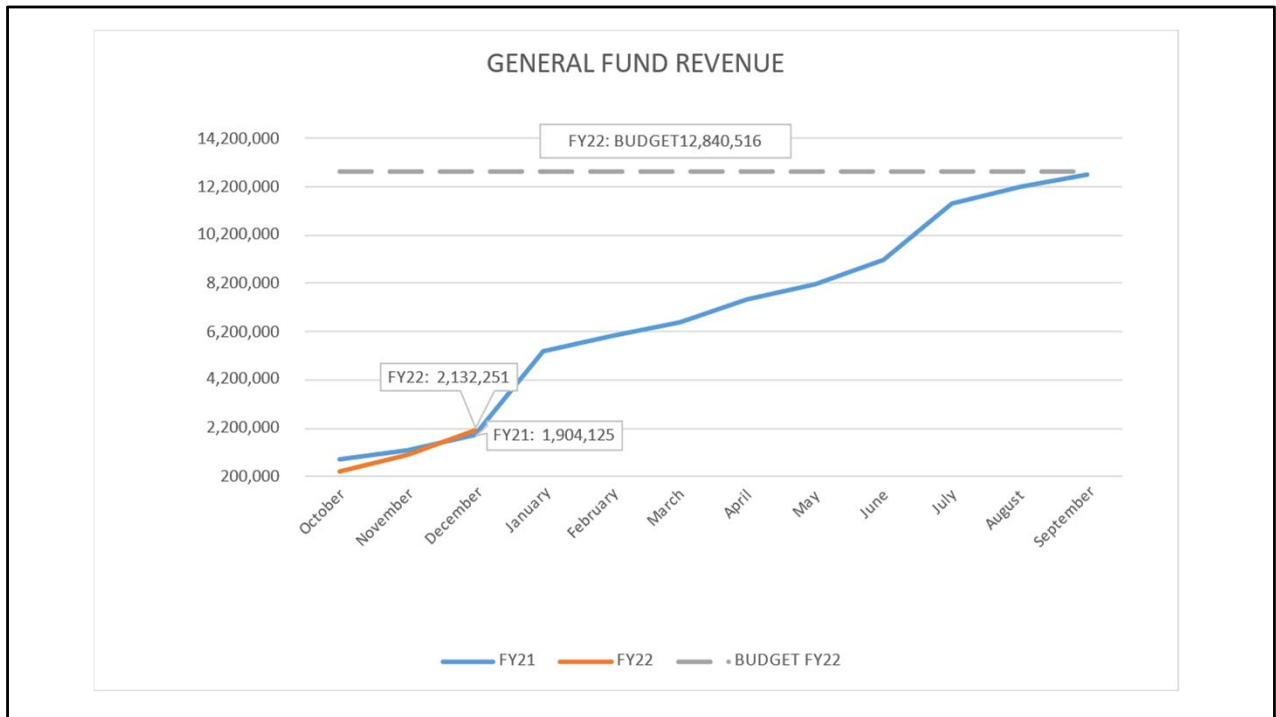
## Summary for December 31, 2021

<b>GENERAL FUND</b>			
<b>1. REVENUES</b>			
Approved Budget	12,840,516		
Year to Date (YTD)	2,132,251	16.6%	
<b>2. EXPENDITURES</b>			
Approved Budget	12,840,516		
Year to Date (YTD)	2,879,706	22.4%	
<b>3. Net Position</b>	(747,456)		

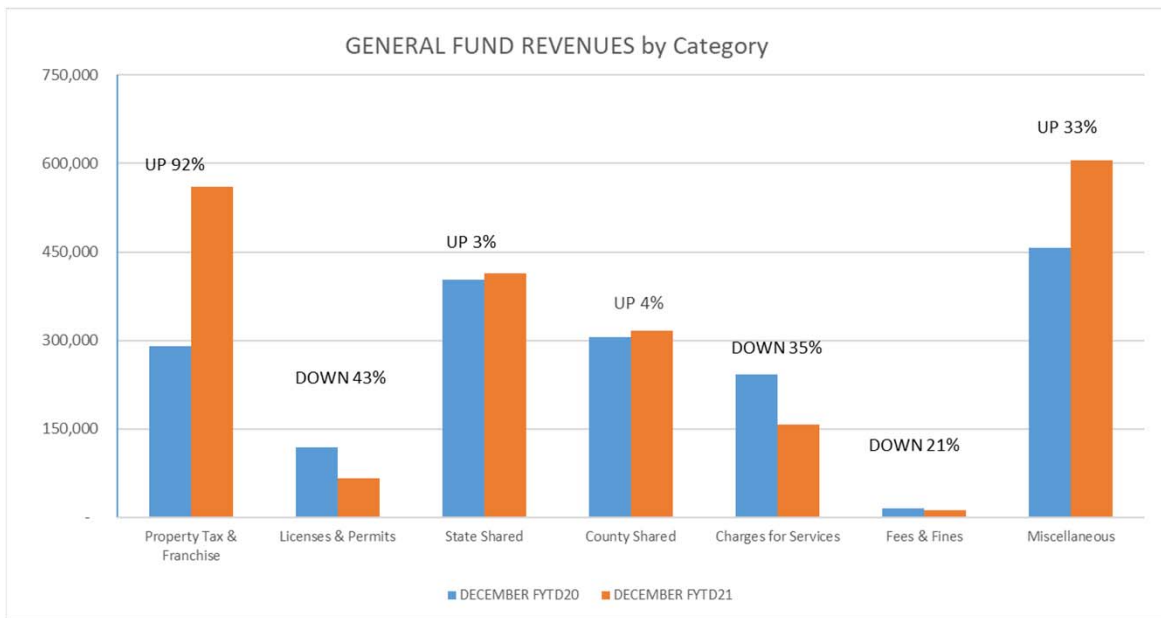
<b>LOCAL OPTION TAX</b>			
<b>1. REVENUES</b>			
Approved Budget	2,400,000		
Year to Date (YTD)	741,412	31%	
<b>2. EXPENDITURES</b>			
Approved Budget	2,400,000		
Year to Date (YTD)	708,170	30%	
<b>3. Net Position</b>	33,242		

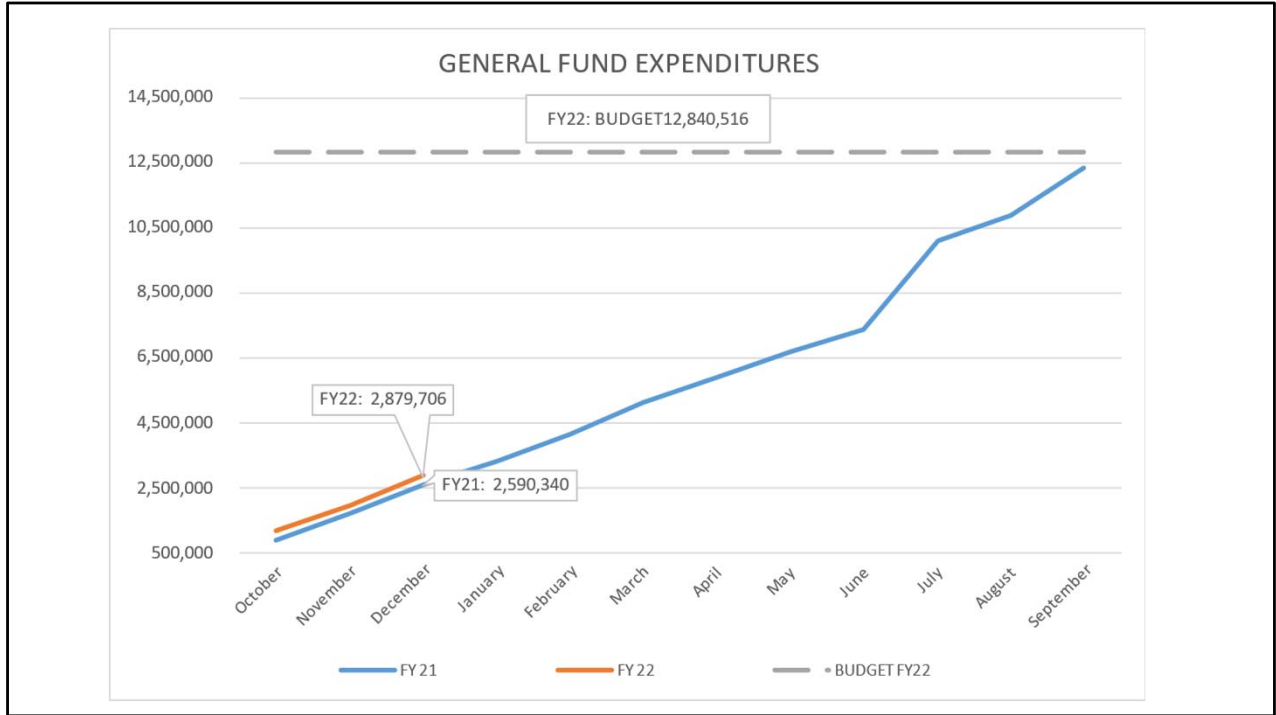
# General Fund

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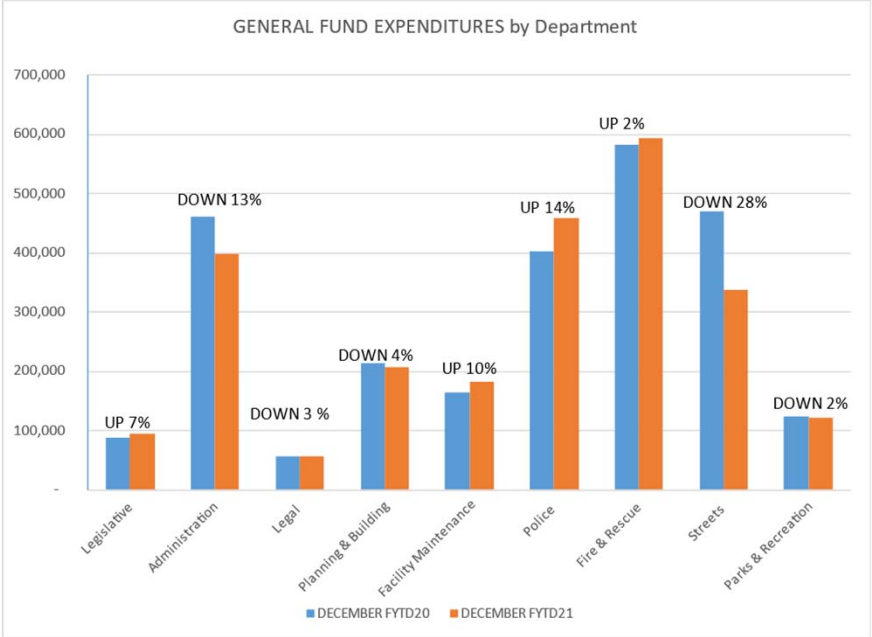


The General Fund revenues are up approximately \$228,126 (12%) in FYTD compared to FY2021. This increase is largely due property tax revenue.



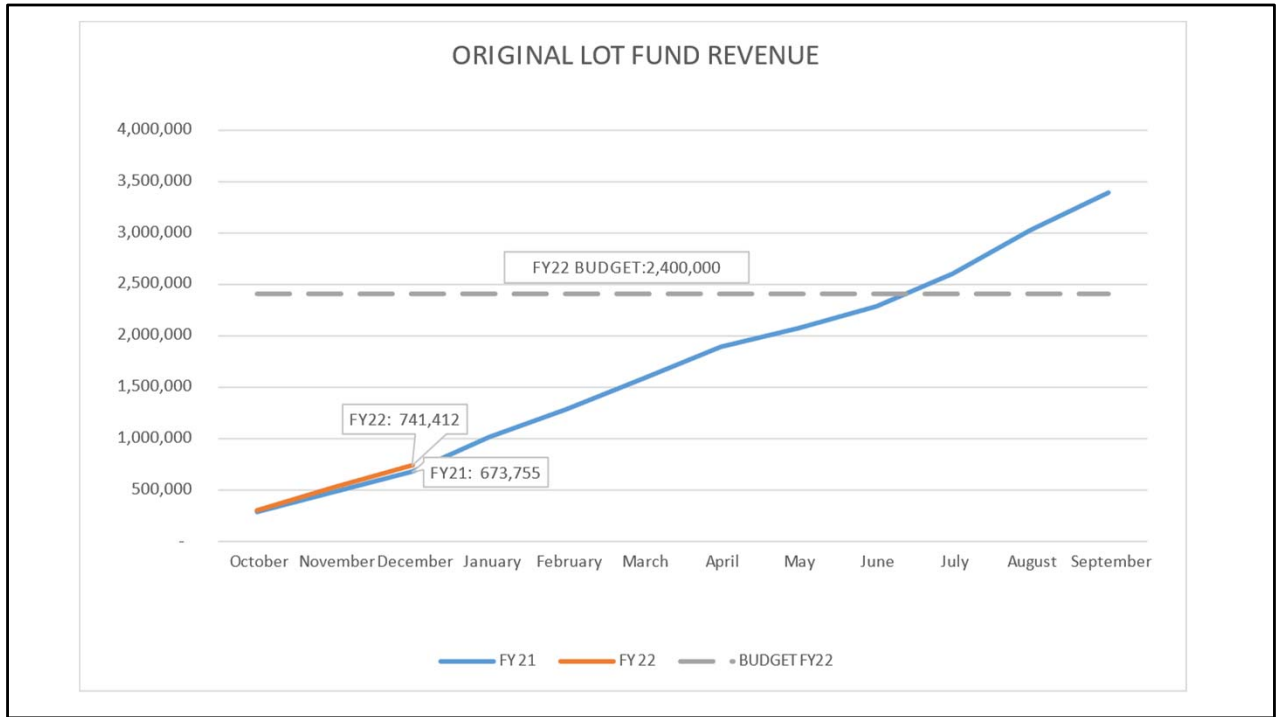


The General Fund expenditures are up \$289,366 (11%) FYTD. This increase is largely due to transfer of the ARPA funds to the Strategic Initiative Fund 54.



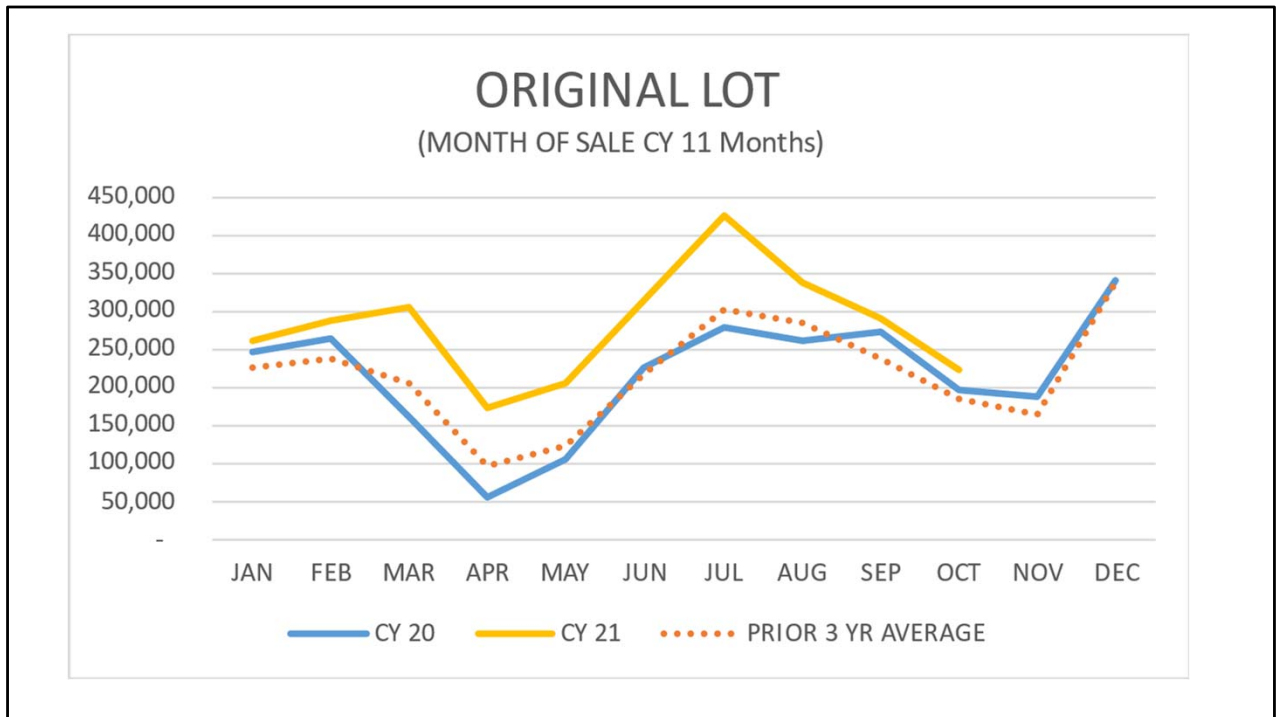
# LOT Analysis

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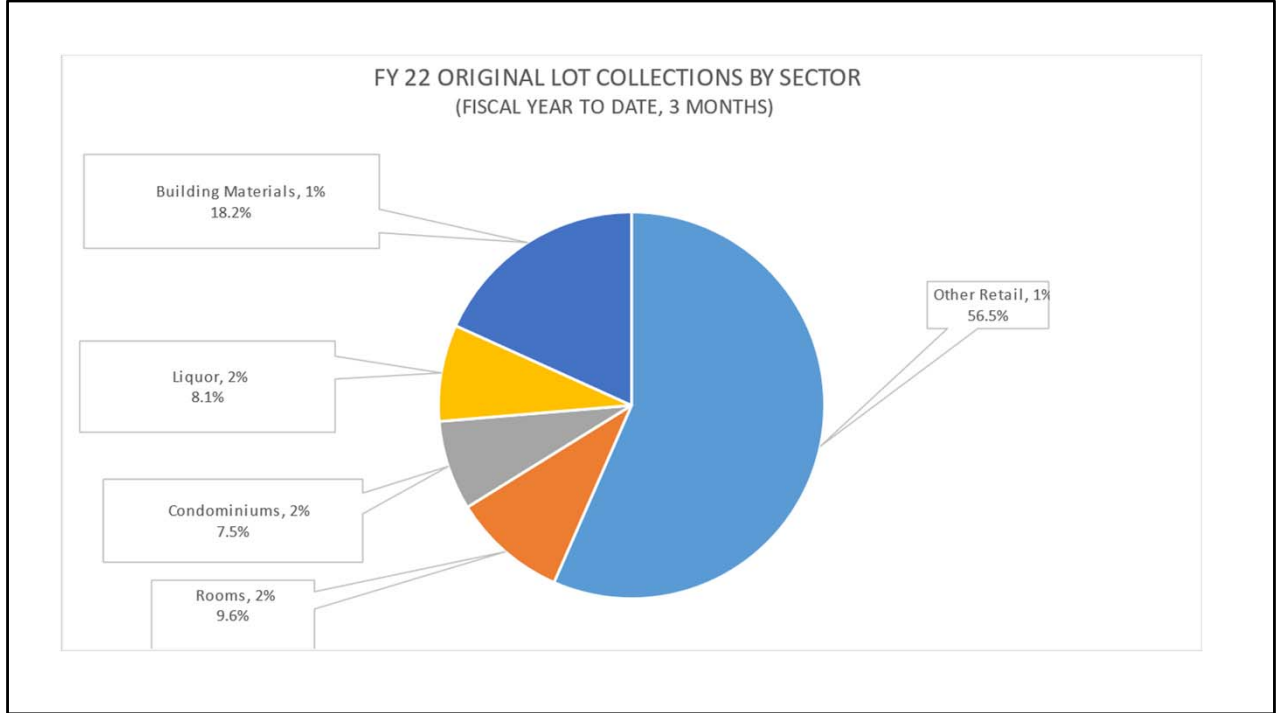
Revenue to the Original LOT Fund is up approximately \$67,657 (10%) FYTD. This increase is largely due to retail, condo and building material receipts.





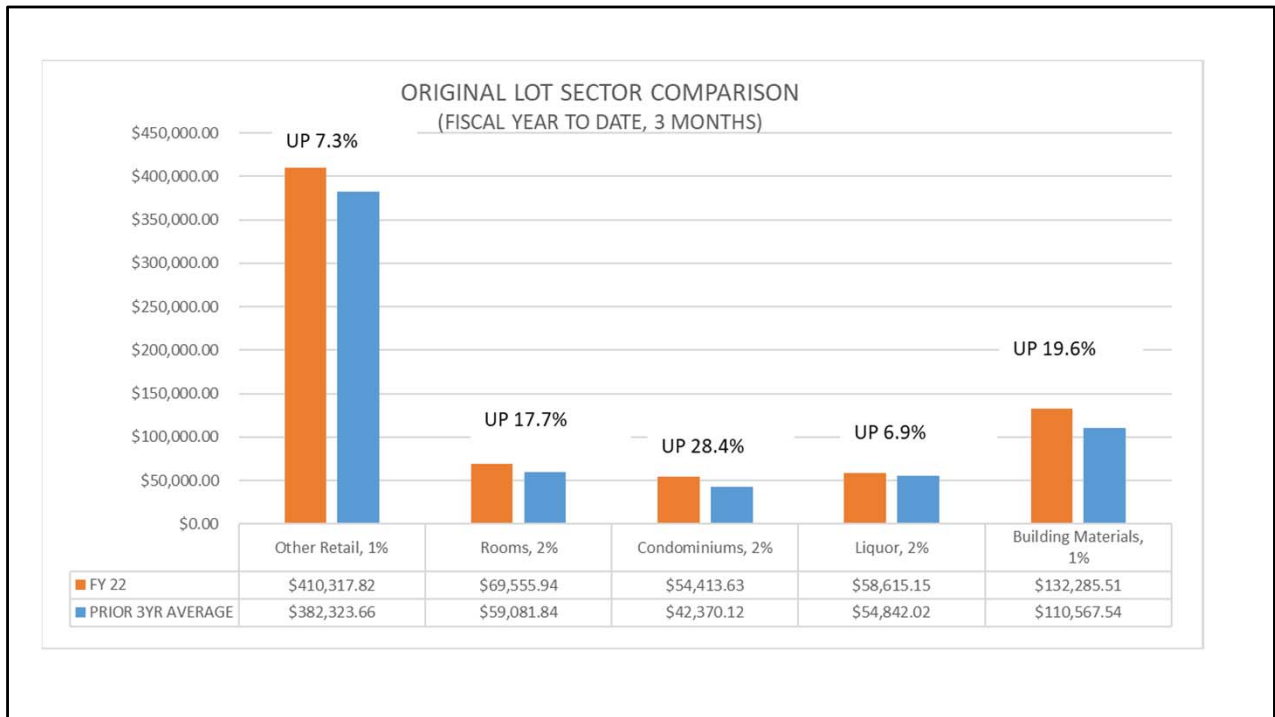
Original LOT for November month of sale are up approximately 11.8% compared to last year and up approximately 29% compared to the prior three-year average.

*\*note: formula error was discovered for MOS September and October and has been corrected.*



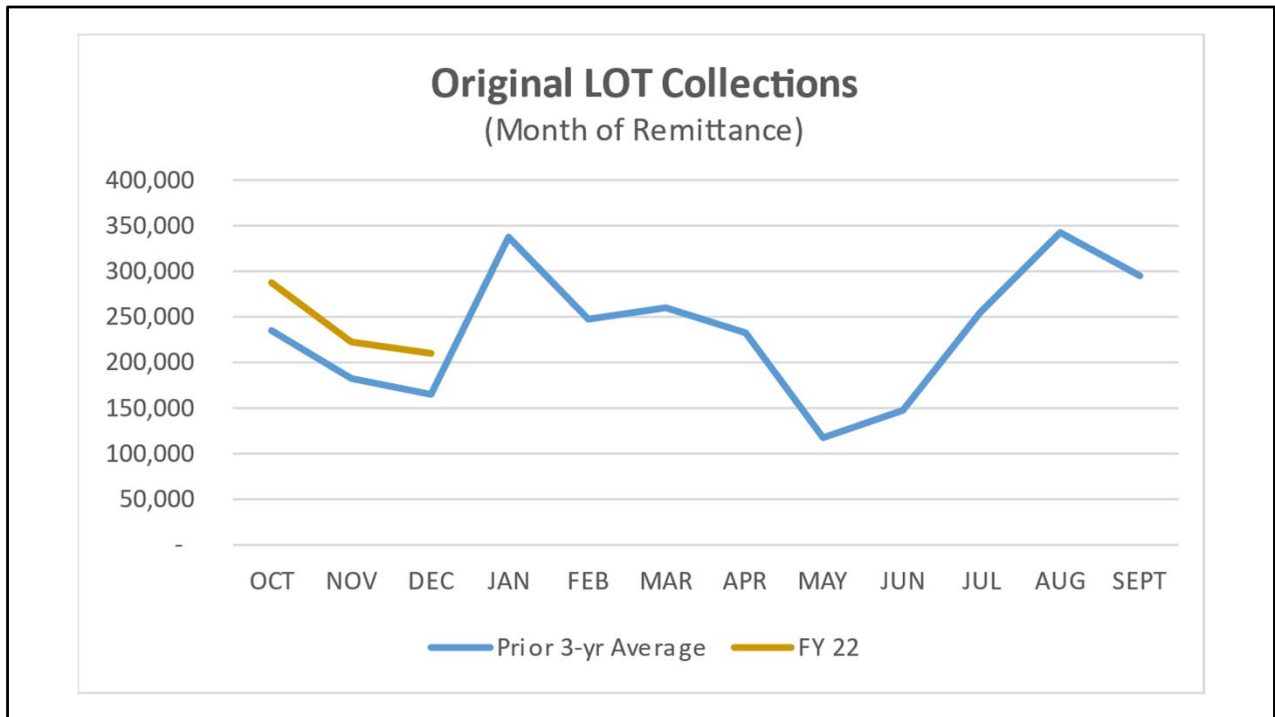
To date in FY 22 (3 months), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 56.5% of the total.
2. Building Materials have generated 18.2%.
3. Liquor has generated 8.1%
4. Rooms have generated 9.6%.
5. Condominiums have generated 7.5%.



Through the first 3 months of FY 22, collections compared to the prior three-year average are as follows:

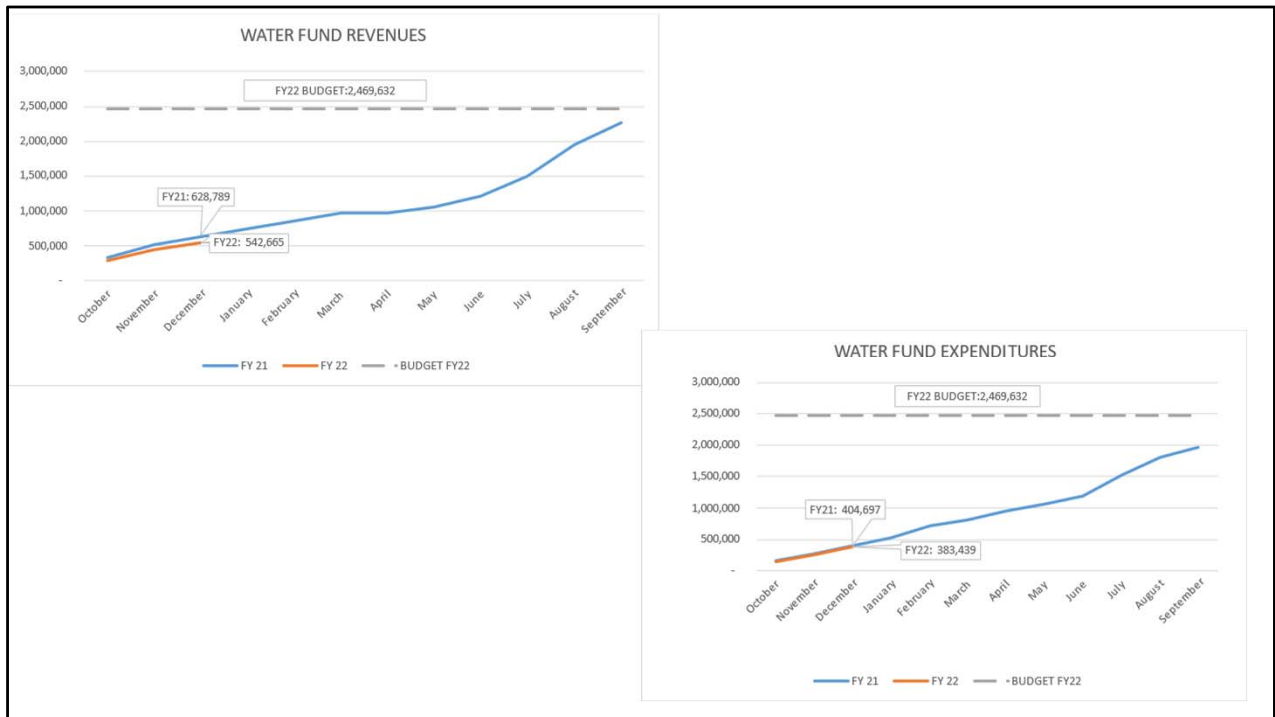
1. Retail is up 7.3%.
2. Rooms are up 17.7%.
3. Condominiums are up 28.4%
4. Liquor is up 6.9%.
5. Building Materials are up 19.6%.



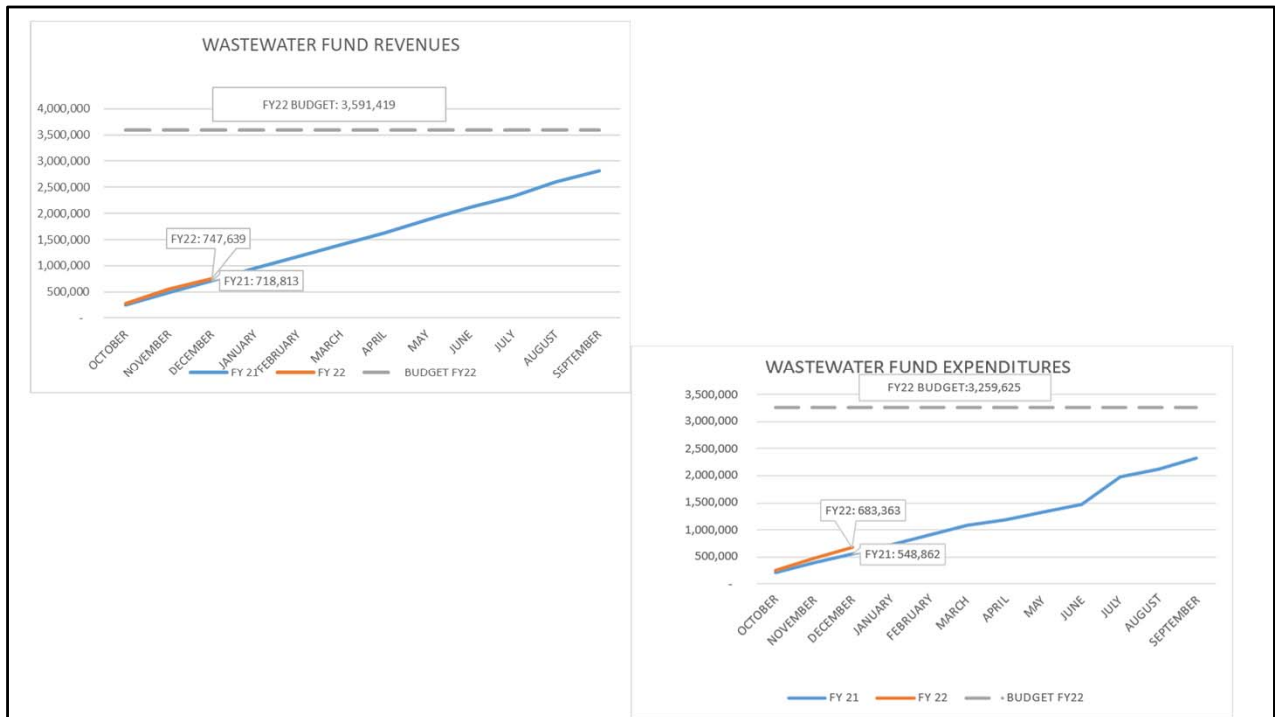
Revenues from Original LOT covered sales are up approximately 43.7% compared to the average of the prior three years.

# Enterprise Funds

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The Water Fund revenues are down \$86,124 (13%) FYTD. The decrease in revenue is largely due to water conservation.  
 The Water Fund expenditures are down \$21,258 (5%) FYTD.



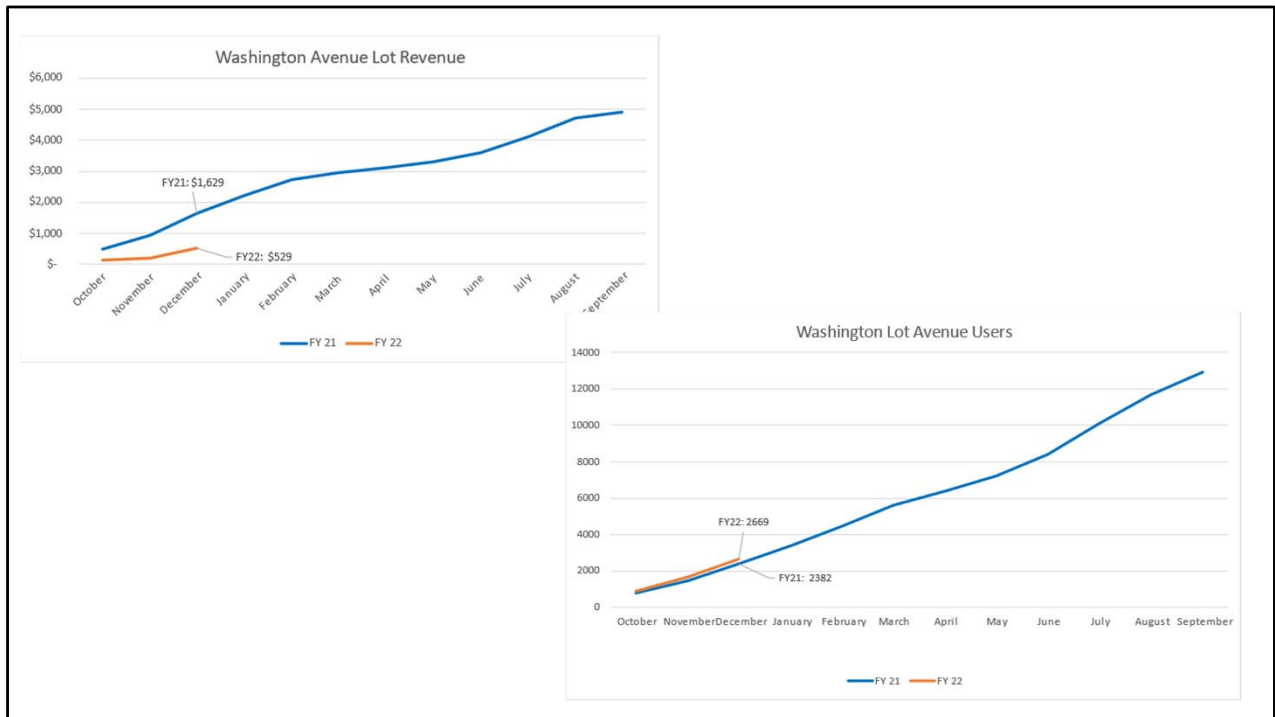
The Wastewater Fund revenues are up \$28,826 (4%) FYTD.

The Wastewater Fund expenditures are up \$134,501 (21%) FYTD. The increase is due to capital improvement transfers.

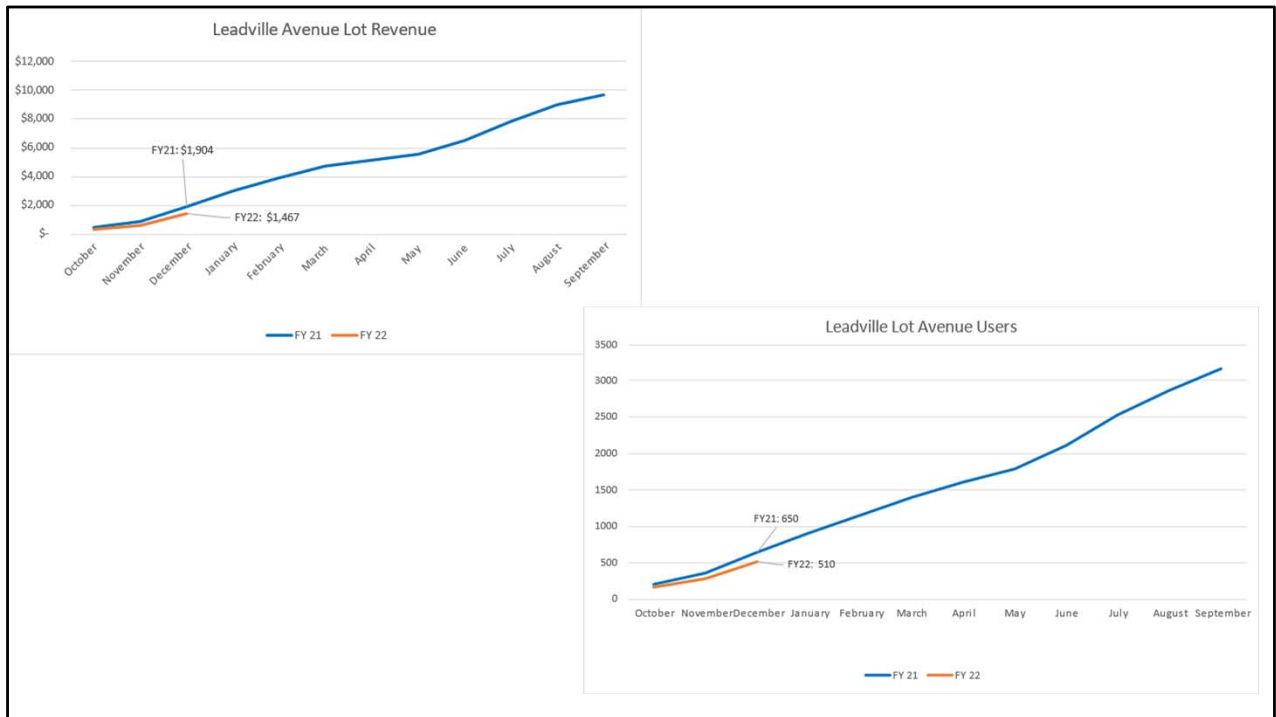
# Off-Street Parking Lots

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In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$1,099 (67%) and users are up 287 (12%) relative to the prior year. *\*note: one of the Kiosk was down this data doesn't appear to be correct.*



In the fiscal year to date, revenues at the Leadville Avenue parking lot are down \$437 (23%) and users are down 140 (22%) relative to the prior year.

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
<b>GENERAL FUND</b>			
<b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: FSA	3,380.25
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: DCAP	461.52
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
US BANK	4977 122721	Purchase amde by Terri and mistakenly got put on comapny card	84.70
SWANSON, JEFF	121021	REFUND Off-site Vendor Fee Withdrawn	500.00
Total :			4,426.47
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	1,032.09
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	19.85
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRAVIS	8.40
<b>01-4110-3200 OPERATING SUPPLIES</b>			
US BANK	6235 122721	Zoom	79.00
Total LEGISLATIVE & EXECUTIVE:			1,139.34
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	45.40
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRAVIS	783.53
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CASH	010622 ALBER	Coffee Pods	91.12
GEM STATE PAPER & SUPPLY	1061748S	Paper Supplies	16.50
TREASURE VALLEY COFFEE INC	2160 07916749	Water	15.90
US BANK	9642 122721	Amazon: Signage	11.99
US BANK	9642 122721	Amazon: Stand-Off Screws	62.45
US BANK	9642 122721	Amazon: Msft 10 Pro 64 Bit System	146.60
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
COPY & PRINT, L.L.C.	111155	Coroplast w/ Stakes	43.98
COPY CENTER LLC	2009	Thank You Cards	81.50
COPY CENTER LLC	2023	WSP Material	3,239.52
COPY CENTER LLC	2038	Thank You Cards, Posters	163.00
COPY CENTER LLC	2047	Thank You Cards	210.00
SENTINEL FIRE & SECURITY, IN	71979	1494 - 500 E Ave N	87.00
SENTINEL FIRE & SECURITY, IN	72060	2296 - 191 Fifth Street West	164.70
US BANK	6235 122721	Facebook	950.00
SNEE, MOLLY	123121	Warm Springs Preserve	1,300.00
BLUE PINE CREATIVE	52	Website Design	255.00
BLUE PINE CREATIVE	54	Website Design	4,200.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
WESTERN RECORDS DESTRUCT	0571696	December Records Destruction	130.00
AMERICAN UNITED LIFE INSUR	122721	Riley Life Insurance Per Contact (Annual Premium)	362.50
VALLEY TEMP SERVICES INC	6943	ELIZABETH INSINGER	195.00
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
US BANK	2745 122712	Vimeo	900.00
US BANK	2745 122712	Trello	25.00
US BANK	5030 122721	Adobe	598.00
US BANK	6235 122721	YouTube	11.99
US BANK	6235 122721	Wix	30.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CDW GOVERNMENT, INC.	Q072467	Laptop: Carissa (Housing)	901.13
CENTURY LINK	2087264135 12	2087264135 121321	560.05
CENTURY LINK	2087265574 12	2087265574 121321	57.47
<b>01-4150-5110 COMPUTER NETWORK</b>			
CDW GOVERNMENT, INC.	Q136715	Laptop Plan: Carissa (Housing)	201.24
INTEGRATED TECHNOLOGIES	181593	Printer Return	1,433.00
KETCHUM COMPUTERS, INC.	18554	DEC 21 Admin	7,666.15
DELL FINANCIAL SERVICES	81145119	001-8998447-006	11.30
<b>01-4150-5150 COMMUNICATIONS</b>			
COPY CENTER LLC	2009	Winter Parking Cards	425.00
COPY CENTER LLC	2023	Winter Parking Cards	425.00
US BANK	6235 122721	Shuttershock	30.74
US BANK	6235 122721	Mailchimp	87.99
US BANK	6235 122721	Facebook	235.48
US BANK	6235 122721	Constant Contact	9.50
US BANK	6235 122721	Shuttershock	30.74
SNEE, MOLLY	2201	December Retainer Fee	4,150.00
<b>01-4150-5200 UTILITIES</b>			
CITY OF KETCHUM	DECEMBER 2	360	53.66
CITY OF KETCHUM	DECEMBER 2	772	64.15
CITY OF KETCHUM	DECEMBER 2	9994	267.93
CLEAR CREEK DISPOSAL	0001495569	171 River St - Quarterly	86.19
CLEAR CREEK DISPOSAL	0001495711	131 River St- Quarterly	86.19
IDAHO POWER	2200749261 12	2200749261 122321	1,055.52
IDAHO POWER	2224128120 12	2224128120 122121	746.68
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	491.12
INTERMOUNTAIN GAS	44919030005 0	44919030005 122221	38.23
INTERMOUNTAIN GAS	76053745030 1	76053745030 122221	569.45
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
US BANK	1556 122721	Adobe	29.98
S & C ASSOCIATES LLC	2260-2280 (NO	2265	95.00
S & C ASSOCIATES LLC	2260-2280 (NO	2267	1,981.75
S & C ASSOCIATES LLC	2260-2280 (NO	2268	901.00
LEAF	12754956	100-6877711-001 January 22	999.23
<b>01-4150-6510 COMPUTER SERVICES</b>			
CASELLE, INC.	114351	Caselle Support & Maintenance 2/22	2,410.00
Total ADMINISTRATIVE SERVICES:			40,221.55

**PLANNING & BUILDING**

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	181.98
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	29.40
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	110517	Poster Boards	68.49
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	010122	8060.01 Bluebird Lot Line Shift & Alley Vacation	565.00
KETCHUM COMPUTERS, INC.	18554	DEC 21 P&B	514.75
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>			
S & C ASSOCIATES LLC	2260-2280 (NO	2273	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2279	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2276	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2271	236.00
S & C ASSOCIATES LLC	2260-2280 (NO	2277	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2269	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2275	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2272	236.00
S & C ASSOCIATES LLC	2260-2280 (NO	2278	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2261	295.00
S & C ASSOCIATES LLC	2260-2280 (NO	2263	295.00
S & C ASSOCIATES LLC	2260-2280 (NO	2274	95.00
S & C ASSOCIATES LLC	2260-2280 (NO	2280	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2264	118.00
<b>01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM</b>			
HARMONY DESIGN & ENGINEE	21224	Engineering: Memo for Marsupial Properties, SV Family LOMR communication	262.50
HARMONY DESIGN & ENGINEE	21280	Engineering- NNA Concept design review	150.00
<b>01-4170-4970 TRAINING/TRAVEL/MTG-P&amp;Z COMM</b>			
US BANK	0568 122721	Urban Land Institute	240.00
US BANK	0568 122721	American Planning Association	279.00
Total PLANNING & BUILDING:			4,510.12
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-4200 PROFESSIONAL SERVICE</b>			
PERRY'S	C64.1	Dixon Resources Parking Meeting- Lunch (Remainder of the bill)	51.30
NESTED STRATEGIES	1047	CAPITAL CAMPAIGN CONSULTANT TO ACQUIRE WARM SPRINGS	6,250.00
<b>01-4193-4500 1ST/WASHINGTON RENT</b>			
URBAN RENEWAL AGENCY	5387	Parking Lot Rent- January 2022	3,000.00
<b>01-4193-9910 MERIT INCREASES</b>			
RASBERRY'S INC.	010322	Food for City	3,500.00
Total NON-DEPARTMENTAL:			12,801.30
<b>FACILITY MAINTENANCE</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	1,971.46
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	33.93
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRAVIS	526.40
<b>01-4194-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2488941	Gloves	9.49
US BANK	9988 122721	Amazon: Wall Calendar, Coffee, Toe Warmers, Emergen-C	179.97
RIGHT BRAIN UNLIMITED LLC	27974	Doggie Bags	2,664.19
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	981122	38950 113021	236.56
UNITED OIL	983356	38950 123121	830.86
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	18554	DEC 21 Facility Maintence	130.50
THORNTON HEATING	50912	Labor- Recover Mini Split	165.00
BASELINE INC	12314-2022	1 YEAR SUBSCRIPTION	398.00
<b>01-4194-4220 PROF SERV-CITY BEAUTIFICATION</b>			
BIG WOOD LANDSCAPE, INC.	25741	Holiday Lighting: City Hall Spruce	2,800.00
<b>01-4194-5200 UTILITIES</b>			
CITY OF KETCHUM	DECEMBER 2	1127	14.55
CITY OF KETCHUM	DECEMBER 2	9995	43.65
CITY OF KETCHUM	DECEMBER 2	9996	53.67
CITY OF KETCHUM	DECEMBER 2	536	130.95
CITY OF KETCHUM	DECEMBER 2	9991	54.82
CITY OF KETCHUM	DECEMBER 2	560	14.55
CITY OF KETCHUM	DECEMBER 2	532	54.82
CITY OF KETCHUM	DECEMBER 2	456	14.55
CITY OF KETCHUM	DECEMBER 2	1245	39.12
CLEAR CREEK DISPOSAL	0001467945	Town Square	137.00
IDAHO POWER	2201272487 12	2201272487 122121	141.77
IDAHO POWER	2203538992 12	2203538992 122121	63.68
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	32.81
INTERMOUNTAIN GAS	65669030002 1	65669030002 122221	11.65
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>			
WESTERN BUILIDNG MAINTEN	0132341-IN	Janitorial Services	3,395.12
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
IRISH ELECTRIC	10122	New City Hall work	2,707.00
THORNTON HEATING	50396	Furnace Replacement	6,400.00
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>			
CITY OF KETCHUM	DECEMBER 2	192	323.71
CLEAR CREEK DISPOSAL	0001468369	491 Sun Valley Road- Starbucks	1,640.86
CLEAR CREEK DISPOSAL	0001484605	491 Sun Valley Road- Starbucks	1,640.86
IDAHO POWER	2202522062 12	2202522062 122121	500.12
INTERMOUNTAIN GAS	17499804809 1	17499804809 122221	280.08
SENTINEL FIRE & SECURITY, IN	72373	5088 - 491 Sun Valley Rd	78.00
WESTERN BUILIDNG MAINTEN	0132341-IN	Janitorial Services	1,403.00
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-174026	Wiper Blades	10.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FACILITY MAINTENANCE:			29,133.65
<b>POLICE</b>			
<b>01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	248.89
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	9.80
<b>01-4210-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2485536	Yaktrax	28.49
US BANK	1556 122721	Traffic Safety Store	298.40
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
RIVER RUN AUTO PARTS	6538-173794	CSO Vehicle: Battery	479.72
RIVER RUN AUTO PARTS	6538-174208	De-Icer	17.90
UNITED OIL	983368	39060 123121	105.04
<b>01-4210-3600 COMPUTER SOFTWARE</b>			
FLASHPARKING INC	123790	Subscription/Support	737.00
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	18555	DEC 21 Police	1,279.25
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087267848 12	2087267848 121321	56.22
Total POLICE:			3,260.71
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	181.98
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	75.05
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
A.C. HOUSTON LUMBER CO.	2201-873404	Large Deerskin Gloves	21.99
A.C. HOUSTON LUMBER CO.	2201-874187	Garden Hose, Squeegee, Spray Nozzle, etc.	91.72
ATKINSONS' MARKET	06557677	Coffee	27.54
CHATEAU DRUG CENTER	2493632	Station Supplies	12.34
GEM STATE PAPER & SUPPLY	1064409	Glass Cleaner	31.18
US BANK	4977 122721	E Bike Repair	20.00
US BANK	4977 122721	Uniforms Boots - Baybutt, Brevik	360.34
US BANK	4977 122721	GotoMeeting login	9.50
US BANK	6235 122721	Moo Print: Business Cards Firefighters	247.61
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
A.C. HOUSTON LUMBER CO.	2201-874187	Garden Hose, Squeegee, Spray Nozzle, etc.	91.71
ATKINSONS' MARKET	06557677	Coffee	27.54
BOUNDTREE MEDICAL	84329045A	Medical Supplies	13.39
CHATEAU DRUG CENTER	2493632	Station Supplies	12.33
GEM STATE PAPER & SUPPLY	1064409	Glass Cleaner	31.17
NORCO	33679255	54794 120221	40.38
NORCO	33871503	54794 123021	67.76

Vendor Name	Invoice Number	Description	Net Invoice Amount
NORCO	33889806	52355 123121	36.27
NORCO	33890880	54794 123121	229.40
US BANK	4977 122721	Exempt Plates for New Ambulance, GoToMeeting login	33.19
HENRY SCHEIN	14645322	Medical Supplies	121.22
HENRY SCHEIN	14755418	Drugs	144.39
HENRY SCHEIN	14755418	Medical Supplies	347.62
HENRY SCHEIN	15019963	Medical Supplies	113.80
HENRY SCHEIN	15019963	Drugs	511.06
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	983209	37267 123121	255.92
UNITED OIL	983209	37267 123121	207.49
BASE CAMP WARM SPRINGS LL	00483412	GAs for Snow Blower	21.57
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
BASE CAMP WARM SPRINGS LL	00483412	Gas for Snow Blower	21.57
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>			
KETCHUM COMPUTERS, INC.	18554	DEC 21 Fire	1,986.50
<b>01-4230-4910 TRAINING EMS</b>			
ATKINSONS' MARKET	06559626	Supplies for EMT Class	4.74
<b>01-4230-4920 TRAINING-FACILITY</b>			
CLEAR CREEK DISPOSAL	0001491576	1848 219 Lewis Street (Training Ctr)	57.46
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
MTE COMMUNICATIONS	056983 010122	056983 010122	15.13
VERIZON WIRELESS	9895815678	842054354 122321	303.54
COX BUSINESS	049446101 122	049446101 122921	123.28
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	239.97
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
MTE COMMUNICATIONS	056983 010122	056983 010122	15.12
VERIZON WIRELESS	9895815678	842054354 122321	303.53
COX BUSINESS	049446101 122	049446101 122921	123.27
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	239.96
<b>01-4230-5200 UTILITIES</b>			
CITY OF KETCHUM	DECEMBER 2	2307	143.42
IDAHO POWER	2226144497 12	2226144497 122821	1,709.74
INTERMOUNTAIN GAS	26223127833	26223127833 122721	1,540.23
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
CLEARWATER POWER EQUIPME	17932	Boss Hydraulic Fluid for Rescue 1	35.80
RIVER RUN AUTO PARTS	6538-174094	Battery for E1	759.80
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
RIVER RUN AUTO PARTS	6538-174117	Muffler Clamp, Exhaust Elbow for Amb 22	48.33
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
UPS STORE #2444	09012021	Shipping	67.36
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
A.C. HOUSTON LUMBER CO.	2112-871286	Walk Stabilicer, - Lg, Med, Sm	167.94
Total FIRE & RESCUE:			11,292.15



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>STREET</b>			
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	368.24
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	53.77
<b>01-4310-3200 OPERATING SUPPLIES</b>			
GEM STATE PAPER & SUPPLY	1065369	Paper Supplies	66.64
JOHNNY G'S SUBSHACK, LLC	56797	12/15 Snowplowing Lunches	259.20
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
WEX BANK	77309445	Fuel Purchases	299.66
UNITED OIL	983210	37269 123121	15,358.56
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
S. ERWIN EXCAVATION INC	21-1183	Snow Hauling Service	10,732.50
KETCHUM COMPUTERS, INC.	18554	DEC 21 Streets	253.75
LUNCEFORD EXCAVATION, INC.	12759	Snow Hauling Service	18,500.00
LUNCEFORD EXCAVATION, INC.	12759	Snow Hauling	20,055.00
RICK'S EXCAVATION, INC.	677	Snow Hauling Service	6,210.00
SENTINEL FIRE & SECURITY, IN	72115	2656- 200 E 10th St	87.00
WESTERN STATES CAT	IN001878380	Dozer Rental	6,938.50
AWSI	504757	Random Drug Test	76.75
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
SENTINEL FIRE & SECURITY, IN	71980	1495 - 260 10th St. E	87.00
<b>01-4310-5200 UTILITIES</b>			
CITY OF KETCHUM	DECEMBER 2	9993	96.20
CITY OF KETCHUM	DECEMBER 2	9999	59.42
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	909.05
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	298.61
INTERMOUNTAIN GAS	49439330009 1	49439330009 122221	231.65
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
KODIAK AMERICA LLC	66	Bolt	170.00
NAPA AUTO PARTS	086966	#18 Flatbed: Wiper Blades	36.98
NAPA AUTO PARTS	910628	#24 Grader: Battery, Core Deposit	255.79
RIVER RUN AUTO PARTS	6538-173978	#50 F550: Radiator Stop Leak	14.95
RIVER RUN AUTO PARTS	6538-173988	#50 F550: Radiator Stop Leak & Anti freeze	32.45
WESTERN STATES CAT	IN001875641	#6 Big Sander: Edge	1,137.90
WESTERN STATES CAT	IN001877098	#8 962 Loader: Wheels	43.78
WESTERN STATES CAT	IN001877115	#20 140M Grader: Strip-Wear	315.96
WESTERN STATES CAT	IN001879821	#1 Blower: Bearing	111.57
WESTERN STATES CAT	IN001882577	#1 Blower: Bearing	26.62
WESTERN STATES CAT	IN001882612	Rental Dozer: Cylinder Eth	54.90
WESTERN STATES CAT	IN001887018	Rental Dozer: Cylinder Eth	54.90
COMMERCIAL TIRE	264573	Tires for 143 Grader	517.50
COMMERCIAL TIRE	264574	Tires for Road Grader	517.50
HIGH DESERT BOBCAT	232021	CREDIT: #35 Toolcat (Wheel)	76.26
DRIVETRAIN AMERICA	0190327765	#2 Blower: Flange Yoke	289.99
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11956041	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
CINTAS DOCUMENT MANAGEM	5090931897	First Aid Supplies	78.55

Vendor Name	Invoice Number	Description	Net Invoice Amount
NORCO	33889880	53271 123121	234.05
TREASURE VALLEY COFFEE INC	2160 08026087	COFFE, Sugar, Cocoa	111.72
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2201013857 12	2201013857 122121	17.99
IDAHO POWER	2203855230 12	2203855230 122121	88.70
IDAHO POWER	2204535385 12	2204535385 122121	67.06
IDAHO POWER	2206773224 12	2206773224 122121	9.49
IDAHO POWER	2207487501 12	2207487501 122121	8.18
Total STREET:			85,100.64
<b>RECREATION</b>			
<b>01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	95.25
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	16.50
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRAVIS	465.60
<b>01-4510-3250 RECREATION SUPPLIES</b>			
US BANK	7926 122721	Forest Service	10.00
<b>01-4510-4200 PROFESSIONAL SERVICE</b>			
KETCHUM COMPUTERS, INC.	18554	DEC 21 Parks	261.00
BACKGROUND INVESTATION B	CIT025010122-	Background Checks	23.95
<b>01-4510-5200 UTILITIES</b>			
IDAHO POWER	2206452274 12	2206452274 122121	317.54
INTERMOUNTAIN GAS	31904030009 1	31904030009 122221	188.02
Total RECREATION:			1,377.86
Total GENERAL FUND:			193,263.79
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>			
GALENA ENGINEERING, INC.	120121.1	Engineering: SV Road	13,316.24
S & C ASSOCIATES LLC	2260-2280 (NO	2260	118.00
S & C ASSOCIATES LLC	2260-2280 (NO	2262	413.00
<b>03-4193-7130 COORID0OR TIMING PLAN</b>			
HDR ENGINEERING, INC.	1200389638	Main Street Signal Timing	3,041.75
HDR ENGINEERING, INC.	1200392714	Main Street Signal Timing	9,029.75
<b>03-4193-7180 POWER LINE UNDERGROUNDING</b>			
ANDERSON, ROBERT	010622	REIMBURSMENT: Power Line Undergrounding	2,690.00
Total GENERAL CIP EXPENDITURES:			28,608.74
<b>03-4230-7100 UTILITY/PICK-UP TRUCK</b>			
CHARLESTOWN RESCUE	22-0106	2004 Rescue Truck	35,000.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total :			35,000.00
Total GENERAL CAPITAL IMPROVEMENT FD:			63,608.74
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
COPY CENTER LLC	2038	Posters, Envelopes (Letter from Santa)	47.25
SESAC, INC.	748038 010122	2022 Music License	513.00
US BANK	6235 122721	Hailey Coffee Co	360.00
MORTON, KIRSTEN	010321	Winter Solstice Event: Food & Bev	600.00
FRAZER, TIM	010321	Winter Solstice Event: Telescope & Prof Services	100.00
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	11666	Monthly Installment 10/21	57,250.00
MOUNTAIN RIDES	117291	Monthly Installment 01/22	57,250.00
Total ORIGINAL LOT TAX:			116,120.25
Total ORIGINAL LOT FUND:			116,120.25
<b>ADDITIONAL1%-LOT FUND</b>			
<b>ADDITIONAL 1%-LOT</b>			
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>			
SUN VALLEY AIR SERVICE BOA	011122	November MOS 0221	178,594.03
Total ADDITIONAL 1%-LOT:			178,594.03
Total ADDITIONAL1%-LOT FUND:			178,594.03
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFERS</b>			
<b>42-4800-7450 EQUIPMENT</b>			
NORCO	33669058	52355 120121	1,207.78
POLLARDWATER	0202710	Fire Hydrant Marker Flags	2,637.75
<b>42-4800-7800 CONSTRUCTION</b>			
IRISH ELECTRIC	12921	Disconnect Stand-By Generator @ Old City Hall	380.00
Total FIRE FUND EXP/TRNFERS:			4,225.53
Total FIRE CONSTRUCTION FUND:			4,225.53
<b>STRATEGIC INITIATIVE FUND</b>			
<b>STRATEGIC INITIATIVE EXPENSE</b>			
<b>54-4410-4200 PROFESSIONAL SERVICES</b>			
CONNELLY, CARISSA	1	COMMUNITY HOUSING CONSULTING	15,983.75
COPY CENTER LLC	2009	Affordable Housing Poster, Cards	301.00
ALBOUM TRANSLATION SERVIC	I-15351	Ketchum Survey Results English to Spanish	76.80
ALBOUM TRANSLATION SERVIC	I-15352	Housing Survey English to Spanish	90.00
Total STRATEGIC INITIATIVE EXPENSE:			16,451.55

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total STRATEGIC INITIATIVE FUND:			16,451.55
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	377.85
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	26.05
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	79860	Postage & Mailings	447.04
<b>63-4340-3200 OPERATING SUPPLIES</b>			
RIVER RUN AUTO PARTS	6538-173789	Anti-Freeze, Ratchet Strap	52.91
TREASURE VALLEY COFFEE INC	2160 07994375	COFFEE	42.00
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
MAGIC VALLEY LABS, INC.	22645	Drinking Water Bacteria	200.00
<b>63-4340-3400 MINOR EQUIPMENT</b>			
A.C. HOUSTON LUMBER CO.	2112-870804	Long Handle Alum Scoop	62.99
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	983212	37271 123121	302.42
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
DIG LINE	0067334-IN	0000167 123121	35.20
KETCHUM COMPUTERS, INC.	18554	DEC 21 Water	239.25
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	9642 122721	License Renewal	30.00
US BANK	9642 122721	License Renewal	30.00
US BANK	9642 122721	License Renewal	30.00
US BANK	9642 122721	License Renewal	30.00
US BANK	9642 122721	License Renewal	30.00
US BANK	9642 122721	Idaho Rural Water Association: Kellen Chatterton	150.00
US BANK	9642 122721	License Renewal	30.00
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 12	2087264135 121321	204.45
VERIZON WIRELESS	365516521 121	365516521 121321	123.29
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2202458903 12	2202458903 122021	700.12
IDAHO POWER	2203658592 12	2203658592 122721	4,936.06
IDAHO POWER	2206786259 12	2206786259 122021	23.73
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	45.64
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-173847	MINI BULB	6.00
RIVER RUN AUTO PARTS	6538-174284	Valve S Pack	2.89
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
POLLARDWATER	0202707	Pole Caps	2,637.75

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-6910 OTHER PURCHASED SERVICES</b>			
GO-FER-IT	108678	292 123121	60.00
Total WATER EXPENDITURES:			10,855.64
Total WATER FUND:			10,855.64
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7650 WATER METERS</b>			
FERGUSON ENTERPRISES, LLC	0801152	NEW WATER METERS AND METER VAULTS	414.36
<b>64-4340-7800 CONSTRUCTION</b>			
CANYON EXCAVATION. LLC	2344	Gravel Delivery	734.17
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
S & C ASSOCIATES LLC	2260-2280 (NO	2266	724.00
Total WATER CIP EXPENDITURES:			1,872.53
Total WATER CAPITAL IMPROVEMENT FUND:			1,872.53
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP304743	Claims Paid December 2021: HRA	857.87
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	832291	Admin Fees December 2021: FSA & HRA	29.65
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	79860	Postage & Mailings	670.56
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	02497111	Distilled Water	4.90
D & B SUPPLY INC.	38759	Poly Scoop Shovel	53.98
GEM STATE WELDERS SUPPLY,I	E267259	Compressed Gas	58.68
POLLARDWATER	0202940	Weatherproof Parkas	111.44
US BANK	9642 122721	Amazon: Hose Nozzle	184.89
<b>65-4350-3400 MINOR EQUIPMENT</b>			
US BANK	9642 122721	Amazon: Bi-Metal Hole Straw	13.49
US BANK	9642 122721	Amazon: Drill America Pipe Tap, Carbon Series	60.49
US BANK	9642 122721	The Supply Cache	9.95
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	983211	37270 123121	637.76
<b>65-4350-3800 CHEMICALS</b>			
NORTH CENTRAL LABORATORI	464195	Chemicals/supplies	715.44
THATCHER COMPANY, INC.	2021100100190	ALUMINUM SULFATE	4,392.08
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	87237	Copper/Metal Diegestion/S&H	339.04
KETCHUM COMPUTERS, INC.	18554	DEC 21 WasteWater	239.25
ROBERTS ELECTRIC	6313	Labor, Install working UPS	285.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	9642 122721	WW Treatment License: Chad Riggs	30.00
US BANK	9642 122721	Drinking Water Reading Material	124.80
US BANK	9642 122721	WW Treatment Reading Material	124.75
US BANK	9642 122721	WW Lab License: Zach Hoefler	30.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087264135 12	2087264135 121321	204.45
CENTURY LINK	2087268953 12	2087268953 121321	60.18
SENTINEL FIRE & SECURITY, IN	71880	1177- 110 River Ranch Road	99.00
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202703357 12	2202703357 122021	97.74
IDAHO POWER	2206786259 12	2206786259 122021	23.73
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	405.04
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	45.64
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	361.99
INTERMOUNTAIN GAS	32649330001 1	32649330001 122221	75.73
INTERMOUNTAIN GAS	58208688554 1	58208688554 122221	14.77
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-174237	Miniature Lamp	6.00
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
US BANK	9642 122721	The O Ring Store: O Rings	68.52
US BANK	9642 122721	Amazon: Johnson Controls A19ABC-24C Remote Bulb	58.88
US BANK	9642 122721	Industrial Stores: Water Hammer Arrestor	90.36
US BANK	9642 122721	Amazon: John Deere Eqp Plate #AM38891	327.96
STOTZ EQUIPMENT	P51338	Plate	375.49
STOTZ EQUIPMENT	P51338	TAX EXEMPT	19.68-
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
DIG LINE	0067334-IN	0000167 123121	35.20
Total WASTEWATER EXPENDITURES:			11,305.02
Total WASTEWATER FUND:			11,305.02
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7600 MACHINERY AND EQUIPMENT</b>			
USA BLUEBOOK	787742	Versa Star Meter Kit	2,241.55
Total WASTEWATER CIP EXPENDITURES:			2,241.55
Total WASTEWATER CAPITAL IMPROVE FND:			2,241.55
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6500 ICE RINK-PRIVATE</b>			
US BANK	7926 122721	Ice Warehouse	194.16
Total PARKS/REC TRUST EXPENDITURES:			194.16

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS/REC DEV TRUST FUND:			194.16
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
APEX	00033085	New City Hall Labor	1,188.40
APEX	00033514	Change Order #3- Labor	529.60
APEX	00033593	Change Order #4, #5 (Equipment)	1,716.21
APEX	00033594	Change Order #4, #5 (Labor)	3,299.10
JEFF MINTZ WINDOW CLEANIN	7825	New City Hall	1,600.00
THORNTON HEATING	50760	Camara Dumpster Pad for Mounting Rails	245.00
S & C ASSOCIATES LLC	2260-2280 (NO 2270		1,019.00
Total ESF TRUST EXPENDITURES:			9,597.31
Total ESSENTIAL SERVICES FAC. TRUST:			9,597.31
Grand Totals:			608,330.10

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

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Purchase Order #22043 For a Ford Ranger Supercab.**

#### **Recommendation and Summary**

Staff is recommending the council approve Purchase Order #22043 with Mountain Home Auto Ranch (State Vehicle Provision List) for a Ford Ranger Supercab by adopting the following motion:

**"I move to approve Purchase Order #22043 for an amount not to exceed \$24073.- with Mountain Home Auto Ranch and authorize the mayor to sign the PO."**

The reasons for the recommendation are as follows:

- This will replace a Chevy Flatbed Truck 1996 that FM is utilizing as an irrigation tech truck
- The current Truck is over 25 years old and at the end of its useful life

#### **Introduction and History**

The City of Ketchum Streets and Facilities Maintenance Department maintains City Parks and Athletic fields. The Department also has a maintenance agreement with the BCSD for maintaining the fields at Hemmingway STEAM school. The Facilities Maintenance department maintains all irrigation systems for the city of Ketchum and Hemmingway school. The truck is stocked with all the necessary irrigation equipment.

#### **Analysis**

The truck will be purchased with a State negotiated purchase price and doesn't require three bids.

#### **Sustainability Impact**

The new truck will be more fuel efficient and not require frequent repairs. No fully electric model is available at this time.

#### **Financial Impact**

The equipment will be funded from the 2021 CIP budget.

#### **Attachments**

- Attachment A: Purchase Order #22043
- Attachment B: Mountain home Auto Ranch Quote





**G R O U P**

**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

MODEL	MAKE	YEAR
RANGER 4WD SUPER CAB 6' BOX	FORD	2022
FLEET BASE PRICING	\$ 23,608.00	
OPTIONS	\$ 465.00	
STATE ADMIN FEE	\$ -	
Your Price	\$ 24,073.00	F.O.B. MT. HOME

PURCHASER: CITY OF KETCHUM  
 PIGGYBACKED OFF OF: CITY OF BOISE CONTRACT

Vernon 'Butch' Wade

208-249-1330 Cell

Email: [vernonwade@msn.com](mailto:vernonwade@msn.com)

OKAY TO ORDER PER SPECS

NUMBER OF UNTIS

1

CONTACT TARA FENWICK

PHONE NUMBER 208-727-5073



**CITY OF KETCHUM**  
 PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22043**

<b>To:</b> 5021 MOUNTAIN HOME AUTO RANCH 2800 AMERICAN LEGION BLVD. MOUNTAIN HOME ID 83647	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/08/2021	gbeiser	gbeiser	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	FORD Ranger 4 WD Super Cab 03-4194-7110	24,073.00	24,073.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		24,073.00

\_\_\_\_\_  
 Authorized Signature



"We do business a better way"

G R O U P

FLEET

# Vehicle Order Confirmation

- Vehicle specifications correct? YES  NO
- Vehicle color correct? YES  NO
- Vehicle pricing per bid? YES  NO
- Vehicle OK to order? YES  NO

### Vehicle Titling Information

Agency City of Ketchikan Address 1915th Street West  
 EIN \_\_\_\_\_ KETCHIKAN, ID 83370  
 Fleet ID# QT 224  
 Vehicle Deliver Address Mountain Home, Idaho  
 Purchase Order Number \_\_\_\_\_  
 Number of Units 1  
 Signature: [Signature]  
 Printed Name: TARA FENWICK Title: CITY CLERK  
 Date: 12/8/21  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Vehicle: [Fleet] 2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box (  Complete )

**Selected Model and Options**

MODEL		
CODE	MODEL	Invoice
R1F	2022 Ford Ranger XL 4WD SuperCab 6' Box	\$28,266.00

COLORS		
CODE	DESCRIPTION	
YZ	Oxford White	

ENGINE		
CODE	DESCRIPTION	Invoice
99H	Engine: 2.3L EcoBoost -inc: auto start-stop technology (STD)	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	Invoice
44U	Transmission: Electronic 10-Speed SelectShift Auto (STD)	\$0.00

OPTION PACKAGE		
CODE	DESCRIPTION	Invoice
100A	Equipment Group 100A Standard	\$0.00

AXLE RATIO		
CODE	DESCRIPTION	Invoice
—	3.73 Axle Ratio (STD)	\$0.00

WHEELS		
CODE	DESCRIPTION	Invoice
64A	Wheels: 16" Silver Steel (STD)	\$0.00


  

TIRES		
CODE	DESCRIPTION	Invoice
—	Tires: P255/70R16 A/S BSW (STD)	\$0.00

PRIMARY PAINT		
CODE	DESCRIPTION	Invoice
YZ	Oxford White	\$0.00

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Vehicle: [Fleet] 2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box (  Complete )

**SEAT TYPE**

CODE	DESCRIPTION	Invoice
QH	Ebony, Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	Invoice
53R	Trailer Tow Package -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,	\$465.00

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00

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	<b>Options Total</b>	<b>\$465.00</b>
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Vehicle: [Fleet] 2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box (✔ Complete)

**Optional Equipment**

**ENGINE**

CODE	DESCRIPTION	Invoice
99H	Engine: 2.3L EcoBoost -inc: auto start-stop technology (STD)	\$0.00

**TRANSMISSION**

CODE	DESCRIPTION	Invoice
44U	Transmission: Electronic 10-Speed SelectShift Auto (STD)	\$0.00

**OPTION PACKAGE**

CODE	DESCRIPTION	Invoice
100A	Equipment Group 100A Standard	\$0.00
101A	Equipment Group 101A High -inc: 6 Speakers, SYNC, enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port, Day/Night Rearview Mirror, Cruise Control, Power Glass Sideview Mirrors, Remote Key Fob w/Tailgate Lock, Perimeter Anti-Theft Alarm	\$1,067.00

**AXLE RATIO**

CODE	DESCRIPTION	Invoice
—	3.73 Axle Ratio (STD)	\$0.00
X73	Electronic-Locking Rear Differential	\$394.00

**WHEELS**

CODE	DESCRIPTION	Invoice
64A	Wheels: 16" Silver Steel (STD)	\$0.00
64Y	Wheels: 17" Silver-Painted Aluminum	\$409.00
—	Wheels: 17" Black Aluminum	\$0.00


**TIRES**

CODE	DESCRIPTION	Invoice
—	Tires: 17"	\$0.00
—	Tires: P255/70R16 A/S BSW (STD)	\$0.00
TEW	Tires: LT265/65R17 A/T OWL	\$259.00
TGT	Tires: 17" Off-Road OWL	\$0.00

**PRIMARY PAINT**

CODE	DESCRIPTION	Invoice
E7	Velocity Blue Metallic	\$0.00
EA	Hot Pepper Red Metallic Tinted Clearcoat	\$465.00

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Vehicle: [Fleet] 2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box (  Complete )

**PRIMARY PAINT**

CODE	DESCRIPTION	Invoice
G1	Shadow Black	\$0.00
JS	Iconic Silver Metallic	\$0.00
M7	Carbonized Gray Metallic	\$0.00
NE	Cactus Gray	\$0.00
PQ	Race Red	\$0.00
YZ	Oxford White	\$0.00

**SEAT TYPE**

CODE	DESCRIPTION	Invoice
LH	Ebony, Front Premium Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00
QH	Ebony, Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00
SH	Ebony, Front Vinyl Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats	\$0.00

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	Invoice
50U	STX Special Edition Package -inc: Privacy Glass w/Rear Defrost, SYNC 3, enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart charging USB ports, Dual-Zone Electronic Climate Control (DEATC), SiriusXM Satellite Radio, a 3-month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc, Wheels: 17" Black Aluminum	\$935.00
53R	Trailer Tow Package -inc: towing capability up to TBD lbs and 4-pin/7-pin wiring harness, Class IV Trailer Hitch Receiver,	\$465.00
67F	XL Power Equipment Group -inc: Perimeter Alarm, Remote Key Fob w/Tailgate Lock, Power Glass Sideview Mirrors,	\$334.00
67G	Ford Co-Pilot360 -inc: pre-collision assist w/Automatic Emergency Braking (AEB), pedestrian detection, forward collision warning, dynamic brake support and rear view camera, Lane-Keeping System, lane-keeping alert, lane-keeping assist and driver alert, Blind Spot Information System (BLIS), cross-traffic alert and trailer tow monitoring, Auto-High Beam Headlamps	\$588.00
76F	STX Appearance Package -inc: Tires: 17", STX Box Decal, Wheels: 17" Silver-Painted Aluminum, Fog Lamps	\$1,029.00

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Vehicle: [Fleet] 2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box (✔ Complete)

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	Invoice
76H	XL Chrome Appearance Package -inc: Chrome Front & Rear Bumpers, Painted Body-Color Wheel-Lip Molding, Fog Lamps	\$343.00
86Q	Bed Utility Package -inc: rear view camera, Plastic Drop-In Bedliner, 12V Power Plug	\$371.00
914	FX4 Off-Road Package -inc: exposed steel bash plate and removes front air dam, Tires: 17" Off-Road OWL, Terrain Management System, Trail Control, Electronic-Locking Rear Differential, Off-Road Screen in Cluster, Off-Road Tuned Suspension, FX4 Off-Road Box Decal, Skid Plates, radiator, electronic power-assist steering (EPAS), transfer case and fuel tank guard	\$1,217.00

**ADDITIONAL EQUIPMENT - MECHANICAL**

CODE	DESCRIPTION	Invoice
41H	Engine Block Heater	\$85.00

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
17B	Front & Rear Splash Guards/Mud Flaps	\$123.00
18Y	5" Rectangular Black Running Boards	\$597.00
43D	Manual-Sliding Rear-Window -inc: privacy glass and defrost	\$212.00
47X	Gray Pixelated Graphics	\$423.00
66F	Amber LED Warning Strobes by Sound Off Signal -inc: center high-mounted stop light bar and 2 forward facing interior mounted lights	\$611.00
66G	Amber/White LED Warning Strobes by Sound Off Signal -inc: rear work light feature, center high-mounted stop light bar and 2 forward facing interior mounted lights, Rear white lights can be turned on solid to provide additional work area lighting	\$653.00
86S	Tough Bed Spray-In Bedliner	\$465.00
96B	Paint Protection Film	\$324.00

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	Invoice
16E	Carpet Flooring w/Floor Mats	\$136.00
17A	Tray Style Floor Liner -inc: Does not include carpet floor mats	\$150.00
17C	Tray Style Floor Liner w/Carpet Floor Mats	\$188.00
52B	Cruise Control	\$212.00
55K	110V AC Power Outlet -inc: 2 USBs located in the rear of the center console	\$112.00
55U	Reverse Sensing System	\$103.00

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Vehicle: [Fleet] 2022 Ford Ranger (R1F) XL 4WD SuperCab 6' Box (  Complete )

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	Invoice
58E	SYNC -inc: enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port, 6 Speakers, Day/Night Rearview Mirror	\$817.00
58M	SYNC 3 -inc: enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart charging USB ports, Privacy Glass w/Rear Defrost, Dual-Zone Electronic Climate Control (DEATC), SiriusXM Satellite Radio, a 3-month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc	\$329.00
60H	Exterior Backup Alarm	\$136.00
63C	Body-Color SecuriCode Keyless-Entry Keypad	\$89.00
86C	Black Aluminum Crossbed Toolbox by Weather Guard -inc: Defender series	\$559.00
86D	(DISCONTINUED) Premium Crossbed Toolbox	\$559.00
87A	2nd Row Seat Delete	\$0.00
94B	Pickup Box Extender	\$277.00
94D	Soft Folding Tonneau Box Cover	\$494.00
94E	Hard Folding Tonneau Box Cover	\$935.00
94J	Retractable Tonneau Box Cover	\$1,593.00

**ADDITIONAL EQUIPMENT - OTHER**

CODE	DESCRIPTION	Invoice
79V	COV Required *PRICE TO FOLLOW*	W/A
—	Fleet Advertising Credit *CREDIT*	(\$535.00)
C09	Priced DORA	\$0.00

**SHIP THRU CODES**

CODE	DESCRIPTION	Invoice
31A	Ship Thru: Auto Truck	\$289.00
31B	Ship Thru: Reading Equipment & Distribution	\$152.00
31C	Ship-Thru: Canfield Equipment	\$47.00
31F	Ship-Thru: National Fleet Services	\$47.00
31K	Ship-Thru: Knapheide	\$152.00

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## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation for Approval of Purchase Order 22053 for the purchase of a Bobcat UW56 Toolcat with Snow Blower**

#### Recommendation and Summary

Staff is recommending the council approve Purchase Order 22053 and adopt the following motion:

***"I move to approve Purchase Order 22053 to Clark Equipment Company for a Bobcat UW56 Toolcat with Snow Blower for the Amount of \$69,593.16 and authorize the Mayor to sign it."***

The reasons for the recommendation are as follows:

- Snow blower equipment used at the Wastewater Treatment Plant is aged and continually breaking down.
- An industrial snow blower is necessary for snow removal at the treatment plant.
- A Toolcat is a versatile piece of equipment that will be used for more than snow removal.

#### Introduction and History

The City of Ketchum /Sun Valley Water and Sewer District (SVWSD) Wastewater Treatment Plant uses several pieces of machinery for maintenance of the grounds and buildings at the facility. Two of those pieces of equipment are a 1984 Kubota tractor and a 2000 John Deere tractor. Their only use is snow blowing. Both have aged to the point where they break down practically every time they are used and need to be replaced.

#### Analysis

Staff is proposing the City of Ketchum, and the SVWSD, purchase a new Bobcat UW 56 Toolcat utility vehicle with snow blower attachment to replace these two pieces of equipment. A medium size, vehicle mounted industrial snow blower is the best piece of equipment for snow removal at the treatment plant because of the large area and cramped quarters found there.

Toolcats are a versatile piece of equipment which can be used as a utility vehicle for year-round facility maintenance needs. Other City departments already have Toolcat accessories and implements which can be used with this Toolcat eliminating the need to purchase other attachments.

#### Sustainability

The recommended action does not have a feasible alternative to further the goals of the 2020 Ketchum Sustainability Action Plan.

### Financial Impact

The purchase amount for the Toolcat is \$69,593.16. 50% of the cost for this purchase will be the responsibility of the City of Ketchum and 50% the responsibility of the Sun Valley Water and Sewer District. Pricing was obtained from Clark Equipment Company through Sourcewell, a service cooperative which competitively solicits procurement contracts for government agencies. Idaho law allows political subdivisions to participate in such cooperative purchasing programs. This purchase is budgeted for in the FY22 budget.

### Attachments:

Purchase Order 22053

Clark Equipment Company Quote # RLF-02911



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22053**

<b>To:</b> 5765 CLARK EQUIPMENT COMPANY 250 E BEATON DR WEST FARGO ND 58078	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/13/2022	gbeiser	gbeiser	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	Quote# RLF-02911: Bobcat UW56 Toolcat 67-4350-7600 435001	69,593.16	69,593.16
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		69,593.16

\_\_\_\_\_  
 Authorized Signature



## Product Quotation

Quotation Number: RLF-02911

Date: 2022-01-07 15:59:30

Customer Name/Address:	Bobcat Delivering Dealer	<b>ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer</b>
CITY OF KETCHUM - UTILITIES DEPARTMENT WASTEWATER DIVISION Attn: MICK MUMMERT 110 RIVER RANCH ROAD KETCHUM, ID 83340 Phone: (208) 726-7825 Email: mmummert@ketchumidaho.org	High Desert Bobcat, Twin Falls, ID 465 ADDISON AVENUE WEST TWIN FALLS ID 83301 Phone: (208) 734-4147 Fax: (208) 734-0461	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat UW56</b>	<b>M1225</b>	<b>1</b>	<b>\$52,220.80</b>	<b>\$52,220.80</b>
Deluxe Road Package	M1225-P01-C01	1	\$2,316.00	\$2,316.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	\$1,388.80	\$1,388.80
Heavy Duty Battery	M1225-R07-C02	1	\$77.60	\$77.60
Attachment Control	M1225-R08-C02	1	\$188.80	\$188.80
Power Bob-Tach	M1225-R14-C03	1	\$879.20	\$879.20
Radio Option	M1225-R15-C02	1	\$426.40	\$426.40
Traction Control	M1225-R16-C02	1	\$436.00	\$436.00
Rearview Camera	M1225-R20-C01	1	\$288.00	\$288.00
Engine Block Heater	M1225-A01-C02	1	\$104.00	\$104.00
Interior Trim	M1225-A01-C04	1	\$164.00	\$164.00
Snow Blower 32X68	M7047	1	\$4,832.84	\$4,832.84
--- MOTOR PACKAGE 160CC (26-31 gpm)	M7047-R01-C04	1	\$833.72	\$833.72

<b>Total of Items Quoted</b>	<b>\$64,156.16</b>
<b>Dealer P.D.I.</b>	<b>\$200.00</b>
<b>Freight Charges</b>	<b>\$840.00</b>
<b>Dealer Assembly Charges</b>	<b>\$0.00</b>
<b>Other Charges: Material and Logistics</b>	<b>\$4,397.00</b>
<b>Quote Total - US dollars</b>	<b>\$69,593.16</b>

**Notes:**

*\*Prices per the Sourcewell Contract #031121-CEC.*

*\*Terms Net 60 Days. Credit cards accepted.*

*\*FOB Origin – Prepay and Add to Quote*

*\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

*\*TID# 38-0425350*

***\*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

*\*Quote valid for 30 days*

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER NUMBER**

**DELIVERY ADDRESS:** \_\_\_\_\_

**BILLING ADDRESS (if different than Ship To):** \_\_\_\_\_

**TAX EXEMPT?** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**Exempt in the State of** \_\_\_\_\_

**Tax Exempt ID:**

**FEDERAL -** \_\_\_\_\_

**STATE -** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_



## City of Ketchum

January 12, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Service Agreement with US Digital Designs**

#### Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

**"I move to approve the Service Agreement with US Digital Designs and authorize the Mayor to sign said Service agreement."**

The reasons for the recommendation are as follows:

- US Digital Designs supplied the alerting system in the new fire station.
- This agreement provides for ongoing support of the system.

#### Introduction and History

The new station incorporates an alerting system with fiber-optic connection to the Blaine County Emergency Communications. This provides a redundant alerting system that is independent of radio alerting. Redundant alerting is essential for ensuring immediate response to fires and medical emergencies

The system has a service agreement and warranty through the end of 2022. This agreement would cover ongoing maintenance and operation.

#### Analysis

The agreement includes a cost for service for 2023, which is in a future budget year. It does provide for cancellation at least 30 days in advance, so if the council does not budget for the agreement it can be cancelled.

Normally, such an agreement would be entered into once budget was approved, however US Digital Designs has requested this agreement at this time to allow for access to the mobile application. That mobile application provides an additional redundancy by alerting firefighters over cellular phone. The fire department had a similar service prior to the upgrade at BCEC to Central Square Computer Aided Dispatch. This will provide better alerting for our volunteers as well as duty staff.

Sustainability Impact

No impact.

Financial Impact

There will be an additional cost of \$4,425 for continuing support after January 1 2023, however that will be in the 2022-2023 budget submitted to the council.

Attachments

Service Agreement

**Acceptance**

---

Neil Bradshaw, Mayor  
City of Ketchum





**US DIGITAL DESIGNS**  
stationalerting.com

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between US Digital Designs, Inc. (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity (“Customer”):

Ketchum Fire Department  
Attn: Bill McLaughlin, Fire Chief  
P.O. Box 966  
480 East Avenue N.  
Ketchum, ID 83340  
Telephone: (208) 726-7805  
Email: [bmclaughlin@ketchumfire.org](mailto:bmclaughlin@ketchumfire.org)

1. **Recitals.** The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 7, below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be **January 1, 2023**;
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided

however, Hardware shall not include any televisions or monitors manufactured by third parties;

- e. “Emergency Support” means telephone access for Customer’s “System Administrator” (as defined below) to USDD’s senior staff and engineers in the event of a Mission Critical Failure.
- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure.
- g. “Services” shall have the meaning set forth in Section 3, below;
- h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;
- i. “System” means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
- j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **USDD Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the “Services”). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) subject to USDD's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

4. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, USDD will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to USDD for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Replaced Hardware provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of a Hardware component during the Term, the Customer shall provide USDD with the Hardware component model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that the Customer is returning. The original hardware must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware

must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, USDD shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer’s misuse or neglect of the System, damage arising from Customer’s failure to follow instructions relating to the product’s use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer’s site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD’s sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer’s warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

9. **Additional Services by USDD.** Except for the Services, all other acts or performances requested or required of USDD by Customer (“Additional Services”) will be charged at USDD’s then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer’s use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

10. **Authorized Support Contacts.** In order to facilitate USDD’s delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services (“Authorized Contacts”). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for USDD to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s network, hardware, and software systems. The Authorized Contacts must also have completed USDD product training.

At least one Authorized Contact should be available to assist USDD as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

11. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 10 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.

12. **Remote Access.** USDD requires remote network access to the Customer's System, including its Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
  - System software upgrades

- System software customization
  - Network troubleshooting assistance including packet capture and network monitoring on USDD devices
  - Detailed log analysis
  - Bulk updates to System database tables
  - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

13. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of Customer’s intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the “Annual Fee” (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

14. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay USDD an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by **.09**. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or

30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

15. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. USDD reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of USDD.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by USDD to have been abandoned by Customer. USDD will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

16. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT,

SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

17. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

18. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

19. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

20. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.



22. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

23. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

24. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

25. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer’s System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively “Images”). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer’s experience with the System (collectively “Testimonials”). Customer consents to USDD’s use of such Images and Testimonials for verification, training, and promotional purposes in USDD’s sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

26. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

Ketchum Fire Department:

US Digital Designs, Inc.:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
DOMINIC MAGNONI, Vice President  
Date: \_\_\_\_\_



## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Agreement #22756 with Blaine County for Reimbursement of Costs Related to New Glass and Cardboard Recycling Center**

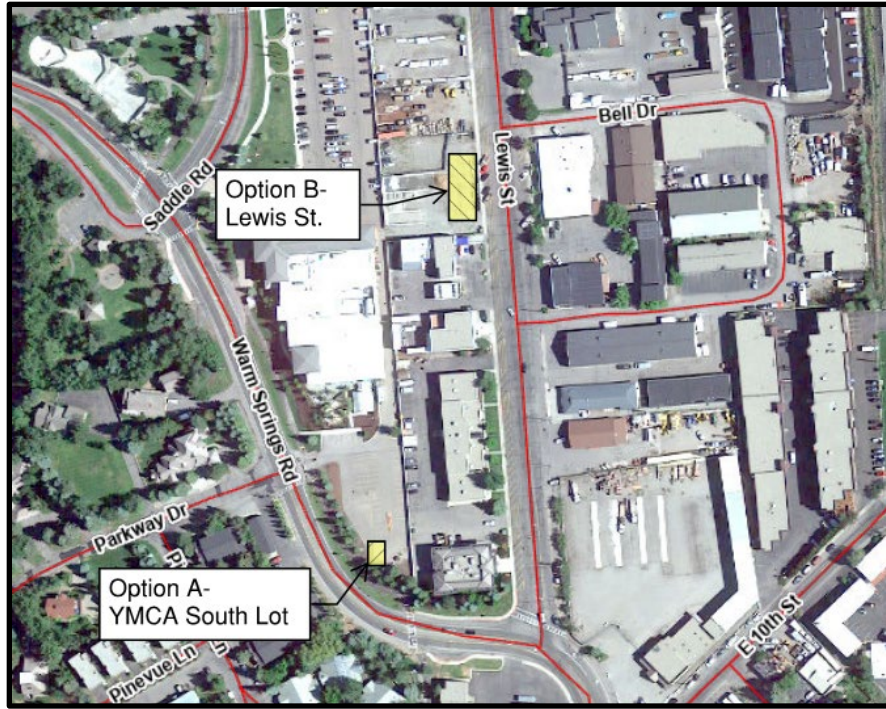
#### Recommendation and Summary

Staff has been working with the County and other partners (City of Hailey, Clear Creek, non-profits) to improve participation in recycling services. During those meetings, Blaine County expressed a desire to financially partner with the city as they operate the county recycling center at Ohio Gulch.

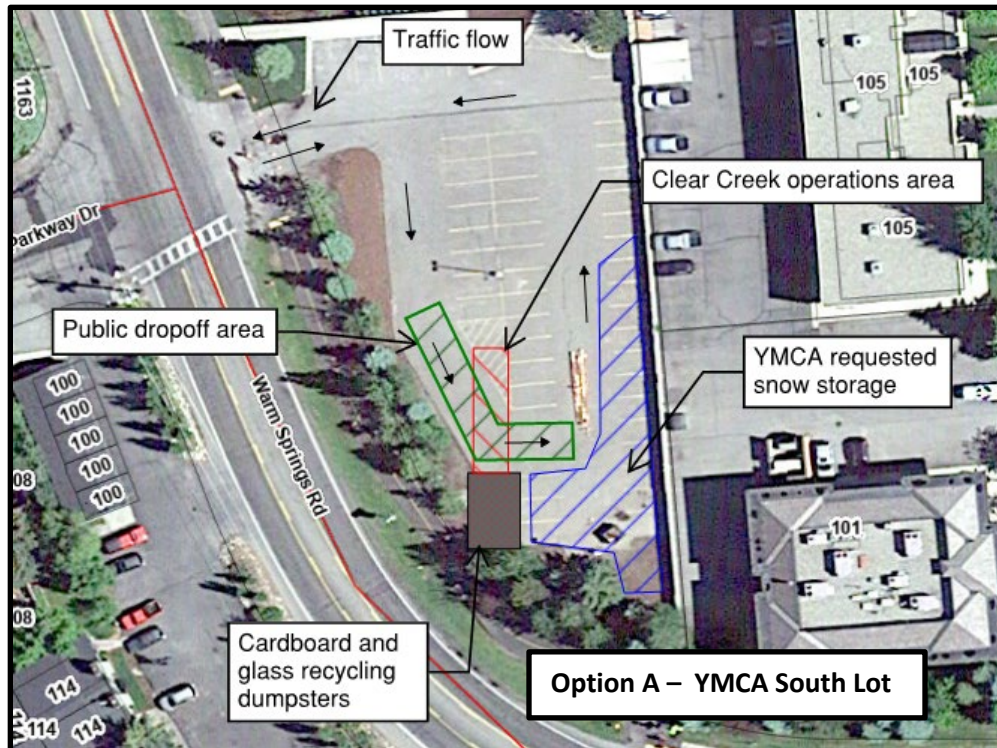
**"I move to approach agreement #22756 with Blaine County for financial reimbursement related to new recycling center."**

#### Introduction and History

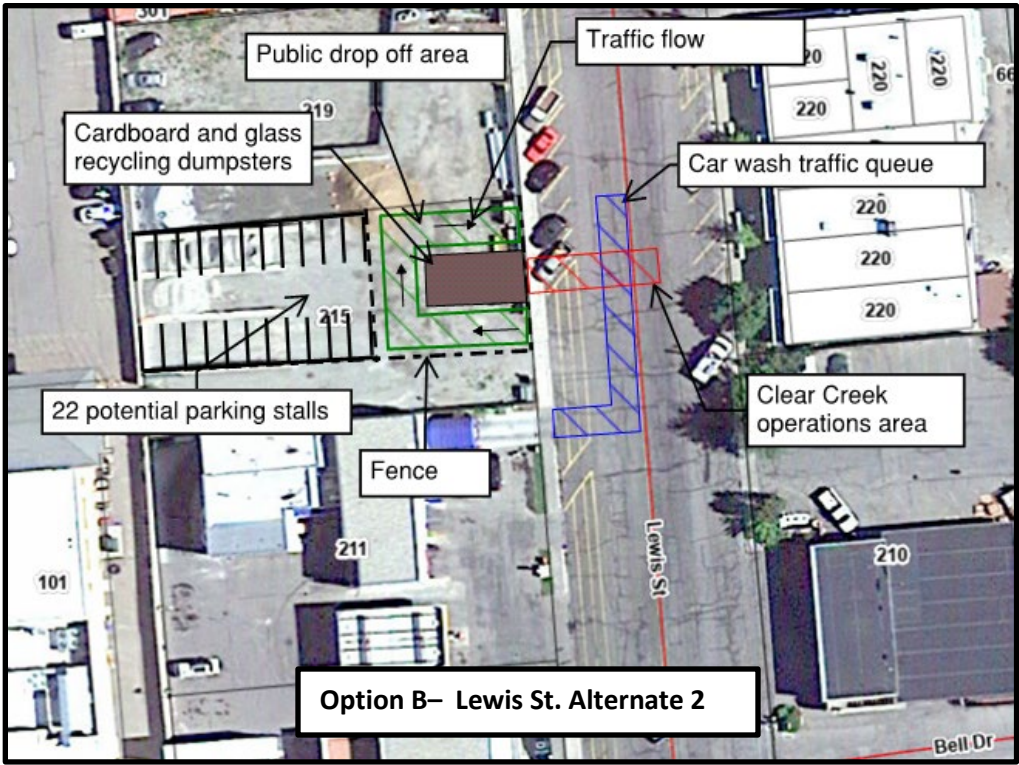
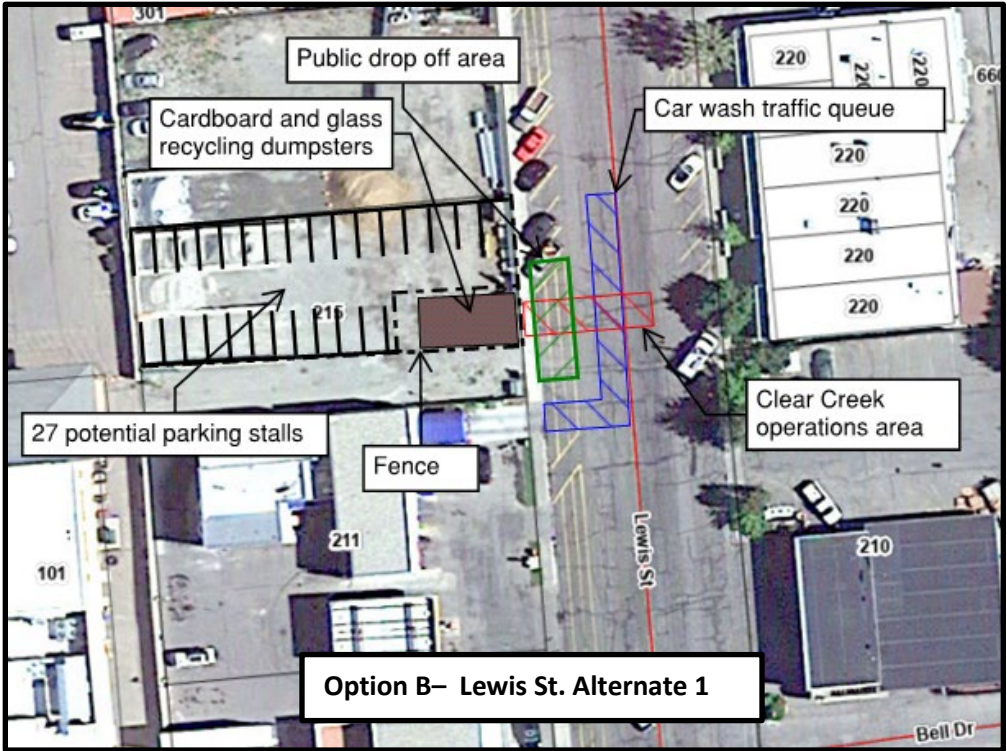
The city recently evaluated options for an improved recycling center which would contain one public cardboard compactor and glass recycling dumpster. The existing recycling dumpsters are currently located at the city owned parking lot south of the YMCA. The dumpsters would be consolidated and replaced with one 8'x20' dumpster for glass and an 8'x20' cardboard compactor. City staff evaluated 2 locations and multiple layout options at each location. Following a site tour and public feedback, Council directed staff to construct the new facility at Option B, located on Lewis Street and depicted below.

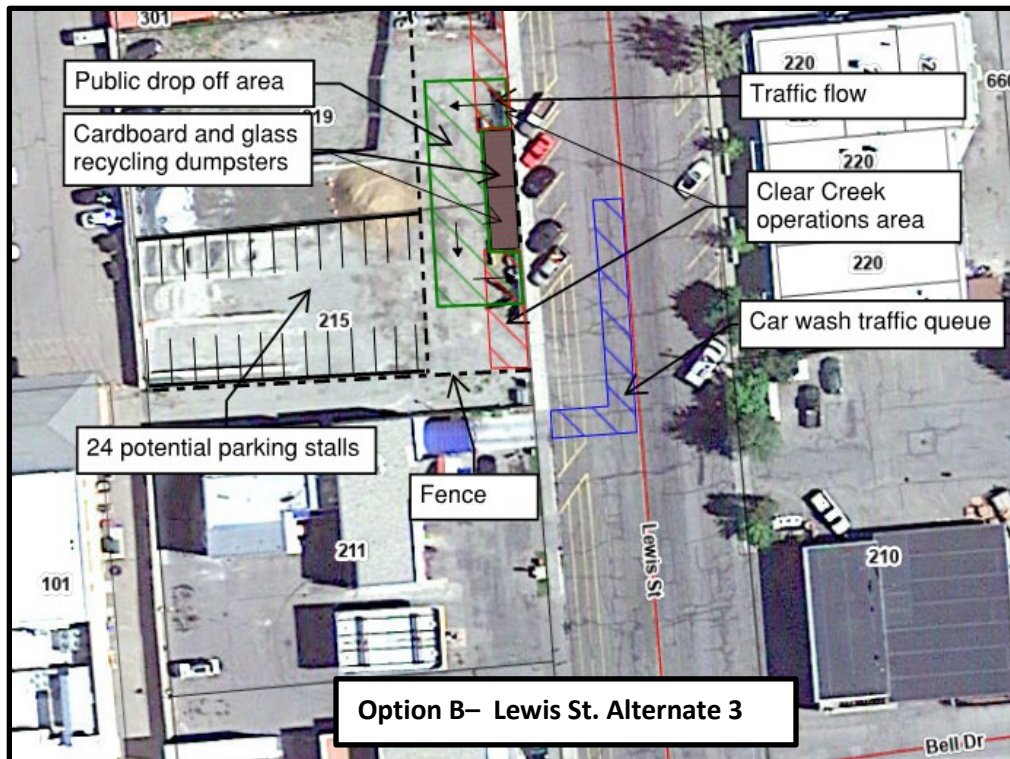


	Option A – YMCA South Lot	Option B – Lewis Street Lot
<b>Zoning</b>	Tourist (T)	LI-2 (Light Industrial 2)
<b>Operational Constraints</b>	Existing drive aisles to be used for dumpster and compactor pick-up/drop off	Existing lot to be used for dumpster and compactor pick-up/drop off
<b>Traffic Conflicts</b>	Existing parking lot, minimal conflicts	Queuing for cars entering car wash
<b>Future Use</b>	TBD	TBD









Sustainability Impact

Continued recycling services for the public.

Financial Impact

Rough order of magnitude costs for the Lewis Street Lot is \$66,450.

Attachment

Agreement #22756



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**BLAINE COUNTY, IDAHO**  
**and**  
**THE CITY OF BELLEVUE, THE CITY OF HAILEY and THE CITY OF KETCHUM**  
**Recycling Infrastructure Improvements**

This Memorandum of Understanding (“MOU”) for recycling infrastructure improvements is hereby entered into by and between Blaine County, Idaho, hereinafter referred to as “County”; and the City of Bellevue, hereinafter referred to as “Bellevue”, the City of Hailey, hereinafter referred to as “Hailey”, and the City of Ketchum, hereinafter referred to as “Ketchum”. Bellevue, Hailey and Ketchum may hereinafter be collectively referred to as “Cities”. The County and Cities may hereinafter be collectively referred to as “Parties”.

**1. PURPOSE:**

The Parties have agreed to collaborate and coordinate efforts to improve recycling services for residents, visitors and businesses. The Parties have agreed to make infrastructure investments at local recycling drop-off locations to improve access and reduce costs for servicing. These improvements are needed to place cardboard compactors at specified locations.

**2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

Mutually beneficial collaboration requires clearly defined responsibilities between the County and Cities that is fair and equitable to all parties.

Infrastructure improvements are needed to accommodate placement of cardboard compactors in specified recycling drop-off locations. The compactors are provided by Clear Creek Disposal through commercial recycling collection services.

The Parties mutually agree to the responsibilities and cost share as outlined below:

**COUNTY RESPONSIBILITIES:**

- County will fund infrastructure improvements up to \$110,000 in total for two locations in fiscal year 2022, one location in Hailey and one location in Ketchum.

- County will collaborate with Bellevue [and Clear Creek Disposal] to evaluate siting a cardboard compactor at a recycling drop off location site (site to be determined) in Bellevue in fiscal year 2023.
- County funding to be used solely for improvements needed to support the load of a cardboard compactor, to meet load requirements for trucks that service the compactor and recycling containers, and to provide electric service to the site.
- County will incorporate the Cities costs for operating and servicing the recycling drop-off locations and amount of material collected into an annual recycling program report.
- County will submit the annual recycling program report for each fiscal year to the Cities no later than December 31.
- County will provide signage designed through the 3R Task Force initiative for all recycling containers sited at each recycling drop-off location.

**CITIES RESPONSIBILITIES:**

- Hailey and Ketchum will identify a location to site a cardboard compactor at an existing or relocated recycling drop off location.
- Bellevue will collaborate with the County on an evaluation of siting a cardboard compactor at a recycling drop off location site in Bellevue in fiscal year 2023.
- Cities will manage the infrastructure improvement projects, including design, permitting, and construction.
- Cities will pay all costs for operating and servicing the recycling drop-off locations, including but not exclusive of collection and electricity service.
- Cities will provide copies of monthly invoices or a quarterly report to the County of the costs for operating and servicing the recycling drop-off locations, including fees, revenues, and amount of recyclable material collected. Invoices or quarterly reports can be emailed to Lynne Barker, Blaine County Sustainability Manager at lbarker@co.blaine.id.us.
- Cities will install signs provided by the County for each recycling container sited at recycling drop off locations.

**3. TERMS AND TERMINATION:**

This Agreement shall be in full force and effect upon execution and will remain in effect through September 30, 2022. This MOU is subject to termination with or without cause by Parties with a 30-day written notification prior to the commencement of contracts entered into on behalf of the Parties. Modifications of this MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.



4. **APPROVALS:** Executed and effective by the undersigned parties as of the date signed. DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE PARTIES HERETO** have executed this instrument.

\_\_\_\_\_  
Dick Fosbury  
Blaine County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Stephen McDougall Graham  
Blaine County Clerk

\_\_\_\_\_  
Mayor Ned Burns  
City of Bellevue

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Bellevue Clerk

\_\_\_\_\_  
Mayor Martha Burke  
City of Hailey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Hailey Clerk

\_\_\_\_\_  
Mayor Neil Bradshaw  
City of Ketchum

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Ketchum Clerk





## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Professional Services Contract #22052 with Sullivan & Reberger for Governmental Relations with State of Idaho**

#### Recommendation and Summary

During the FY22 budget development process, Council requested that staff investigate retaining a professional resource to represent the city and other resort cities in the 2022 Idaho Legislative Session. Staff has completed discussions with four potential resources and is recommending a contract with Sullivan and Reberger for the 2022 legislative session. We currently have nine other resort towns committed to join the coalition with strong geographic representation of the state.

**"I move to approve contract #22052 with Sullivan & Reberger for Governmental Relations Services with the State of Idaho in a no- to-exceed amount of \$25,000."**

#### Introduction & History

The scope of work for the contract is:

1. **Prevent negative/hostile legislation:** In recent years, the legislature has taken action to limit city authority on a range of issues (short-term rentals, property taxes, minimum wage, and transportation management companies). The priority of the firm would be to defeat any potential new negative legislation affecting the city.
2. **Coalition Creation:** There are approximately twenty Idaho resort cities who utilize local option taxing authority (LOT). Beyond the LOT authority, these communities share a common goal/challenge of addressing workforce housing and adequate employee supply for local businesses. This new resource could serve as a coordinating resource between all resort cities in Idaho with a goal of speaking with one voice with the Governor's Office and Legislature. The resource would also closely coordinate with the Association of Idaho Cities.
3. **Socialize new legislation concepts:** The new resource could start to work with the Governor's Office, legislators and other interested parties (Idaho Association of Commerce & Industry, Idaho Assoc. of Realtors, etc.) to discuss future legislative solutions:
  - a. Use of state ARPA (federal COVID funds) via statewide grants to cities and counties to address workforce housing infrastructure needs. The Governor has recently proposed \$50 million be allocated to the State Housing Trust Account.
  - b. 1% real estate transfer tax program for workforce housing in resort cities only
  - c. Relaxing state restrictions on city ability to regulate short-term rentals

Sustainability Impact

No direct impact. Increased inventory of a local workforce and housing does decrease the amount of auto trips as local workers are closer to their place of employment.

Financial Impact

This contract can be funded via the Strategic Initiatives Account. Other participating cities have committed a minimum of \$250.00 with larger communities paying up to \$1,500.00.

Attachments:

Contract #22052

## SULLIVAN & REBERGER PROFESSIONAL SERVICES AGREEMENT

This agreement, effective January 10, 2022, is made and entered into between City of Ketchum (Client) and Sullivan & Reberger (Service Provider). Throughout this Agreement, Client and Service Provider may each be referred to as a “Party” or collectively as “Parties.”

The following sets forth the terms and conditions under which Service Provider shall provide government relations services for Client:

### I. Specific Conditions:

1. **DESCRIPTION OF SERVICES.** Service Provider will provide the following services to Client
  - a) We will represent you as directed as a lobbyist, as defined by Idaho law, in matters before the Executive and Legislative branches of Idaho state government.
  - b) We will: (1) advise you of significant Idaho state public policy developments and regulatory matters of interest; (2) communicate with your designated representative(s) via email, telephone and in person; (3) attend and participate in your internal meetings as requested; (4) prepare written material as needed; and (5) lobby executive branch officials and legislators as directed.
  - c) Develop and implement strategies to influence Idaho state governmental policy, with particular focus on promoting and protecting the interests and activities of Client.
  - d) Assist in developing impactful promotional information and messaging highlighting Client’s accomplishments and plans.
  - e) Engage in direct advocacy and collaboration with state government decision makers, including lobbying the Idaho Legislature, Governor, and agencies of state government. Focus on outreach and meetings with targeted legislators and leaders to maximize education and understanding of the significant positive impacts of district operations and activities. Emphasis will be placed on preserving the advantages of current statutory provisions.
  - f) Monitoring issues for developments and changes.
  - g) Legislative and executive branch monitoring and analysis.
  - h) Any other services or specific activities as mutually agreed to by the Parties.

2. **REPORTING.** Service Provider will report orally or in writing with respect to the Services at such times as directed by Client. Service Provider will directly contact Client's designated representative.
3. **TERM.** This Contract is effective January 10, 2022 and shall continue until March 31, 2022. In the event one party desires to terminate this Contract, it must provide the other party with not less than ninety (90) days prior notice of termination.
4. **COMPENSATION.** Client will retain Service Provider at a rate of \$25,000, plus agreed upon expenses as outlined below. Payment will be made in three monthly installments of \$8,333.
5. **EXPENSES.** Client will reimburse Service Provider for all costs and expenses associated with advocating and providing the above Services before the Idaho Legislature, Governor's Office and Executive Branch of Government or as necessary to effectively advocate Client's positions. Expenses would cover reimbursement for agreed upon entertainment activity such as meals, coffees, travel, lodging and other related items that are necessary and appropriate in dealing with government entities. Expenses are billed every thirty (30) days.

## II. General Conditions:

1. **RELATIONSHIP.** The Parties agree that Service Provider shall function as an independent contractor throughout the term of this Agreement. Service Provider will receive directions from Client as to expected end results of this Agreement. Service Provider shall be responsible for diligently trying to accomplish the goals of Client using political and general experiences in a good faith manner. It is understood that this Agreement in no way establishes an employee/employer relationship with Service Provider as an employee of Client, and nothing herein shall create an agency relationship between the Parties. Service Provider is responsible for payment of taxes on compensation it receives.
2. **CONFIDENTIALITY.** Neither of the Parties may disclose to the public or to any third party the details of this Agreement or the relationship described herein other than with the prior written consent of the other Party, which consent may be withheld for any or no reason, except as may be required by law.
3. **CLIENT'S REPRESENTATIVE.** Unless otherwise advised, Client representatives for this Agreement shall be Patrick Sullivan, Phil Reberger and John Sheldon. All communications between the Parties relating to the performance of this Agreement shall be between the designated representatives. The Service Provider shall not assign any of its rights, duties or obligations under this Contract without the prior written approval of the Client.
4. **CONFLICT OF INTEREST.** Service Provider represents that it is not, as of the date of this Agreement, aware of any conflict of interest, but in the event such conflict should arise, Service Provider shall promptly disclose to Client of any such conflict. If the conflict cannot be resolved in a good faith manner, the Agreement may be cancelled.

5. **COMPLIANCE WITH THE LAW.** Service Provider will comply with all federal, state and local statutes, regulations, ordinances and rules directly or indirectly relating to the execution of this agreement. Service Provider agrees to comply with all laws pertaining to government relations, including campaign finance limits, prohibitions, and disclosure obligations; gift, meal and travel reimbursements and related ethics rules; and lobby disclosure limitations. Service Provider shall prepare and file any disclosure and registration forms pertaining to its activities undertaken as required by the Idaho Secretary of State, hereunder, and notify Client of any registration or disclosure obligations which pertain to it as client or principle, or employer of Service Provider's services.
6. **APPLICABLE LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Idaho. Both Parties will be guided by the highest ethical standards. In any action to enforce the rights and obligations of any party under this Contract, the prevailing party shall be entitled to its reasonable attorney fees and costs. Venue of any action brought by the parties to this Contract shall be in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada
7. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This agreement may be terminated by either party upon 30 days prior written notice.
8. **NO WAIVER.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other subsequent breach.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless the Service Provider and their respective agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court and arbitration costs) caused in whole or part by the Service Provider carrying out the services requested by the Client or arising out of or in connection with the work identified in this Agreement, except as to those actions resulting from the negligence or willful misconduct in performance of the services provided in this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and no change shall be made to the Agreement except in writing and signed by both Parties. This Contract may be executed in several counterparts, each of which shall be an original, but all of which constitute one and the same instrument. This Contract shall be fully executed at such time as all parties to it have signed at least one counterpart, regardless of whether each counterpart is signed by all parties.

**ACCEPTED AND AGREED BY:**

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

**SULLIVAN & REBERGER**

By: \_\_\_\_\_

Patrick J. Sullivan

Its: President

Date: \_\_\_\_\_



**CITY OF KETCHUM**  
**PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22052**

<b>To:</b> 5764 SULLIVAN-REBERGER 802 W BANNOCK ST BOISE ID 83702	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/13/2022	gbeiser	gbeiser	Administration	0	

Quantity	Description	Unit Price	Total
1.00	Governmental Relations (NTE) 54-4410-4200	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

\_\_\_\_\_  
 Authorized Signature



## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to hold Public Hearing and Third Reading of Short-Term Rental Ordinance #1230**

#### Recommendation and Summary

Staff is recommending the Council review and hold the third reading of Ordinance #1230 which will create a new standalone business license; regulations and fee for short-term property owners.

**"I move to approve the third reading of Ordinance #1230, by title only."**

#### The reasons for the recommendation are as follows:

- Staff completed minor revisions to the ordinance based on the feedback during the first reading which is outlined below.
- The ordinance will enable better compliance with Local Option Tax collection.
- The regulatory framework will allow for improved data collection regarding the number of units in town and associated yearly utilization.

#### Introduction and History

Staff completed the following minor revisions based on feedback from the previous meeting:

- Definitions changed to reflect ability of Owner or Renter to be the Permittee.
- 5.09.030(I) added to indicate no STR in LI and limited in Avalanche Zone (can only rent if structure designed to avalanche standards – same as in that portion of Code).
- 5.09.040 re-organized for readability and to avoid “mashed together” factor of initial draft.
- 5.09.040(B): Inspections by discretion so have flexibility to do so when needed, but not required (so as not to overburden staff).
- 5.09.040(C): Updated and revised to allow details to be in Fire Safety Plan regulations – more flexibility over time than having all spelled out in ordinance.
- 5.09.040(F): Added “Fire Safety Plan” requirement and that such Plan must be posted on site after approval.
- 5.09.040(G): High Occupancy STR provision simplified and pulled within overall section (instead of separate).
- 5.09.050: Revised to reflect enforcement flexibility and to simplify.

During the November 18<sup>th</sup> City Council meeting, city staff provided an overview of the draft ordinance for short-term rental ordinance based upon state law and examples from the cities of McCall and Sandpoint.



In 2017, the Idaho Legislature adopted legislation that sets forth limitations on the ability of counties and cities to regulate STRs. Most particularly, this legislation, now Idaho Code §67-6539, prevents a city from prohibiting STRs.

*Idaho Code §67-6539*

*67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto. (2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.*

IC 67-6539 makes clear that the City cannot outright prohibit STRs within city limits. Less defined is what amount of regulation would be proscribed as constituting a “practical effect of prohibiting” STRs. To date, there has not been further legislation or judicial analysis clarifying where the boundaries might be drawn on such regulation.

Additionally, IC 67-6539 makes clear that STRs are to be generally treated as a residential land use for zoning purposes. This means that STRs cannot be regulated by limiting them only to areas of non-residential zoning (one of the more popular approaches in the early days of STRs).

As the Council reviews options for potential STR regulations, the key finding that should be considered is how the regulations are “necessary to safeguard the public health, safety and general welfare ...” including how to “protect the integrity of residential neighborhoods.” IC 67-6539.

Two Idaho cities that have been at the forefront of STR regulations after the adoption of IC 67-6539 are the City of McCall and the City of Sandpoint. Both cities have generally adopted a permit/license process as the procedural mechanism for STR regulations.

*City of Sandpoint Key Provisions:*

- STR permit required, tied to LOT to ensure collection of LOT
- Definition of STR that explicitly states that temporary shelters (such as RVs, tents) are to be used as an STR
- In residential zones, two-night minimum stay and only one STR per parcel
- Maximum of 35 non-owner occupied STRs across all residential zones within the City, with exceptions for STRs approved within PUDs or multi-unit developments meeting certain standards (primarily tied to proximity to tourism areas)
- Permits only valid for one year and tied to specific property owner (not tied to property itself)
- Inspection required for permit to verify certain health/safety standards
- Local representative/contact required
- Infraction-based enforcement policy

*City of McCall Key Provisions:*

- Permit/business license required, tied to LOT permit to ensure collection of LOT
- Conditional use permit approach for any STR with occupancy of 20+ guests. CUP addresses factors such as parking, access, noise, neighborhood impacts, and health and safety
- Room occupancy limits on all STRs

- Noise and health/safety requirements, including posting of such on premises
- Identification and provision of contact information for a property manager

Sustainability Impact

No direct impact.

Financial Impact

Staff has recommended a fee structure to properly recapture administrative costs associated with the program.

Attachments

1. Ordinance #1230

**CITY OF KETCHUM  
ORDINANCE 1230**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ADDING A NEW CHAPTER 9 OF TITLE 5 OF KETCHUM MUNICIPAL CODE ENTITLED SHORT-TERM RENTAL PERMITS; PROVIDING A PURPOSE; DEFINING KEY TERMS; ESTABLISHING PERMIT REQUIREMENTS TO OPERATE A SHORT-TERM RENTAL; CREATING STANDARDS TO OBTAIN A SHORT-TERM RENTAL PERMIT; PROVIDING FOR VIOLATIONS, AND ENFORCEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Recitals:**

- A. The City is authorized to exercise its powers to “maintain the peace, good environment and welfare.” Idaho Code §§50-301 and 50-302(a).
- B. The City is authorized to “implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate.” Idaho Code §67-6539.
- C. The significant growth of short-term rentals within the City has created a need for reasonable regulations so as to protect the health, safety, and welfare of short-term rental guests, as well as neighboring property and the public.
- D. A permitting system provides a reasonable regulatory approach to seek to balance the operation of short-term rentals with the health, safety, and welfare impacts upon guests, neighbors, and the public.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Ketchum, Blaine County, Idaho:

**SECTION 1:** That a new Chapter 5.09 of Title 5 of the Ketchum City Code is created to read as follows:

Chapter 5.09  
SHORT-TERM RENTAL PERMITS

- 5.09.010: Purpose
- 5.09.020: Definitions
- 5.09.030: Permit Required
- 5.09.040: Permit Standards
- 5.09.050: Violations and Enforcement

**5.09.010: Purpose:** Short-term rentals provide additional tourism opportunities and economic impacts, but also increased impacts on guests, neighbors, and the public. The purpose of this chapter is to provide the City with reasonable regulatory procedures to protect the health, safety and welfare of short-term rental guests, neighboring residents, and the public. These regulations are further intended to protect the integrity of neighborhoods in which short-term rentals operate.

**5.09.020: Definitions:**

**LOCAL REPRESENTATIVE:** An area property manager, owner, resident, or agent who is readily available to respond to guest and neighborhood or City questions or concerns.

**RESIDENT:** The person or entity that holds legal and/or equitable title (Owner) or lease rights (Renter) to the private property.

**RESIDENT-OCCUPIED:** Where the Resident of a dwelling unit resides on the parcel for a minimum of six (6) months out of a calendar year. Homeowner-occupied tax-exempt status may be considered to be proof of resident-occupied status for the purposes of this chapter. A lease with a minimum term of six months, or affidavit of such lease, signed by Owner and Renter is considered proof of Resident-Occupied status with a renter under this definition.

**SALE/TRANSFER:** Any change of Resident, whether for consideration or not, during the term of the permit.

**SHORT-TERM RENTAL (STR):** Any individually or collectively owned single-family house or dwelling unit or any unit or group of units in a condominium, cooperative or timeshare, or Resident-occupied residential home that is offered for a fee and for thirty (30) days or less.<sup>1</sup>

**5.09.30 : Permit Required.**

- A. Permit Required: No person shall operate or manage, or offer or negotiate to use, lease or rent a dwelling unit for Short-Term Rental occupancy within the City without first obtaining and maintaining a Short-Term Rental (STR) Permit.
- B. Permit Application: The City shall prepare and make available an application form for a STR Permit reflecting appropriate information, standards compliance, and fee as may be established in the City’s fee schedule.
- C. Permit Term: A STR Permit shall be valid for a period of one year from issuance and may be annually renewed. A permit shall expire upon end of its one-year term or upon a sale/transfer of the property.
- D. Permit Applicability: A permit shall be applicable to the designated dwelling unit to be used as a STR. The permit shall be issued to and in the name of the Resident; and a change in Resident, such as by sale/transfer, shall require a new permit. If the proposed Permittee is a Renter, then consent of the Owner must be provided.
- E. Compliance Responsibility: A Permittee may act through an agent or property manager, but the Permittee shall remain responsible for compliance with these provisions.
- F. Occupancy Tax: STRs must comply with the requirements of Ketchum Municipal Code 3.12.030, Imposition and Rate of Certain Nonproperty Sales Taxes.
- G. Existing STRs: Short-Term Rentals in existence prior to the effective date of this ordinance shall be provided a grace period of ninety (90) days in which to obtain a permit according to the standards of this chapter.
- H. Residential Zones: Within residential zones, Short-Term Rentals shall have a minimum two (2) night stay and shall be limited to one Short-Term Rental per parcel.

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<sup>1</sup> IC 63-1803(4).

- I. STRs are not permitted in Light Industrial (LI) zones. STRs are limited and restricted in the same manner as any other rental in the Avalanche Zone District per Ketchum Municipal Code 17.92.010.

**5.09.40 : Permit Standards.**

- A. Declaration of Compliance. At the time of application for a new or renewal Short-Term Rental permit, the applicant shall submit an affidavit affirming compliance with City standards along with completing a City provided self-inspection checklist.
- B. Inspection. The City may require an inspection to verify compliance with standards upon application, upon complaint of non-compliance, or in relation to other permit enforcement action.
- C. Minimum Standards. The minimum standards required for all Short-Term Rental dwelling units, are set forth below. These standards are intended to protect that the use of a dwelling unit as a STR does not generally have greater impacts than would be created by long term occupancy of the dwelling unit. The City retains the ability to add to requirements as necessary, as will be stated on the permit application, to provide for the health, safety, and general welfare of the community and for STR guests.
  1. Windows. Bedroom windows shall be operable to allow for emergency egress in accordance with the most recent building and fire codes as adopted and amended by the City.
  2. Smoke Alarms. Single or multiple-station smoke alarms shall be installed and maintained in accordance with manufacturers specification and an approved Fire Safety Plan.
  3. Carbon Monoxide Detectors: A CO detector is required on each floor if there is a garage, solid fuel appliance, or gas appliance, and as otherwise required in an approved Fire Safety Plan.
  4. Fire Extinguishers: One 2A:10BC type fire extinguisher shall be equipped per floor, and as otherwise required in an approved Fire Safety Plan. Fire extinguisher(s) shall be mounted in visible locations with the tops of the fire extinguishers mounted between three feet (3') and five feet (5') above the floor, and to be accessible to occupants at all times.
  5. Parking. Improved surface areas on the site shall be the minimum necessary to provide adequate parking for the occupancy.
  6. Access. The access and ingress to the site shall maintain safe conditions for pedestrians and vehicles and shall be adequately sized and designed so that access to other properties is not impacted or unsafe conditions on public streets created.
  7. Noise. Loud music, outdoor activities or any other source of noise that can be heard beyond the perimeter of the STR premises shall not be generated during the hours of 10:00 p.m. to 8:00 a.m. the following day.
  8. Exterior Changes: No exterior changes shall be made to the structures or site conditions that would eliminate its appearance or use as a dwelling unit for long term residency.

- D. Local Representative. Each STR shall designate and list a local representative who resides within twenty (20) vehicular miles of the city limits.
1. The local representative must be able to be responsive in a timely manner to City attempts to contact and address concerns. If the City is not able to contact the local representative in a timely manner more than twice during the term of the permit, this shall be considered a violation of this chapter.
  2. The permit holder may change the designated local representative by filing an application amendment with the City. Failure to notify the City of a change in local representative will constitute a violation of this chapter.
  3. As a condition of permit, the City may require that property owners and/or residents within two hundred feet (200') of the dwelling be provided with the name and telephone number of the owner or the local representative. The permit holder shall provide documentation to the City of this notification and list of the owners and/or residents contacted.
- E. Permit Posting. The STR Permit shall be posted within the dwelling unit adjacent to the front door. At a minimum, the permit will contain the following information:
1. The name of the local representative and a telephone number where the representative may be reached;
  2. The name of the Permittee and a telephone number where the Permittee may be reached;
  3. The telephone number and website address of the City of Ketchum;
  4. The maximum number of occupants permitted to stay in the dwelling unit;
  5. The solid waste and recycling collection day;
  6. City snowplowing and parking regulations.
- F. Fire Safety Plan. An applicant must submit a Fire Safety Plan, which must be reviewed and approved by the Fire Department as part of the Permit. The Fire Safety Plan must be posted on site with the Permit.
- G. High Occupancy STR Permit. A STR permit with a proposed occupancy of 20 or more guests shall require a conditional use permit that complies with the general standards and findings for approval of a conditional use permit as set forth in Title 17 and the standards for all Short-Term Rentals set forth in this Chapter. A High Occupancy STR permit shall have additional on-site permit posting requirements to further notify guests of the applicable conditions of approval that may be imposed in the conditional use permit process.

**5.09.50 : Violations and Enforcement:**

The following conduct shall constitute a violation for which the penalties and sanctions specified in this section may be imposed:

- A. Violations:
- a. The occupants of the dwelling have created noise, disturbances, or nuisances, in violation of City Code.

- b. Violations of law pertaining to the consumption of alcohol or the use of illegal drugs.
  - c. The Permittee or local representative has failed to comply with the standards and/or requirements of this chapter.
- B. Penalties:
- a. For the first two (2) violations within a twelve (12) month period, the sanction shall be a warning notice.
  - b. For the third violation within a twelve (12) month period, the sanction shall be a revocation of the permit.
  - c. Additional penalties as may be provided for by the specific violation in other sections of City Code shall remain applicable.
  - d. These penalties are within the enforcement discretion of the City and may be relaxed or heightened depending upon specific circumstances.
- C. Written Notice: The City shall provide the permit holder with a written notice of any violation of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.
- D. Appeal of Suspension or Revocation: Pursuant to this section, the City shall provide the permit holder with a written notice of the permit suspension or revocation and the reasons. The permit holder may appeal the suspension or revocation under the same process as an administrative appeal under Ketchum Municipal Code 17.144.
- E. Application for Permit After Revocation: A Permittee who has had a STR Permit revoked shall not be permitted to apply for a subsequent STR Permit for the same dwelling unit for a period of one year from the date of revocation.
- F. Infraction: Unless otherwise provided, any person who shall commence or continue to operate a Short-Term Rental for which a permit is required without first procuring the permit shall be deemed guilty of an infraction and subject to a fine of one hundred dollars (\$100.00). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- G. Advertisement of Short-Term Rental: An advertisement or communication promoting the availability of a STR property in violation of this Code is prima facie evidence of a violation and may be grounds for further enforcement.

**SECTION 3: REPEALER.** All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

**SECTION 4: SAVINGS AND SEVERABILITY.** It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5: EFFECTIVE DATE.** This ordinance shall be in full force and effect as of April 1, 2022, after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED BY THE MAYOR of Ketchum, Idaho this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Neil Bradshaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Tara Fenwick, City Clerk





City of Ketchum  
Planning & Building

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Ordinance 1232, an Amendment to the City of Ketchum Official District Zoning Map to Change Lot 3 of the Mortgage Row Subdivision from Limited Residential – One Acre (LR-1) to Limited Residential (LR)**

Recommendation and Summary

Staff recommends the City Council conduct a public hearing and conduct first reading by title only of Ordinance 1232, an amendment to the Official District Zoning Map for the City of Ketchum.

Proposed Motion: “I move to approve first reading by title only of Ordinance 1232 to amend the Official District Zoning Map, changing Lot 3 of the Mortgage Row Subdivision from (LR-1) Limited Residential – One Acre to Limited Residential, to (LR) Limited Residential.”

Reason for Recommendation:

- The Planning and Zoning Commission (the “Commission”) held a public hearing on December 14, 2021, considered information provided by staff and considered public comment on the application.
- The Commission unanimously recommended approval of the amendment request to the City Council, finding that the map amendment is in conformance with the 2014 Ketchum Comprehensive Plan.

Introduction and Background

Based on analysis of the surrounding area and evaluation of the request against the 2014 Ketchum Comprehensive Plan goals, policies, objectives, and Future Land Use Map (FLUM), staff believes the request meets the comprehensive plan and is supportive of the requested rezone. In the staff report below, staff provides an overview of the history of the Mortgage Row Subdivision, existing conditions of the area, and discussion of conformance with the comprehensive plan. As mentioned above, the Commission heard the request at their regular meeting on December 14, 2021, and recommended approval of the amendment following limited discussion. The staff report and analysis of the request is included in Attachment B.

This is the first reading of Ordinance 1232, included as Attachment A. Unless subsequent readings are waived at the discretion of the City Council, the second and third readings will be scheduled for the next two meetings of the City Council.

The Applicant is requesting to rezone Lot 3 of the Mortgage Row Subdivision, located at 104 Neils Way (the “subject property”) to Limited Residential (LR). The subject property is currently zoned Limited Residential – One Acre (LR-1) and includes an existing single family dwelling unit built in 1950 and a detached garage. The property owner currently owns and resides at the adjacent property, 106 Neils Way. As described in the cover letter included in Attachment C, the applicant intends to demolish the existing dwelling unit on the subject property and build a new single family dwelling unit designed to meet accessibility needs with a detached garage including a shop, accessory dwelling unit, and personal art studio.

The Mortgage Row Subdivision was annexed into the City of Ketchum from unincorporated Blaine County in 1993. At that time, the lots were assigned the zoning designation of Limited Residential One Acre (LR-1). The Mortgage Row Subdivision is primarily comprised of single-family dwellings, however there are some multi-family and commercial uses including a retail store and gas station, auto-related uses, and commercial storage. Lots in the subdivision range in size from +/- 12,000 to 35,000 sq ft.

At the time of annexation, all lots were non-conforming due to lot size and some lots contained non-conforming structures due to setback requirements from Highway 75. Over time, the area

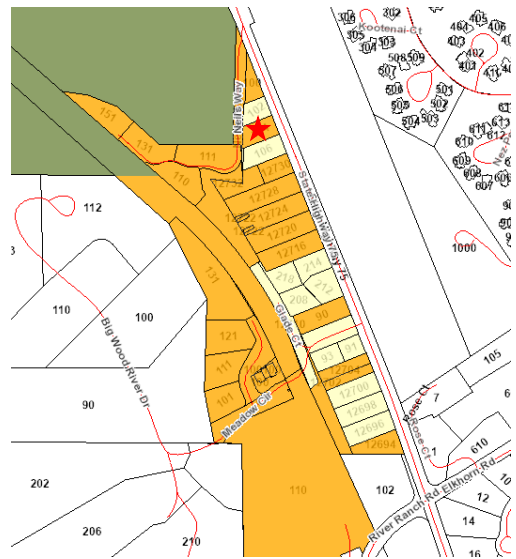


Figure 1: Mortgage Row Area Zone District Map

has seen some subdivision of property and amendments to the zone district map. Figure 1 to the right shows the current zone district map of the Mortgage Row area. Orange indicates properties zoned LR-1, and yellow indicates properties zoned LR. The subject property is on the northern end of the area and notated by a red star. As shown in the figure, the properties on either side of the subject property are zoned LR as are other lots fronting Highway 75.

### Analysis

The analysis of the request is included in the December 14, 2021 Planning and Zoning Commission staff report (Attachment B).

### Planning Commission Action

At their regular meeting on December 14, 2021, the commission held a public hearing to review information provided by staff, hear remarks from the applicant, and hear public comment. Although no public comment was provided during the hearing, there were to letters of support

for the application from neighbors included in the packet materials. The Commission acknowledged that although the request was an up zone of the property, the requested zone district of LR is still compatible with the comprehensive plan and contextually appropriate with the area. The Commission also acknowledged that the requested zone district would provide additional design flexibility and may facilitate the construction of a new accessory dwelling unit. Following deliberations, the Commission voted unanimously to recommend approval of the request to City Council.

#### Sustainability

The approval of Ordinance 1231 does not inhibit the City's ability to achieve the goals of the 2020 Ketchum Sustainability Action Plan.

#### Financial Impact

No financial resources from the City of Ketchum are required for this request.

#### Attachments

- A. Ordinance 1232
- B. December 14, 2021 Planning and Zoning Commission Staff Report
- C. Application Materials

# Attachment A: Ordinance 1232

**ORDINANCE NO. 1232**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF LOT 3 OF THE MORTGAGE ROW SUBDIVISION FROM LIMITED RESIDENTIAL – ONE ACRE ZONING (LR-1) TO LIMITED RESIDENTIAL (LR) ZONING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Ketchum is authorized to amend the District Zoning Map pursuant to Idaho Code § 67-6511; and

WHEREAS, pursuant to Ketchum City Code §17.152.030, the applicant initiated a request to amend the District Zoning Map to rezone Lot 3 of the Mortgage Row Subdivision from the Limited Residential One Acre (LR-1) Zoning District to the General Residential Low Density (GR-L) Zoning District; and

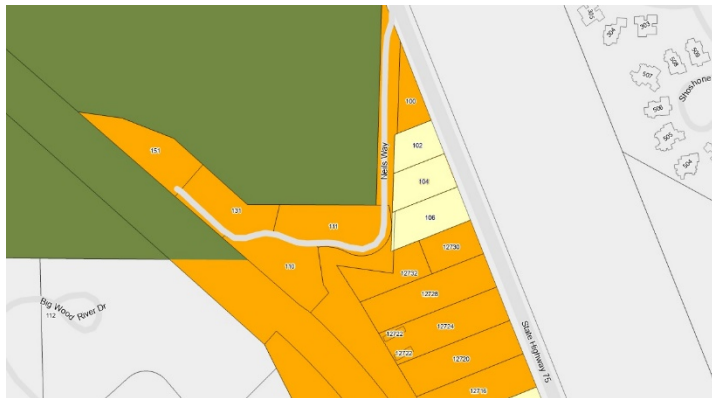
WHEREAS, on December 14, 2021, the Planning and Zoning Commission held a public hearing, considered information presented by staff and the applicant, and unanimously made a recommendation of approval to the City Council of the request to amend the District Zoning Map; and

WHEREAS, the City Council, having considered the recommendation of the Planning and Zoning Commission and any comments from the public at a public hearing on January 18, 2022, determined that the requested rezone from LR-1 to LR is in conformance with the 2014 Ketchum Comprehensive Plan and approved the amendment to the District Zoning Map:

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

**Section 1: AMENDMENT TO DISTRICT ZONING MAP:**

Lot 3 of the Mortgage Row Subdivision shall be changed from Limited Residential – One Acre (LR-1) Zoning District to Limited Residential (LR) and the following map amendment shall be made to the District Zoning Map:



- Zoning**
- Zoning Districts**
- AF Agricultural & Forestry
  - CC Community Core (See Inset)
  - GR-H General Residential High Density
  - GR-L General Residential Low Density
  - LI-1 Light Industrial 1
  - LI-2 Light Industrial 2
  - LI-3 Light Industrial 3
  - LR Limited Residential
  - LR-1 Limited Residential 1 Ac.
  - LR-2 Limited Residential 2 Ac.
  - RU Recreation Use
  - STO-1 Short Term Occupancy 1 Ac
  - STO-4 Short Term Occupancy .4 Ac
  - STO-H Short Term Occupancy High Density
  - T Tourist
  - T-3000 Tourist 3000
  - T-4000 Tourist 4000

**Section 2. REPEALER CLAUSE.** All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

**Section 3. SAVINGS AND SEVERABILITY CLAUSE.** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. PUBLICATION.** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit A, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

APPROVED:

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

**EXHIBIT A: PUBLICATION SUMMARY**

**ORDINANCE NO. 1232**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM DISTRICT ZONING MAP TO CHANGE THE ZONING OF LOT 3 OF THE MORTGAGE ROW SUBDIVISION FROM LIMITED RESIDENTIAL – ONE ACRE ZONING (LR-1) TO LIMITED RESIDENTIAL (LR) ZONING; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.**

A summary of the principal provisions of Ordinance No. 1232 of the City of Ketchum, Blaine County, Idaho, adopted on \_\_\_\_\_ 2022, is as follows:

- SECTION 1.** Amends the Ketchum District Zoning Map to change Lot 3 of the Mortgage Row Subdivision from Limited Residential – One Acre (LR-1) Zoning District to Limited Residential (LR).
- SECTION 2.** Provides a repealer clause.
- SECTION 3.** Provides a savings and severability clause.
- SECTION 4.** Provides for publication of this Ordinance by Summary.
- SECTION 5.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk’s Office, Ketchum City Hall, 191 5<sup>th</sup> Street West, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

ATTEST:

APPROVED:

\_\_\_\_\_  
Tara Fenwick, City Clerk

\_\_\_\_\_  
Neil Bradshaw, Mayor

Attachment B:  
December 14, 2021  
P&Z Commission  
Staff Report





City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF DECEMBER 14, 2021

- PROJECT:** 104 Neils Way Rezone
- FILE NUMBER:** P21-057
- APPLICATION TYPE:** Amendment to the Official Zone District Map (Rezone)
- REPRESENTATIVE:** Mark Reitingger (Owner)
- PROPERTY OWNER:** Mark Reitingger
- REQUEST:** Request for a zoning map amendment to change the applicable zone district of 104 Neils Way from Limited Residential – One Acre (LR-1) to Limited Residential (LR).
- LOCATION:** 104 Neils Way – Lot 3, Mortgage Row Subdivision
- ZONING:** Limited Residential – One Acre (LR-1)
- REVIEWER:** Morgan R. Landers, AICP – Senior Planner
- NOTICE:** A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on November 24, 2021. The public hearing notice was published in the Idaho Mountain Express and the city’s website on November 24, 2021. A notice was posted on the project site on November 24, 2021.

**SUMMARY**

The Applicant is requesting to rezone Lot 3 of the Mortgage Row Subdivision, located at 104 Neils Way (the “subject property”) to Limited Residential (LR). The subject property is currently zoned Limited Residential – One Acre (LR-1) and includes an existing single family dwelling unit built in 1950 and a detached garage. The property owner currently owns and resides part time at the adjacent property, 106 Neils Way. As described in the cover letter included in Attachment A, the applicant intends to demolish the existing dwelling unit on the subject property and build a new single family dwelling unit designed to meet accessibility needs with a detached garage including a shop, accessory dwelling unit, and personal art studio.

Based on analysis of the surrounding area and evaluation of the request against the 2014 Ketchum Comprehensive Plan goals, policies, objectives, and Future Land Use Map (FLUM), staff believes the request meets the comprehensive plan and is supportive of the requested rezone. In the staff report below, staff provides an overview of the history of the Mortgage Row Subdivision, existing conditions of the area, and discussion of conformance with the comprehensive plan.

**BACKGROUND**

The City of Ketchum received the application for amendment to the zone district map on June 22, 2021. The application was deemed complete on October 14, 2021, after one review for completeness. As outlined above,

the application has been properly noticed per the requirements of the Ketchum Municipal Code Chapter 17.152 – *Amendment and Reclassification*.

The Mortgage Row Subdivision was annexed into the City of Ketchum from unincorporated Blaine County in 1993. At that time, the lots were assigned the zoning designation of Limited Residential One Acre (LR-1). The Mortgage Row Subdivision is primarily comprised of single-family dwellings, however there are some multi-family and commercial uses including a retail store and gas station, auto-related uses, and commercial storage. Lots in the subdivision range in size from +/- 12,000 to 35,000 sq ft.

At the time of annexation, all lots were non-conforming due to lot size and some lots contained non-conforming structures due to setback requirements from Highway 75. Over time, the area has seen some subdivision of property and amendments to the zone district map. Figure 1 to the right shows the current zone district map of the Mortgage Row area. Orange indicates properties zoned LR-1, and yellow indicates properties zoned LR. The subject property is on the northern end of the area and notated by a red star. As shown in the figure, the properties on either side of the subject property are zoned LR as are other lots fronting Highway 75.

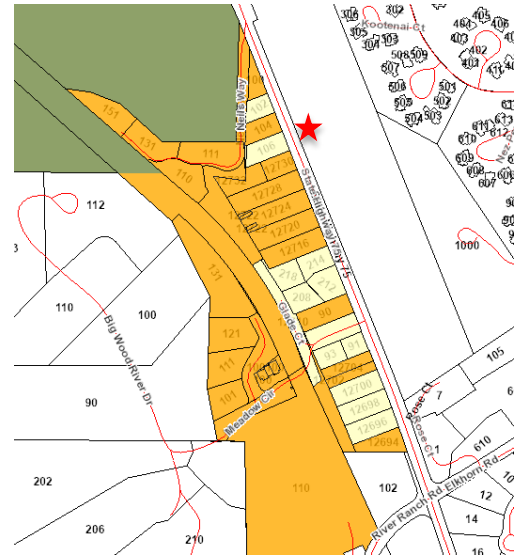


Figure 1: Mortgage Row Area Zone District Map

### ANALYSIS

According to Idaho Statute, the city should consult the adopted comprehensive plan when considering amendments to the zoning ordinance and official zoning map. The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. Amendments to the zoning ordinance, including amendments to the zone district map, require a public hearing with both the Planning and Zoning Commission and City Council for approval. To evaluate the rezone request, staff compared the two zone districts to determine the potential changes facilitated by the rezone and compared those changes to the goals, policies, and Future Land Use Map (CLUM) of the plan. Below is staff’s analysis of each.

#### Zone District Comparison

The permitted uses in the LR and LR-1 zone districts are identical. The substantive changes between the two districts are in the dimensional limitations. On the following page is a table outlining the difference between the two zone districts. All dimensional limitations are the same except for lot area, lot width, setbacks from Highway 75, and maximum building coverage.

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**Table 1: Zone District Comparison Chart**

	<b>Existing Zone District:</b> Limited Residential One Acre (LR-1)	<b>Requested Zone District:</b> Limited Residential (LR)
Minimum Lot Size	1 acre	9,000 sq ft
Average Width of Lot	100 ft	80 ft
HWY 75 Setbacks	80 ft	Where the street width is 66 ft, all buildings shall be set back a minimum of 32 ft. Where the street width is 80 ft, all buildings shall be set back a minimum of 25 ft.
Front Setback	15'	15'
Side Setback	> of 1' for every 2' in building height, or 10'	> of 1' for every 2' in building height, or 10'
Rear Setback	20'	20'
Maximum Building Coverage	25%	35%
Building Height	35'	35'

Dimensional limitations serve to manage the location and size of buildings on a piece of property. In general, the LR zone district is less restrictive than LR-1. The change would allow for a greater buildable area with a larger amount of square footage permitted. Below is a discussion of potential outcomes of the rezone based on changes in dimensional limitations:

- Minimum lot area and minimum lot width – No change anticipated - although the minimum lot area would decrease from one acre to 9,000 square feet, further subdivision of the property would not be permitted. The minimum lot width in the LR zone is 80 feet and the width of the subject property is 100 feet. A minimum width of 160 feet would be needed to subdivide the property into two lots. As discussed earlier in the staff report, the applicant owns the subject property and the adjacent lot to the south. Lot consolidation is a potential, however, that potential exists with the current zoning and would not change with the requested rezone.
- Maximum Building Coverage – change anticipated – The total lot area is 17,380 square feet. Under the current zoning, a total of 4,345 square feet of lot coverage is permitted. If the rezone were approved, 6,083 square feet of lot coverage would be permitted, a 40% increase. Although this is a change, staff believes the change to be minimal as the rezone does not create changes to the permitted building height or side setbacks to adjacent properties. Changes to building height and setbacks would create a greater impact on surrounding properties than an increase in lot coverage.
- Highway 75 setback – change anticipated – Currently, the required setback from Highway 75 is 80 feet. All existing structures on the property are fully within the 80-foot setback, therefore, no additions to the existing structures are permitted as additions would increase the non-conformity of the structures. Reducing the setback to 32 feet could facilitate an addition to the existing structure, however, that is not the stated intent of the applicant. The applicant’s intent is to demolish the existing structures and redevelop the property. Under the current zone district, redevelopment of the property would require structures be placed 80 feet or more from Highway 75. Under the requested zoning, structures could be placed 32 feet from Highway 75, increasing the amount of buildable area on the site and decreasing the distance from Highway 75 to structures. Although this may seem a large concession, most properties along Highway 75 in this area are within the 80-foot setback. For example, the structures existing on the subject property are set back approximately 35 feet. To the north and south, there are only three properties along Highway 75 that meet the 80-foot setback requirement. Therefore,

redevelopment of the property under the LR zone district would not result in a development pattern out of character or scale for this neighborhood.

In summary, although redevelopment of the property will look much different from what exists on the property today, the difference between what is currently permitted and what would be permitted under the requested zone district is minimal.

#### *Conformance with the Comprehensive Plan*

The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014. The plan outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a FLUM that identifies possible future land uses for properties to achieve desirable land use patterns for the city. To support an application for rezone, staff must determine that the rezone forwards the goals and objectives of the Comprehensive Plan and aligns with the future vision for the property as designated in the FLUM.

The plan has limited references to the Mortgage Row neighborhood other than callouts in the buildout analysis, however, the plan includes goals and policies in Chapter 3: *Housing* and Chapter 4: *Community Design and Neighborhoods* that relate to the proposed application.

- *Chapter 3: Housing* - Policy H-1.5 Accessory Dwelling Units - The community will continue to support and encourage construction of accessory dwelling units within residential areas as a means to provide affordable housing.
  - Accessory dwelling units are a permitted accessory use in both the current and requested zone districts. However, the current setback requirement of 80 feet from Highway 75 limits the area that new structures can be located. A reduced setback from Highway 75 would provide for more design flexibility to accommodate an accessory dwelling unit on the property.
- *Chapter 3: Housing* - Policy H-3.3 Housing Designs and Floor Plans for an Aging and Special Needs Populations - The City should encourage new housing units and the retrofit of existing units, with basic accessibility features, such as zero-step entrances, doorways with wider clear passage, and first-floor bedrooms and bathrooms with maneuvering room for people with mobility limitations.
  - The applicant has indicated that a change in the zoning would allow for more design flexibility to accommodate a new home that meets their accessibility needs. Residences desirable for an aging population often utilize a ranch style type of design, one story that occupies a larger footprint on the property. Due to the large size of the lot, staff believes that redevelopment of the property with the desired outcomes is possible under the current zone district, but the requested zone district allows for more design flexibility for a variety of potential floor plans and layout of the property with primary and accessory uses.
- *Chapter 4: Community Design and Neighborhoods* - Policy CD-1.3 Compatible Infill and Redevelopment Projects Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style.
  - As discussed in the comparison of the zone districts, the zone change would not result in a development pattern out of context with the surrounding neighborhood as many of the properties have reduced setbacks to Highway 75 with the same or similar limitations on building height, side setbacks and lot coverage.
- *Chapter 4: Community Design and Neighborhoods* - Policy CD-3.2 Transitional Residential Development Compatible with the Rural Landscape - Transitional residential areas at the fringe of the city or within the Area of City Impact should include rural design elements or be clustered to maintain the rural landscape.
  - The change of zone district does not increase the density of the property or change the intensity of the use above what is permitted today. The Mortgage Row area is a transitional residential area

indicative of large lots with single family dwelling units and detached garages. The area as a whole is a cluster of residential development surrounded by Weyyakin Ranch to the east, Reinheimer Ranch to the north, and large lot residential to the west. A change in the zone district for this property maintains the rural landscape of the area and does not impact the role the neighborhood plays as a transitional residential development area south of town.

The FLUM of the Plan designates the entirety of Mortgage Row Subdivision as “Medium Density Residential”. Primary uses in the Medium Density Residential area include a broad variety of residential types, including “single-family residences, duplexes, and other attached-unit types”. Secondary uses include supporting and complementary uses to residential development, such as accessory dwelling units, community gardens, open space and recreation, schools, places of worship, and other public uses. Senior housing facilities are also listed as an appropriate secondary use within this area. The plan identifies West Ketchum and the Warm Springs neighborhoods as good examples of medium density residential. Those neighborhoods are a mix of single-family and multi-family uses with a higher overall density than what exists in the Mortgage Row neighborhood today. Although the requested zone district does not permit multi-family dwelling units, it allows for a larger buildable area of the site and an increase in lot coverage that may facilitate the redevelopment of the property with a primary dwelling unit and accessory dwelling unit that may be challenging to realize under the current zone district.

### **CONCLUSION**

Based on the analysis above, staff believes that the rezone of the property does not constitute a substantial change from what is permitted today, is compatible with the surrounding neighborhood, and aligns with the goals, policies and FLUM of the comprehensive plan.

### **STAFF RECOMMENDATION**

Staff recommends **approval** of the amendment of the zone district map, changing the applicable zone district of the subject property from LR-1 to LR.

### **RECOMMENDED MOTION**

“I move to recommend approval of the application for an amendment to the zone district map, amending the applicable zone district for the property at 104 Neils Way from Limited Residential – One Acre to Limited Residential.”

### **ATTACHMENTS:**

- A. Application Materials
- B. Public Comment

# Attachment C: Application Materials

## Application for Rezone:

Subject Parcel: Mortgage Row- Lot 3 Ketchum, Idaho  
104 Neil's Way

Owners: Mark & Rebecca Reitingner

### **I. Description of Project:**

Mark & Rebecca Reitingner purchased Lot 3 in the Mortgage Row Subdivision five years ago with the intent to build a new residence that is more suitable for aging in place. The existing zoning will not allow a big enough building envelope for a new home to be constructed.

Lot 3 is currently zoned LR-1, although the existing log home is 36' from the Hwy 75 property line making it a non-conforming LR-1 lot with this current zone setback is 80'. With Hwy 75 being a 66' right of way the LR zone would make the setback 32'.

**A brief history of the development of these lots would be insightful.** When the Reitingner's originally purchased lot 4 in the early 2003 the property had city water and a failing septic system. All four of the North Mortgage Row lots access was off of the Hwy. 75. The City of Ketchum was in the process of extending the sewer line on Neil's Way to provide city sewer services for the North end of Mortgage Row Subdivision located in the city limits of Ketchum, which we pushed for hard to tie our new house to.

After several meetings with P&Z staff personnel and the Senior Planner at the time, regarding options and choices, the city made it apparent that any future development applications would need to have evidence of a serious attempt to gain primary access off of Neil's Way (at the back of the property) including abandonment of the existing driveway entrance off of Highway 75. While the city considered condemnation of this access they preferred that the Mortgage Row Homeowner's pursue a private access agreement. In the end the neighbors and the city were able to collaborate on an access easement agreement that was finalized for Neil's Way for Lots 1, 2, 3, and 4. This resulted in making the front of existing homes their back.

Once the process of creating the easement began; the Grantee's were required by the Fire Department to provide a turnaround that would meet Fire Department standards since we were adding four more residences to Neil's Way. This turnaround was placed on Lots 3 and 4. With the finalizing of the agreement a final berm plan was submitted to extend the existing Reitingner berm and continue the design along the frontage of Barry Baker's Lot 3 to the North. This permanently closed off these properties access to Highway 75 with a varying height landscape berm. With this ingress and egress for Lots 1-4 changed it is now via Neil's Way.

### **II. Compliance with Ketchum Comprehensive Plan**

The Mortgage Row area has developed with a smattering of uses and appears to have been zoned after many of the existing structures were in place. It appears to have been originally zoned LR-1 with most of the existing structure being out of compliance with the zoning setbacks or uses. We have a smattering of homes, retail, industrial, and commercial businesses to the South. Over the

years several parcels during their development have then gone and switched to a zone that better fits the area and their project with most of these parcels being less than an acre.

Neighboring parcels to the South, starting with Base-Camp Gas & Grocery are zoned and have the following structure setback:

Parcel	Zoning	Comply w/ Zone	Current Hwy 75 Setback	Notes
Lot 11	LR	Yes		<b>Changed from LR-1</b>
Lot 10	LR	Yes		<b>Changed from LR-1</b>
Basecamp Gas & Grocery	LR-1	No	Canopy- ~5'	<b>Non-compliant w/ LR-1 zone setbacks</b>  <b>Owner: David Wiendeland</b>
Dick York Towing	LR-1	No		<b>Behind lot 5- adjacent to back ½ of Lot 4</b>  <b>Owner: David Wiendeland</b>
Lot 5	LR-1	No	67' from Hwy 75	<b>Duplex on lot</b>  <b>Owner: Mary Jane Brown (?)</b>
Lot 4	LR	Yes	104' from Hwy 75	<b>Mark &amp; Rebecca Reitinger</b>
Lot 3	LR-1	No	33'-6" from Hwy 75	<b>Mark &amp; Rebecca Reitinger</b>
Lot 2	LR	Yes	32' from Hwy	<b>Rezoned to LR from LR-1 due to Hwy 75 setback</b>
<b>Lot 1</b>	<b>LR-1</b>	<b>No</b>	<b>3' from Hwy 75</b>	<b>Non-complying on multiple sides due to odd and small size of parcel</b>

The current zoning for Lot 3 is LR-1. The log structure may be demolished in future because of its structural integrity has been diminished over the years. The existing 36' from the property line at Hwy 75. Set back required for a new structure in the LR-1 zone is 80' from Highway 75 and would place the proposed secondary structure towards the front of the existing property along Neil's Way.

The new 'front' of the property on Neil's Way creates some setback and driveway limits based on the need for a Fire Truck turn-around that ended up being placed on our property (lots 3 & 4) on Neil's Way to consummate the easement agreement between the entire Mortgage Row HOA, East of Baldy HOA, and City of Ketchum. Being required to meet the 80' setback from Hwy 75 required by LR-1 zone limits the foot print of our future house placement on site and creates further access difficulties for garage, yard, and driveway because of the limits on the new 'front' of Lot 3.



With a rezone of Lot 3 to LR it would allow a minimum 25' setback and provide a favorable approach to a proposed garage structure. The actual proposed would probably be closer the existing log structure.

There are other positive attributes to rezoning with new set backs. The proposed structure would be more in line with the existing structures in the Mortgage Row subdivision on Hwy 75. We intend for this building to have a timeless feel as if it has always been there. By staying in keeping with the neighboring setbacks this will be better achieved.

The new rezoned setback would also provide better sound buffering from the Highway for the new residence and neighboring properties.

Rezoning from LR-1 to LR seems to allow for the best use of this property and be most in keeping with the development of the area.

### **III. Phasing Plan**

The infrastructure for the Mortgage Row Subdivision, and Lot 3, more specifically is now in place. The septic system was removed/abandoned and hooked to city sewer a year before the Reitinger's purchased this property (Lot 3). The new future structure will facilitate an accessible residence, garage, shop, an Art Studio and ADU. Design and construction will probably occur in 3 to 5 years.

### **IV. Accessory Dwelling Unit**

Our intention is to provide an ADU as per the Comprehensive Plan Chapter 3: Housing:, Goals and Policies H-1.5 to provide affordable housing. We feel very strongly that this is the best way to integrate workers in our Mountain Community.

Both my wife and I lived in various ADU's in Ashland, Oregon as single adults when we were in collage and beginning our careers. These ADUs gave us each a sense of independence and neighborhood connection. As newlyweds' we continued to live in ADU's while we saved and dreamed of owning our own home and future. The planning in Ashland strongly encouraged this kind of affordable housing option creation, and still does. Being immersed in a community through living in ADUs has created lifelong relationships. As part of that community we were mentored and were able to become contributors and give back to our community.

The use of our ADU may vary over time from general rental to Mother In-law suite, to affordable housing for our own employee, or healthcare assistance as we grow older.

Proposed Lot  
rezone Lot 3 104  
Neil's Way

Reitinger Lot's 3 & 4

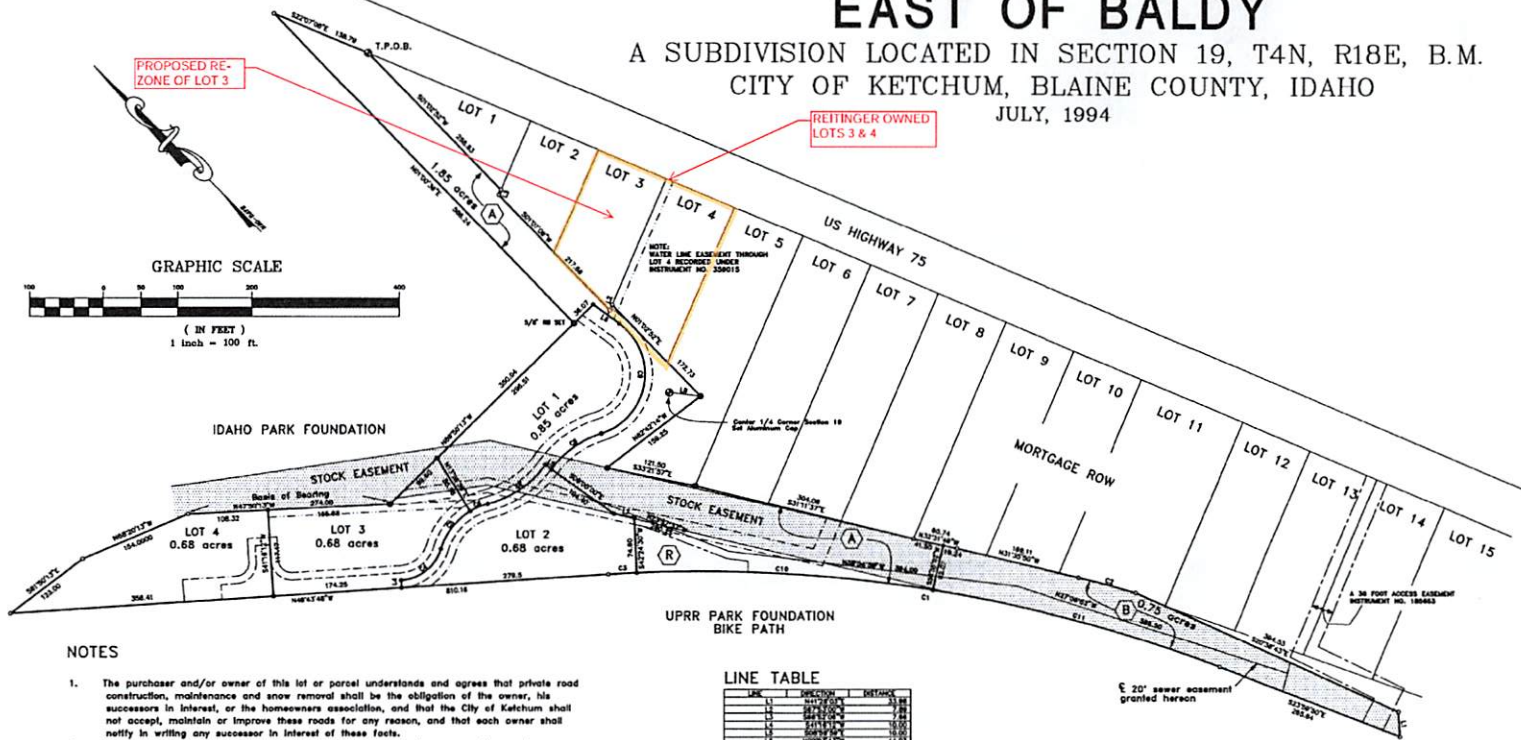


## ZONING & VICINITY MAP

# EAST OF BALDY

A SUBDIVISION LOCATED IN SECTION 19, T4N, R18E, B.M.  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JULY, 1994



**NOTES**

- The purchaser and/or owner of this lot or parcel understands and agrees that private road construction, maintenance and snow removal shall be the obligation of the owner, his successors in interest, or the homeowners association, and that the City of Ketchum shall not accept, maintain or improve these roads for any reason, and that each owner shall notify in writing any successor in interest of these facts.
- An easement is hereby granted on all of Parcel A for mutual access and snow storage.
- A 20 foot wide private road and utility easement shown hereon is hereby granted within Lots 1,2,3 and 4 for the benefit of Lots 1,2,3 and 4, and the City of Ketchum.
- A 10 foot wide snow storage, drainage and utility easement shown hereon is hereby granted within Lots 1,2,3 and 4 for the benefit of Lots 1,2,3 and 4, and the City of Ketchum.
- An easement is hereby granted to the City of Ketchum within all of Parcels A and B, for installation and maintenance of underground utilities, excluding the Recreation Area within Parcel A.
- A 10 foot wide private water line easement is hereby granted within lot 1 for the benefit of Lots 3 and 4 and Parcel A.
- A 20 foot wide utility easement is hereby granted centering on all interior lot lines.
- A 20 foot wide electrical easement is hereby granted within Lots 1,2 and 3 and Parcel B.
- The stock trail shown hereon shall have no structures built thereon and no landscaping or use shall be installed which may interfere with or be damage by livestock. It shall be each property owner's sole responsibility to construct and maintain fencing along the boundary of the livestock trail adequate to prevent any trespass, damage or injury to persons or property from livestock. Each property owner and anyone occupying or visiting their property shall have no claim for damages with regard thereto.
- Uncontrolled fill exists within Lots 1,2,3 and 4. A soils bearing analysis prepared by a licensed engineer is required prior to issuance of a building permit.
- Covenants, conditions and restrictions are filed under instrument Number 369122.
- Maximum building height for each lot is measured from natural grade according Exhibit A, the 1974 Idaho Transportation Department topography map recorded under instrument number 369122.
- A 20 foot wide easement is granted hereon to Intermountain Gas Company for an underground gas line running through this subdivision within the stock easement.

**LINE TABLE**

LINE	BEGINNING	ENDPOINT	DISTANCE
1	281.21	281.21	0.00
2	281.21	281.21	1.00
3	281.21	281.21	1.00
4	281.21	281.21	1.00
5	281.21	281.21	1.00
6	281.21	281.21	1.00
7	281.21	281.21	1.00
8	281.21	281.21	1.00
9	281.21	281.21	1.00
10	281.21	281.21	1.00
11	281.21	281.21	1.00
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84	281.21	281.21	1.00
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93	281.21	281.21	1.00
94	281.21	281.21	1.00
95	281.21	281.21	1.00
96	281.21	281.21	1.00
97	281.21	281.21	1.00
98	281.21	281.21	1.00
99	281.21	281.21	1.00
100	281.21	281.21	1.00

**CURVE TABLE**

CURVE	CHORD	BEARING	LENGTH	WADSWORTH	CHORD	BEARING	DELTA
C1	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C2	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C3	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C4	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C5	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C6	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C7	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C8	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C9	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C10	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C11	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C12	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C13	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C14	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C15	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C16	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C17	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C18	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C19	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C20	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C21	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C22	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C23	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C24	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C25	184.86	84.37	203.81	80.87	184.86	84.37	113.84
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C78	184.86	84.37	203.81	80.87	184.86	84.37	113.84
C79	184.86	84.37	203.81	80.87	184.86	84.37	113.





WEYYAKIN  
SUN VALLEY

REINHEIMER  
RANCH  
KETCHUM

LOT 3  
PROPOSED  
ZONING  
CHANGE FROM  
LR-1 TO LR

104

106

Koptena

E of Baldy Ct

E of Baldy Ct

E of Baldy Ct

E of Baldy Ct

E of Baldy Ct

Google



## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Receive Briefing from Idaho Transportation Department Regarding Highway 75 Improvements (Elkhorn Road to River Street)**

#### Recommendation and Summary

The Idaho Transportation Department (ITD) has been working to complete the preliminary design for roadway and pedestrian improvements to Highway 75 from Elkhorn Road to River Street. The following schedule has been established for the project:

- **2022**
  - Complete preliminary design
  - Host next community input session
  - Continue environmental re-evaluation
  - Begin final design plans
- **2023**
  - Complete environmental re-evaluation
  - Complete final design plans
  - Acquire right-of-way
  - Continue public involvement
- **2025 (Fall)**
  - Begin construction (based on funding)

Staff will review the attached PowerPoint presentation which breaks the project down into three segments. The goal of the presentation is to answer your questions and ensure the city is aligned with the project direction.

#### Sustainability Impact

No direct impact. The project does improve pedestrian and bicycle facilities from Serenade to River Street which should increase alternative mobility choices.

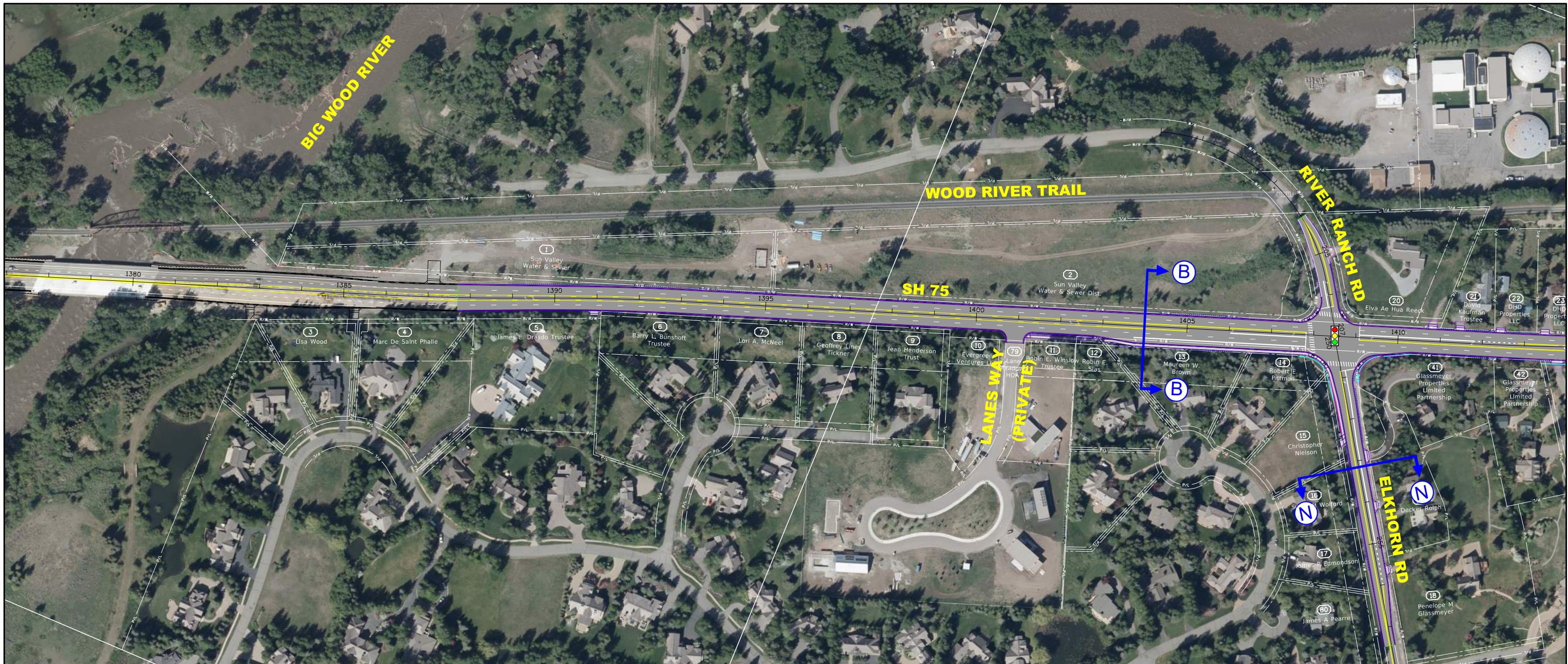
#### Financial Impact

The project is funded via ITD. City staff is evaluating two areas that might require local funding: (1) replace and relocate city water line and (2) underground powerlines from Serenade to River Street.

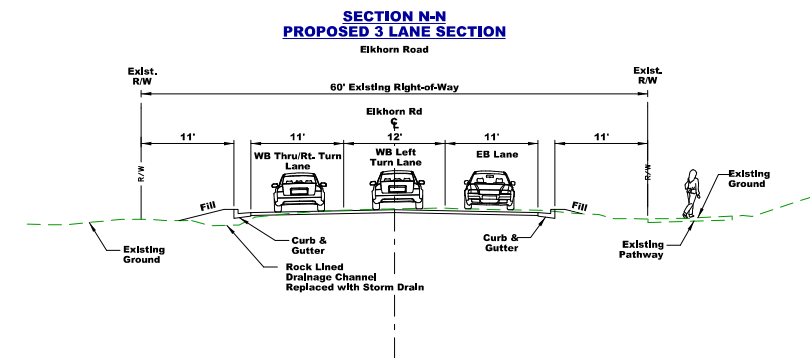
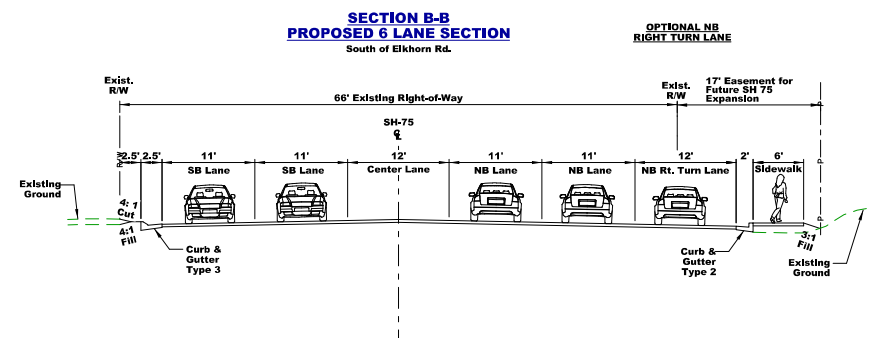
#### Attachments

PowerPoint Presentation

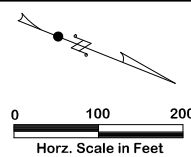




- Legend**
- ▬ New Asphalt Pavement
  - ▬ New Sidewalk
  - ▬ New Curb
  - ▬ New Retaining Wall
  - ▬ New Cut/Fill Slope
  - ▬ New ROW/Easement
  - Signalized intersection



Concept Drawing (Subject to Change)



JANUARY 2022

# SH-75, Elkhorn Rd to River St, Ketchum ITD Project No. A020(033) Key No: 20033

Parametrix

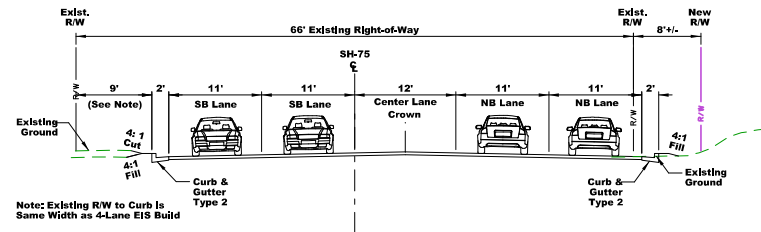




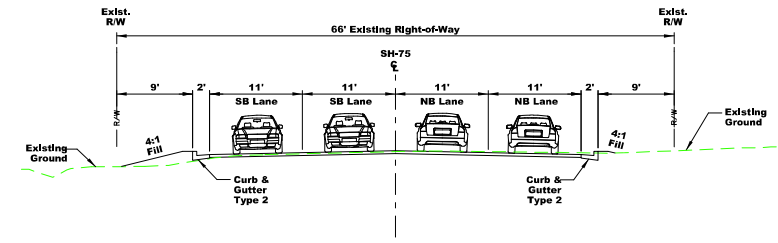


- Legend**
- New Asphalt Pavement
  - New Sidewalk
  - New Curb
  - New Retaining Wall
  - New Cut/Fill Slope
  - New ROW/Easement
  - Signalized Intersection

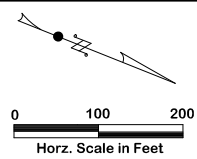
**SECTION P-P  
PROPOSED SHIFTED 5 LANE SECTION**



**SECTION E-E  
PROPOSED 4 LANE SECTION  
Adjacent to Reihelmer Ranch**



Concept Drawing (Subject to Change)



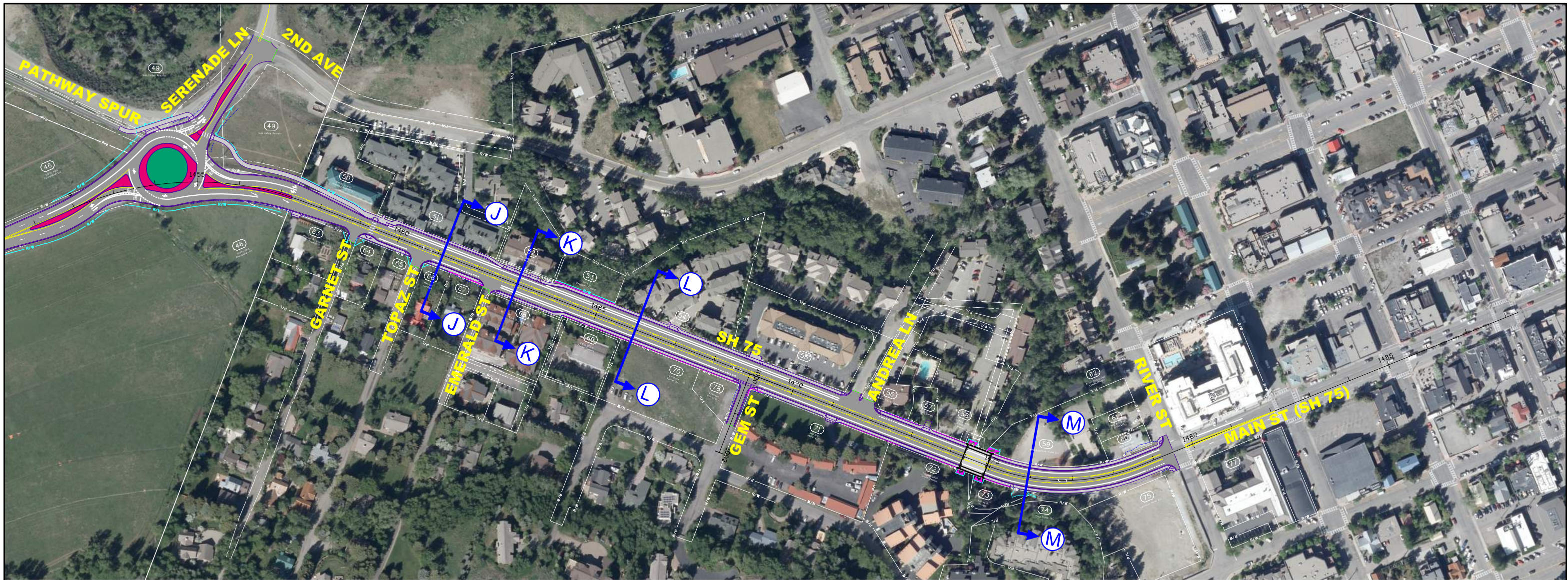
JANUARY 2022

**SH-75, Elkhorn Rd to River St, Ketchum  
ITD Project No. A020(033) Key No: 20033**

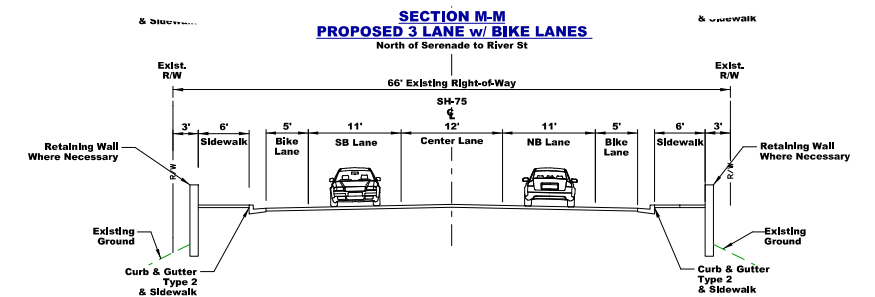
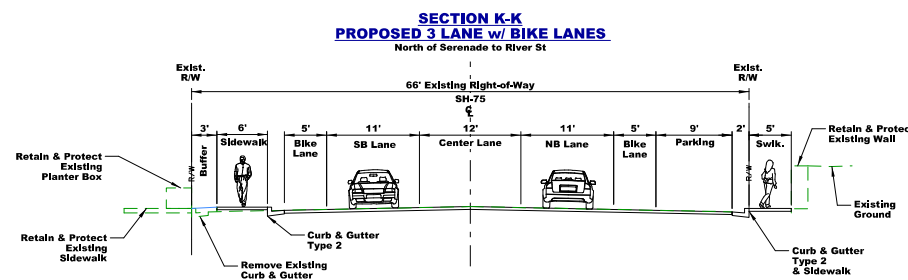
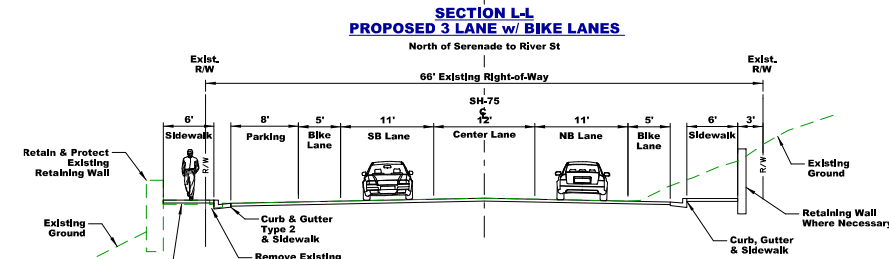
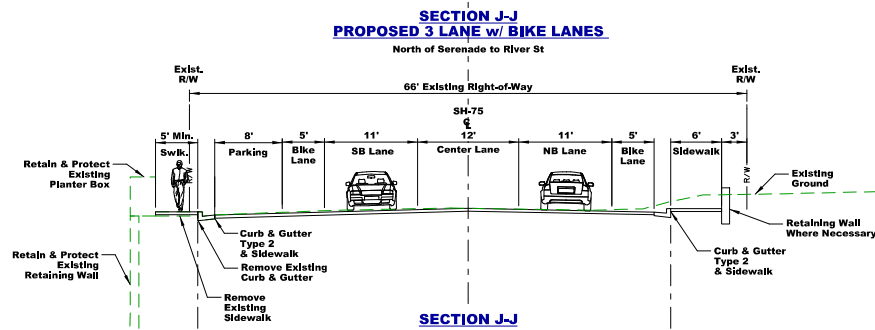
**Parametrix**



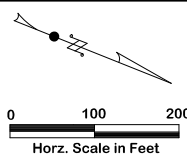




- Legend**
- ▬ New Asphalt Pavement
  - ▬ New Sidewalk
  - ▬ New Curb
  - ▬ New Retaining Wall
  - ▬ New Cut/Fill Slope
  - ▬ New ROW/Easement
  - ● ● Signalized intersection



Concept Drawing (Subject to Change)



JANUARY 2022

# SH-75, Elkhorn Rd to River St, Ketchum ITD Project No. A020(033) Key No: 20033

**Parametrix**







# Elkhorn Road to River Street

## Project Update

Nathan Jerke, ITD | Todd Johnson, Parametrix

Presentation to Ketchum City Council | January 18, 2022

[itdprojects.org/idaho-75-elkhorn-road](https://itdprojects.org/idaho-75-elkhorn-road)



Your Safety • Your Mobility  
Your Economic Opportunity

# Project Overview

**Project purpose:** Improve capacity and safety on SH-75 between Elkhorn Road and River Street

## Tonight's presentation:

- Project Background
- Work Completed to Date
- Proposed Design Features
- Next Steps



# Project Background

- ✓ 2008 Corridor Study/FEIS
- ✓ Third project in corridor
- ✓ Funding in Fall 2025



# Work to date

- ✓ Concept analysis
- ✓ Community involvement
- ✓ Decision-making process



# Three segments

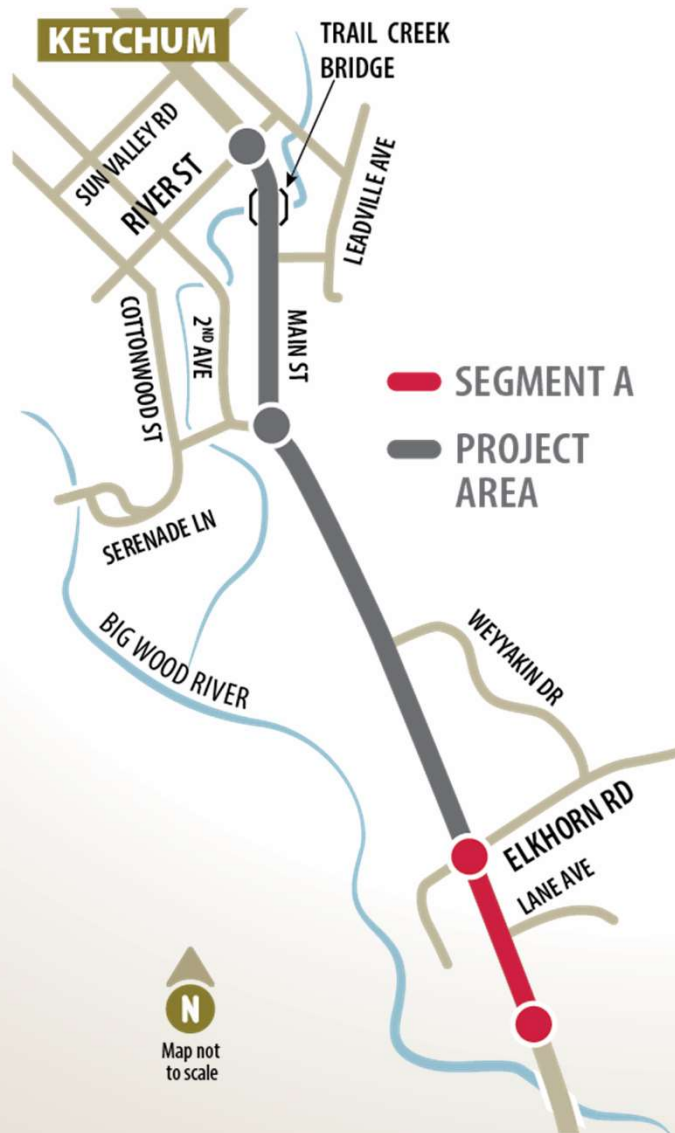


Find maps and details at [itdprojects.org/idaho-75-elkhorn-road](http://itdprojects.org/idaho-75-elkhorn-road)

- **Segment A** – South of Elkhorn to Elkhorn Intersection
- **Segment B** – Elkhorn to Serenade
- **Segment C** – Serenade Intersection to River Street



## Segment A: Moving forward



South of Elkhorn Road to Elkhorn intersection

### PROPOSED IMPROVEMENTS

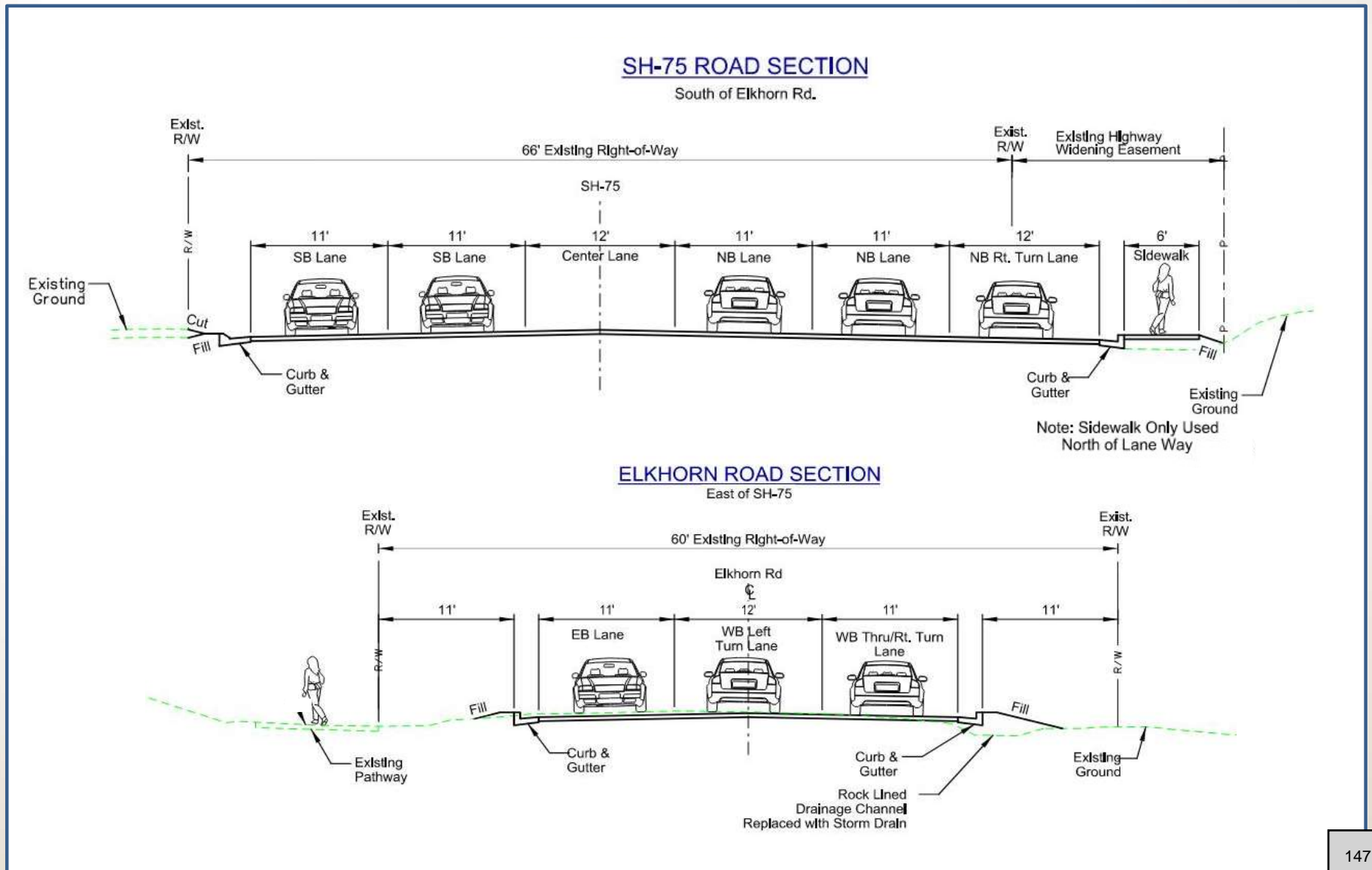
#### SH-75

- Reduce speed limit from 45 mph to 35 mph.
- Improve storm water facilities.

#### ELKHORN INTERSECTION

- Upgrade and replace signal.
- Increase width of center turn lane to 12-ft.
- Improve turning movements.
- Add northbound right turn lane.
- Widen Elkhorn Road and reconfigure westbound lanes.

## Segment A: Typical sections



## Segment A: Community input

- ✓ Support for proposed improvements
- ✓ Suggestions for a roundabout at the Elkhorn intersection
- ✓ Concerns regarding traffic noise
- ✓ Requests to lower speed limit



## Segment B: Moving forward



### Elkhorn Intersection to Serenade Lane

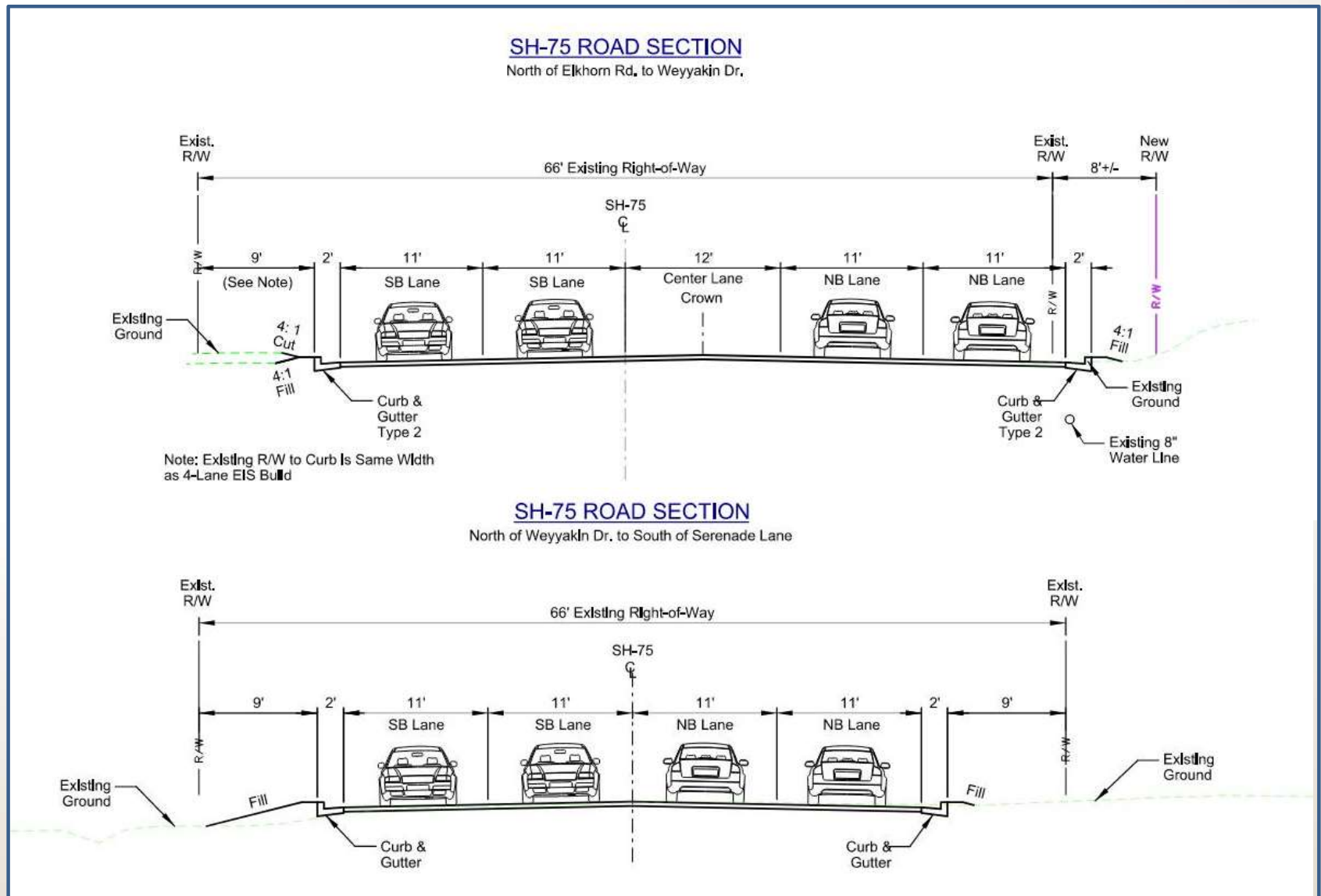
#### PROPOSED IMPROVEMENTS

##### SH-75

- Speed limit to remain at 35 mph.
- Eliminate shoulders.
- Eliminate existing sidewalk on east side of SH-75 from Elkhorn to Weyakin.
- Widen to 4 lanes from Weyakin to Serenade.
- Widen existing 3-lane section to 5 lanes from Elkhorn to Weyakin.
- Shift SH-75 east to improve snow storage on west side.

# Idaho 75, Elkhorn Road to River Street

## Segment B: Typical sections



## Segment B: Community input

- ✓ Support for proposed improvements
- ✓ Differing opinions re: widening State Highway 75
- ✓ Suggestions for sidewalks and shoulders
- ✓ Requests to lower speed limit
- ✓ Concerns about snow storage in Mortgage Row

# Segment C: Moving forward



## Elkhorn to Serenade Lane

### PROPOSED IMPROVEMENTS

#### SH-75

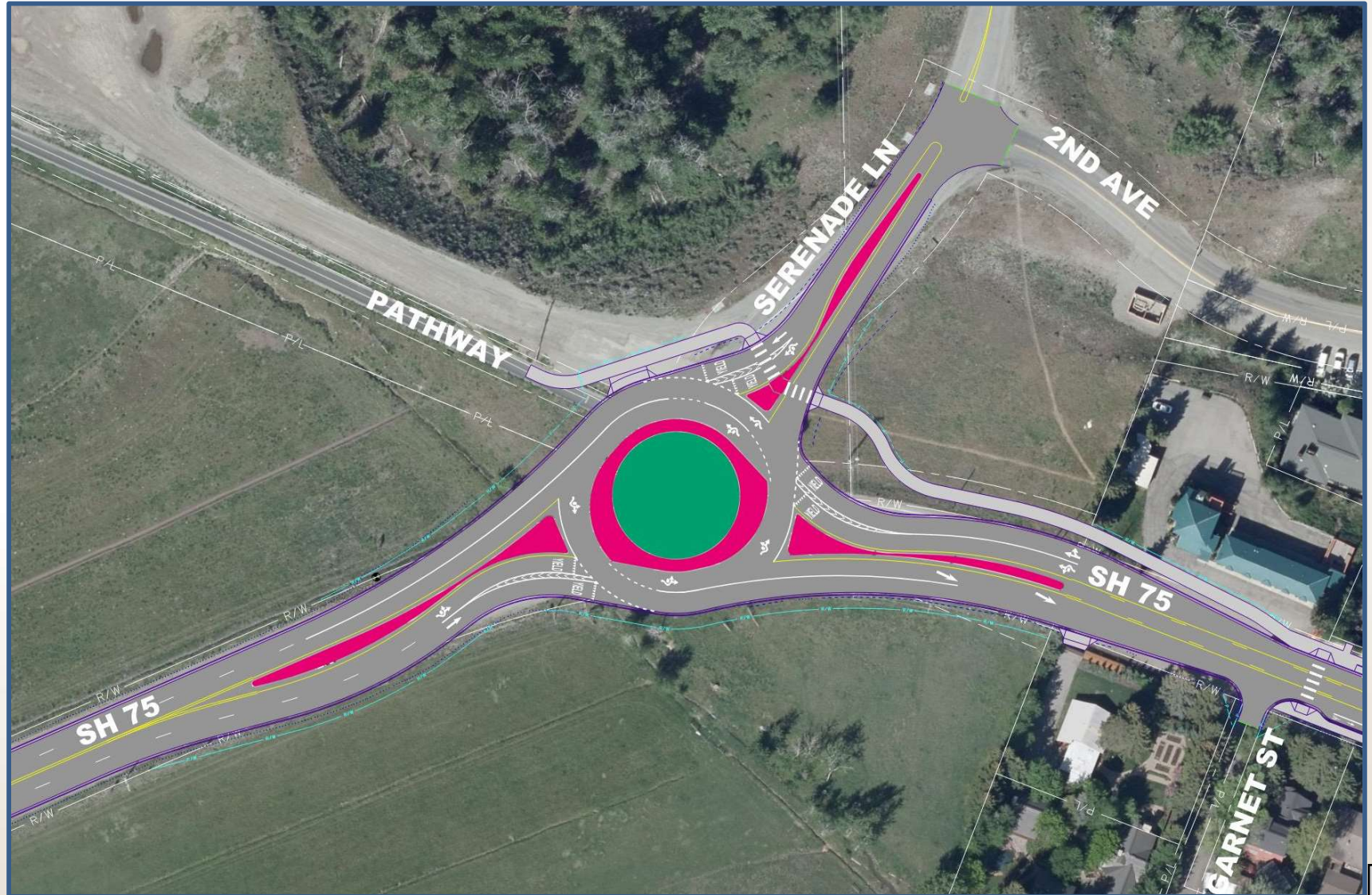
- Construct new Trail Creek Bridge to 4 lanes wide, but stripe to 3 lanes.
- Construct 6-ft sidewalks starting at the Serenade intersection.
- 25 mph speed limit.
- Widen existing 2-lane section to 3 lanes, 5-ft bike lane on each side.
- Maintain existing on-street parking on west side of SH-75, where feasible.

#### SERENADE INTERSECTION

- Construct a roundabout intersection.

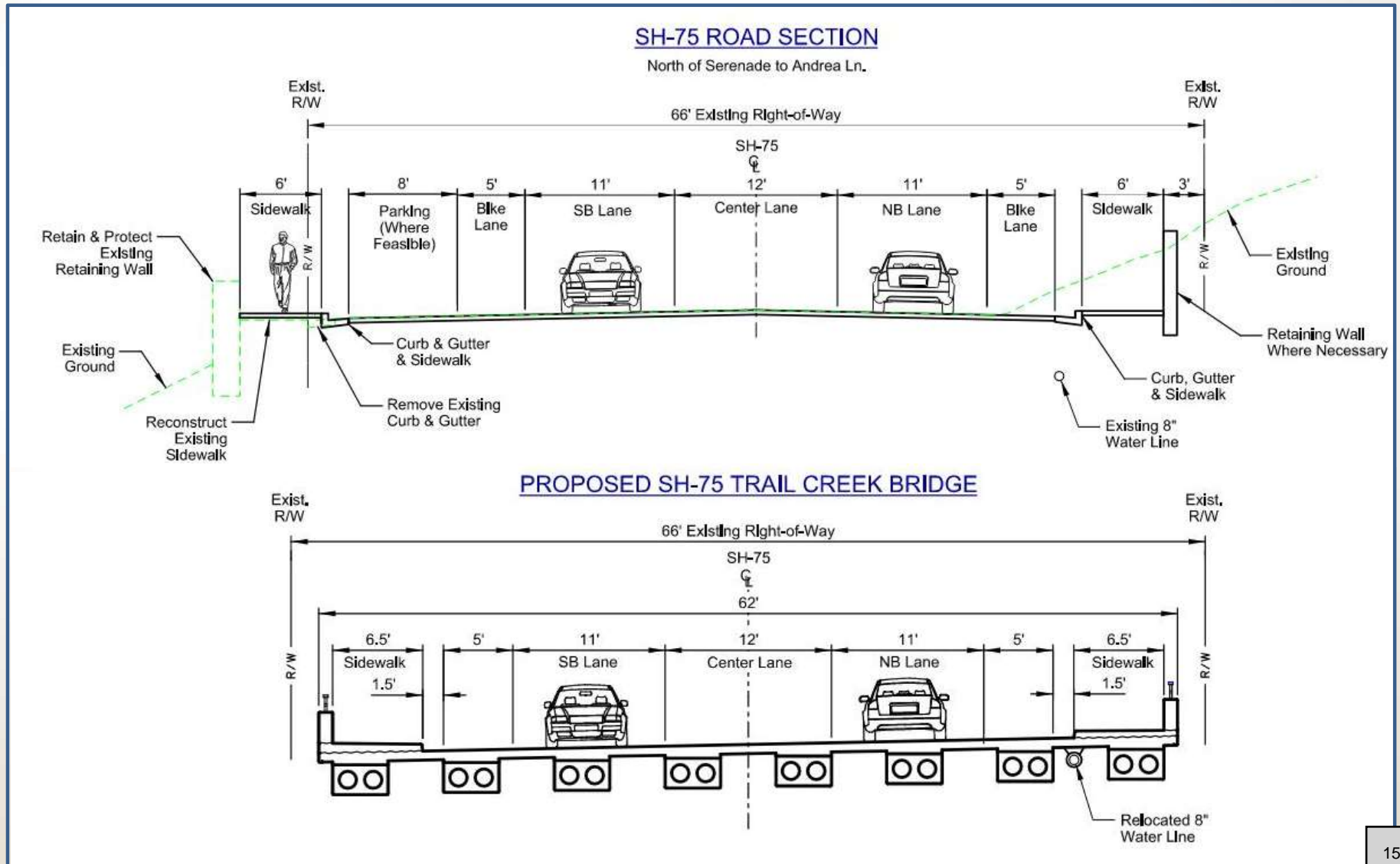


# Segment C: Roundabout



## Idaho 75, Elkhorn Road to River Street

# Segment C: Typical sections



## Segment C – Community input

- ✓ Support for proposed improvements
- ✓ Differing opinions re: signal vs roundabout
- ✓ Suggestions for additional lanes going into town
- ✓ Support for sidewalks and bike lanes
- ✓ A desire for on-street parking



# Next steps

<b>2022</b>	<ul style="list-style-type: none"><li>• Develop preliminary design plans</li><li>• Host next community discussion</li><li>• Continue environmental re-evaluation</li><li>• Begin final design plans</li></ul>
<b>2023</b>	<ul style="list-style-type: none"><li>• Complete environmental re-evaluation</li><li>• Complete final design plans</li><li>• Acquire right-of-way</li><li>• Continue public involvement</li></ul>
<b>Fall 2025</b>	<ul style="list-style-type: none"><li>• Begin construction <i>(based on funding)</i></li></ul>



# **Thank you!**

Detailed displays are available at  
**[itdprojects.org/idaho-75-elkhorn-road](http://itdprojects.org/idaho-75-elkhorn-road)**

## **Questions?**

Nathan Jerke | (208) 886-7809  
[nathan.jerke@itd.idaho.gov](mailto:nathan.jerke@itd.idaho.gov)



## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Receive Update on the Ketchum Community Housing Action Plan**

#### Recommendation and Summary

City staff and the Agnew-Beck consulting team will provide a status update on actions to date and proposed next steps for the project following the first Task Force meeting.

The reasons for the recommendation are as follows:

- The City Council expressed a desire for the creation of a Housing Action Plan.
- The Plan will outline specific goals, strategies, actions/projects, and associated funding strategies.
- The city intends to hold a May 2022 election on the collection of Local Option Taxes and community housing.

#### Introduction and History

During the FY22 budget development process, the City Council expressed a desire to formalize the city's overall community housing strategy. To that end, staff recommended in September the Council approve retaining Agnew-Beck to engage the community in the development of a Housing Action Plan. The City Council also later approved the use of professional service resources to retain Carissa Connelly as the City's Housing Strategist who will serve as the project manager both in development and execution of the plan.

The Housing Action Plan will specify goals based on need and determine the most appropriate strategies/projects. Agnew Beck and city staff have initiated Phase #1 activities. It is important to note that between each phase of work; robust stakeholder outreach will occur in the following sequence:

- Community Task Force
- City Council, Planning & Zoning and Urban Renewal Agency Boards
- Regional governmental partners (Blaine County, cities, and Housing Authority)
- Public engagement session (in-person and virtual)

#### **Phase #1**      **Context Setting** (*October – early January*)

- Needs & Preferences
  1. Community Survey
  2. Stakeholder Interviews
  3. Data Analysis
- Best Practices
  1. Strategy/Policies
  2. Resources/Partnerships
    - a. Programs
    - b. Projects

**Phase #2      Develop the Plan (January -March)**

- Action Plan
  1. Vision/Goals
  2. Focus Areas
  3. Actions
- Funding Options
  1. LOT
  2. In-Lieu fees
  3. Philanthropic
  4. Business partnerships
  5. Federal/State/Tax Credits

**Phase #3      Take Action (Mar-TBD)**

- Implement the Action Plan
  1. Policies, projects, programs
- LOT Ballot
  1. Ballot Language (March)
  2. Election (May)

Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

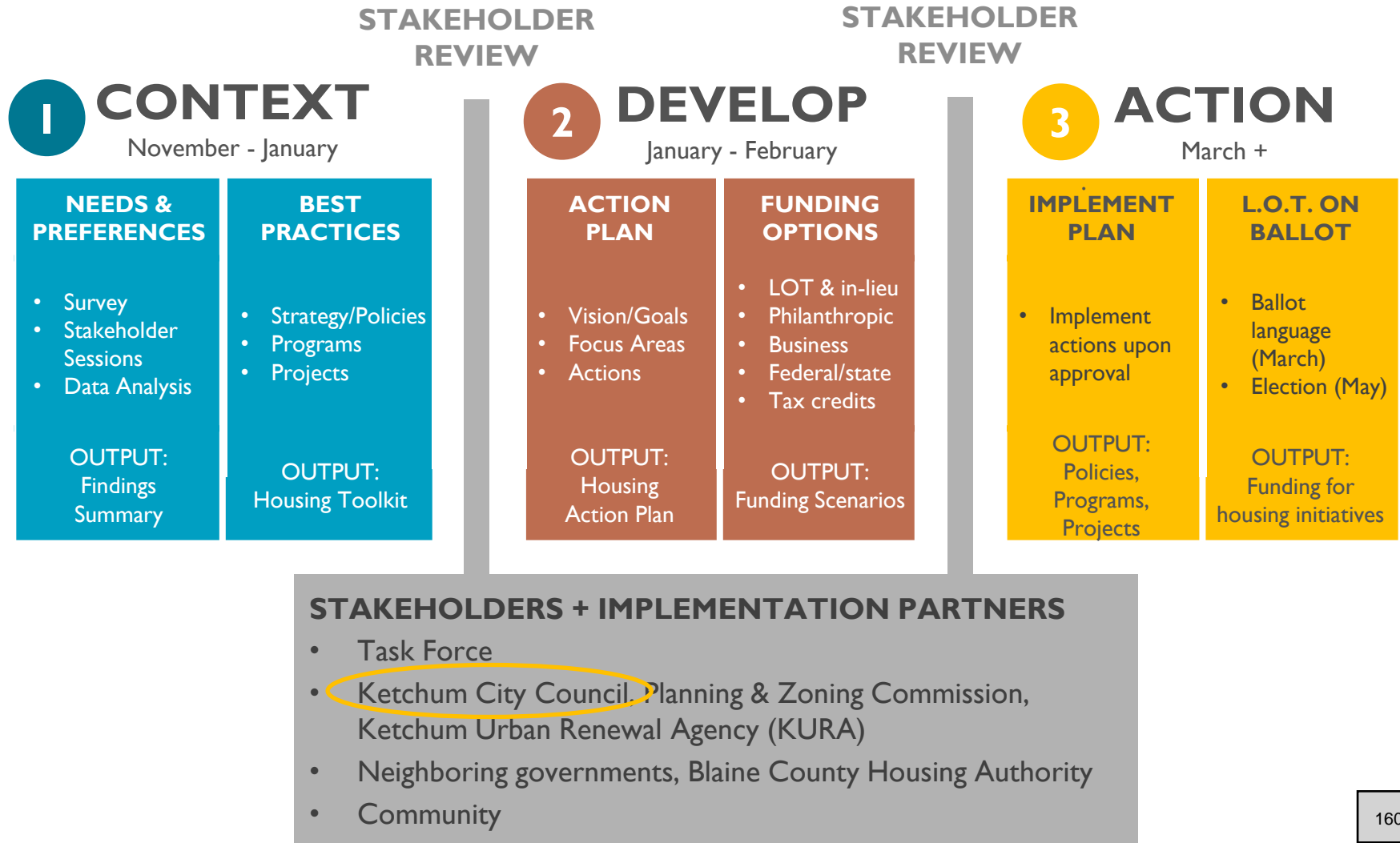
Financial Impact

Project funding has already been approved from the Council Strategic Initiatives Fund (one-time local funds and use of federal ARPA funds).

Attachments:

Visual of project phases

# Housing Action Plan Stages





City of Ketchum  
City Hall

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Quarterly Progress Report on Fiscal Year 2022 Capital Improvement Projects**

#### Recommendation and Summary

Staff would like to institute a quarterly check-in with City Council regarding the five-year Capital Improvement Plan. For the first session, staff will focus the presentation on approved 2022 projects. Specifically, staff will place projects into three categories:

- Projects fully launched or completed
- Projects in planning phase with a focus of any potential scope or budget changes needed to execute
- Projects not started

During the next check-in, staff would like to review proposed changes to years two through five.

Fiscal Year 2022 Projects Highlights:

- *Mobility*
  - Sun Valley Road - rebuild/pedestrian improvements
  - Main Street/Warm Springs Corridor alternatives analysis
  - Downtown core sidewalk infill/repair projects
  - Planning projects
    - 2<sup>nd</sup> Avenue ped/bike improvements and connection to new roundabout at Serenade
    - Hwy 75 separated path (10<sup>th</sup> to Saddle Road)
- *Public Safety*
  - Police equipment
  - Fire equipment
- *Parks/Open Space*
  - Little Park improvements
  - Warm Springs Preserve Master Plan

### Introduction and History

The Governmental Finance Officers Association outlines a best practice of a multi-year capital improvement plan. Further, Idaho law requires such a plan should the city wish to collect development impact fees for fire, police, parks and transportation. The City Council approved the existing five-year CIP as part of the annual budget development process. The plan is intended to be a long-term document which would be reviewed quarterly with each upcoming fiscal year approved annually.

### Sustainability Impact

Several projects contained in the plan are focused towards achieving sustainability goals such as water conservation in city parks as well as procurement of electric vehicles where possible. Further work is still needed to determine costs associated with transition to electric only at city facilities.

### Financial Requirement/Impact

Council will receive a handout which provides real-time financial tracking of which projects are estimated to be over/under budget and remaining amounts in CIP fund balance.

### Attachment:

FY2022 approved projects.

**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2022

**APPROVED**

**2022**

	Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources				% Growth	
						Capital Fund			Urban Renewal Agency		Impact Fees (All)
						Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
1	<b>Starting Fund Balance</b>					\$1,134,143		\$0			
2	<b>FY 2021 End of Year Resources (GF Trans Year End)</b>						\$1,000,000				
3	<b>Current Year/Planned Use Resources</b>					\$500,000	\$465,000		\$0	\$0	
4	<b>FY 2022</b>										
5	Utility/Pick-Up Truck (2006 / 2021)	Fire	Proposed	2022	\$68,250	\$68,250	\$0				
6	Command Car (2012 / 2022)	Fire	Proposed	2022	\$57,750	\$57,750	\$0				
7	Firefighting EQ (tools)	Fire	Proposed	2022	\$14,680	\$14,680	\$0				
8	PPE (turnout gear)	Fire	Proposed	2022	\$31,375	\$31,375	\$0				
9	Radios (portable)	Fire	Proposed	2022	\$14,000	\$14,000	\$0				
10	Medical (city provided)	Fire	Proposed	2022	\$4,000	\$4,000	\$0				
11	Rescue (city provided)	Fire	Proposed	2022	\$24,800	\$24,800	\$0				
12	Shop Tools	Fire	Proposed	2022	\$2,500	\$2,500	\$0				
13		<b>Fire</b>	<b>Department Total</b>	<b>2022</b>	<b>\$217,355</b>	<b>\$217,355</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
14	Little Park Upgrades	Facilities	Proposed	2022	\$54,000	\$54,000	\$0				
15	Ford Ranger 2004	Facilities	Proposed	2022	\$35,000		\$35,000				
16	Water Conservation Upgrades Cost Savings	Facilities	Proposed	2022	\$20,000		\$20,000				
17	Atkinson Park Irrigation Upgrades	Facilities	Proposed	2022	\$25,000		\$25,000				
18	Atkinson Park Replace Fence Little League Field	Facilities	Proposed	2022	\$12,000		\$12,000				
19	Edelweiss Park Install Irrigation Hookup	Facilities	Proposed	2022	\$10,000		\$10,000				
20	Forest Service Park Replace Restroom Fixtures	Facilities	Proposed	2022	\$6,500		\$6,500				
21	Forest Service Park Replace Stage for KA	Facilities	Proposed	2022	\$6,000		\$6,000				
22	Forest Service Park New Roof Residential Bldgs	Facilities	Proposed	2022	\$20,000		\$20,000				
23	Forest Service Park Paint All Buildings	Facilities	Proposed	2022	\$35,000		\$35,000				
24	Rotary Park Replace Irrigation	Facilities	Proposed	2022	\$32,000		\$32,000				
25	Towne Square Design Scope	Facilities	Proposed	2022	\$75,000		\$15,000	\$60,000			
26	Add Trash Cans (Citywide)	Facilities	Proposed	2022	\$10,000		\$10,000				
27	Replace Trash Can (Citywide)	Facilities	Proposed	2022	\$10,000		\$10,000				
28	City Streetscape Electrical Upgrades	Facilities	Proposed	2022	\$4,500		\$4,500				
29	Power Line Undergrounding	Power	Proposed	2022	\$180,000		\$180,000				
30		<b>Facilities/Power</b>	<b>Department Total</b>	<b>2022</b>	<b>\$535,000</b>	<b>\$54,000</b>	<b>\$421,000</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	
31	SH-75 Pathway-North of Town (Engineering)	Mobility	Proposed	2022	\$39,000		\$31,200			\$7,800	20%
32	1st Avenue and Sun Valley Road (Construction)	Mobility	Proposed	2022	\$95,700	\$76,560	\$76,560			\$19,140	20%
33	East Avenue and Sun Valley Road (Construction)	Mobility	Proposed	2022	\$113,100	\$90,480	\$90,480			\$22,620	20%
34	Downtown Core Sidewalk infill	Mobility	Proposed	2022	\$222,000		\$0	\$177,600		\$44,400	20%
35	Main St./Warm Springs Concept Design	Mobility	Proposed	2022	\$200,000		\$160,000			\$40,000	20%
36	Sun Valley Road Mill and Overlay (ITD FUNDED)	Mobility	Proposed	2022	\$864,600		\$864,600			\$0	

**Ketchum Capital Improvement Program**  
Sources/Uses Summary - FY 2022

**APPROVED**

**2022**

	Description	Department	Status	Encumbrance Year (FY)	Projected Cost	Projected Funding Sources				% Growth	
						Capital Fund			Urban Renewal Agency		Impact Fees (All)
						Local Option Tax	Current Year Funding*	Planned Use of Fund Balance			
1	<b>Starting Fund Balance</b>					\$1,134,143		\$0			
2	<b>FY 2021 End of Year Resources (GF Trans Year End)</b>						\$1,000,000				
3	<b>Current Year/Planned Use Resources</b>					\$500,000	\$465,000		\$0	\$0	
4	<b>FY 2022</b>										
37	Sidewalk Curb and Gutter Repairs	Mobility	Proposed	2022	\$111,111		\$111,111				
38		<b>Mobility</b>	<b>Department Total</b>	<b>2022</b>	<b>\$1,645,511</b>	<b>\$167,040</b>	<b>\$1,333,951</b>	<b>\$0</b>	<b>\$177,600</b>	<b>\$133,960</b>	
39	Atkinson Park New Soccer Goals	Recreation	Proposed	2022	\$10,000	\$10,000	\$0				
40	Bald Mountain Trail Connector Study	Recreation	Proposed	2024	\$10,000	\$10,000	\$0				
41	Van/bus from Mt Rides	Recreation	Proposed	2022	\$11,000		\$11,000				
42		<b>Recreation</b>	<b>Department Total</b>	<b>2022</b>	<b>\$31,000</b>	<b>\$20,000</b>	<b>\$11,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
43	Dodge Durango (new)	Police	Proposed	2022	\$45,000	\$45,000	\$0				
44	Chevy Tahoe (new)	Police	Proposed	2022	\$50,000	\$50,000	\$0				
45	City Share of Record Management System	Police	Proposed	2022	\$0	\$21,000	-\$21,000				
46	Radios (portable)	Police	Proposed	2022	\$68,500	\$68,500	\$0				
47	Radar Trailer (1)	Police	Proposed	2022	\$0	\$16,000	-\$16,000				
48		<b>Police</b>	<b>Department Total</b>	<b>2022</b>	<b>\$163,500</b>	<b>\$200,500</b>	<b>-\$37,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
49	<b>Rectangle Rapid Flasing Beacon</b>	Street/Equipment	Proposed	2022	\$25,000		\$25,000				
50	Cat 950 Loader	Street/Equipment	Proposed	2022	\$200,000		\$200,000				
51		<b>Street/Equipment</b>	<b>Department Total</b>	<b>2022</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$225,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
53	IT Upgrades	Technology	Proposed	2022	\$50,000		\$50,000				
54		<b>Technology</b>	<b>Department Total</b>	<b>2022</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
55	Sustainability Infrastructure	Sustainability Infrastructure	Proposed	2022	\$50,000		\$50,000				
56		<b>Sustainability Infrastructure</b>	<b>Department Total</b>	<b>2022</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
57	<b>2022 Proposed Totals</b>				<b>\$2,917,366</b>	<b>\$658,895</b>	<b>\$2,053,951</b>	<b>\$0</b>	<b>\$237,600</b>	<b>\$133,960</b>	
58	<b>2022 Approved Totals</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	





## City of Ketchum

January 18, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Receive Briefing on Renegotiation Process for Franchise Agreement with Idaho Power**

#### Recommendation and Summary

The city's ten-year franchise agreement (attached) with Idaho Power is set to expire on April 7, 2022. Staff has met with Idaho Power to develop a negotiation schedule for the development of a new ten-year franchise agreement. Staff will be recommending a short-term extension of the agreement at the February 7<sup>th</sup> meeting to allow for the negotiation topics and schedule.

Staff will provide a short presentation to review the following topics to ensure alignment with the Council:

1. *Process & schedule*
  - a. Adoption process and negotiation schedule
  - b. Short-term extension (6 month – 1 year)
2. *Policy discussion items*
  - a. Clean Energy goals
  - b. Public right-of-way coordination
  - c. Private development coordination/standards
  - d. Undergrounding coordination

#### Introduction and History

Idaho state law (50-342) authorizes cities to either directly produce power and distribute to residents or to franchise that authority to another service provider. State law (50-328) further outlines the city's ability to regulate the permitting and placement of utility transmission systems within public rights-of-way and public spaces.

The City of Hailey recently completed a similar negotiation with Idaho Power. Hailey shares similar "clean energy" goals as Ketchum. They attempted to incorporate coordination elements within their franchise agreement, but Idaho Power insisted those be contained in a non-binding memorandum of understanding (MOU) versus the franchise agreement.

### Sustainability Impact

A significant portion of the negotiations process will be focused on how the city can coordinate with Idaho Power to achieve the city's clean energy goals.

### Financial Impact

The city currently collects a three percent franchise fee. The short-term extension agreement will ensure those fees continue to be collected until the long-term agreement is in place. City staff will also explore any alternate funding arrangements with Idaho Power for significant undergrounding projects (e.g. HWY 75 - Serenade to River).

### Attachments

1. Current Ketchum Franchise agreement
2. City of Hailey – Idaho Power Clean Energy

ORDINANCE NO. 1092

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN ( 10 ) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of Ten (10) years from and after April 7, 2012, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and, for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or Third Party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. All private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway

or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances, except in cases of emergency.

In those areas where other utilities are locating facilities underground or where underground facilities are required, the Grantee agrees to utilize the same trenches where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 6. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 7. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 8. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage

and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Ketchum the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

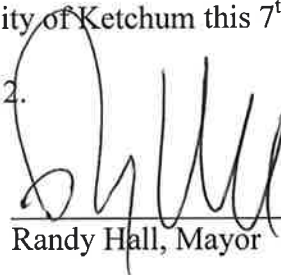
SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on May 16, 2012.

PASSED AND ADOPTED by the Council of the City of Ketchum this 7<sup>th</sup> day of May, 2012.

APPROVED by the Mayor this 7<sup>th</sup> day of May, 2012.

ATTEST:

  
\_\_\_\_\_

Randy Hall, Mayor

  
\_\_\_\_\_

Sandra E. Cady, CMC  
City Clerk/Treasurer

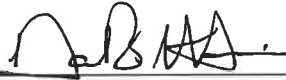




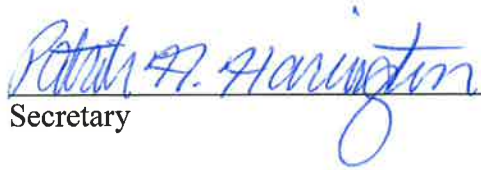
ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this 18<sup>th</sup> day of May, 2012.

By:   
Dan B. Minor  
Executive Vice President -Operations

ATTEST:

  
Secretary

(Seal)

**CITY OF HAILEY AND  
IDAHO POWER COMPANY  
JOINT CLEAN ENERGY COOPERATION STATEMENT**

City of Hailey ("City"), an Idaho municipal corporation, and Idaho Power Company, an Idaho corporation ("Company" or "Idaho Power") jointly state their intention to cooperate in order to further the objectives of a clean energy future.

**I. OVERVIEW**

The City is responsible for protecting the public health and safety of its residents, which includes facilitating access to clean air, dependable and affordable energy, clean water and a livable environment.

The Company is a public electric utility regulated by the Idaho Public Utilities Commission ("IPUC") in accordance with Title 61 of the Idaho Code with an exclusive right to and responsibility for providing safe and reliable electrical service to its customers in a nondiscriminatory manner and at rates that are fair, just and reasonable as determined by the IPUC.

Idaho Power-funded energy efficiency programs are subject to the IPUC's jurisdiction and review. Available to all customers, Idaho Power's energy efficiency programs are developed and administered in consultation with stakeholders through Idaho Power's Energy Efficiency Advisory Group ("EEAG").

The City has determined that meaningful reductions in pollution and greenhouse gas emissions will benefit all City of Hailey residents, visitors, businesses and Idaho as a whole, through improved public health, additional economic opportunities, long-term energy price stability and a stronger sense of community security.

Idaho Power seeks to further its goal of 100% clean energy by 2045 and support the City's pursuit of energy goals as identified herein.

**II. THE CITY'S GOALS**

The City is committed to reducing pollution and the carbon intensity of electricity used in City of Hailey. The City has set the following goals to transition to 100% clean energy use:

- One hundred percent (100%) municipality clean energy electricity use by 2030, including at least 75% clean energy by 2025;
- One hundred percent (100%) clean energy for the community-wide electricity supply by 2035;

- Transition City fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035; and
- One hundred percent (100%) clean energy for all energy use by 2045.

The City desires to accelerate adoption of energy efficiency in the community and for municipal operations because the cheapest, cleanest energy is energy that is not used. This, in turn, will reduce energy costs.

The City aspires to the goal that net-cost changes, if any, to energy users within City of Hailey associated with achieving its stated clean energy goals are reasonable. The City envisions measures to mitigate any incremental costs associated with pursuing a clean energy future to all City of Hailey energy users with a high priority placed on preventing negative impacts to low-income residents.

The City acknowledges that net lifecycle financial impacts, including both costs and benefits associated with measures used to achieve its energy goals will benefit, and thus be the responsibility of, the City and energy users within City of Hailey limits. The City acknowledges that the Company cannot treat its customers located within the City differently than other customers or provide programs or rates that are not available to all its customers, in accordance with Title 61 of the Idaho Code. If new programs are created as part of this effort, they will require IPUC approval as to terms, costs, and rates relating to services provided by the Company.

The City is motivated, in part, by continuing reductions in renewable energy costs and the desire for stable long-term energy rates. Idaho Power will advise and collaborate with the City in its efforts to develop a more resilient local energy system and its goal to create a system that rewards smart customer behavior and investments, while simultaneously offering significant social, health and economic benefits.

### **III. RENEWABLE ENERGY, ENERGY EFFICIENCY AND ELECTRIC VEHICLE PROJECTS**

Idaho Power currently offers 25 energy efficiency programs, three demand response programs, and a green power offering to customers, including those residing in the City of Hailey. Idaho Power will work to educate, advise, and collaborate with the City in its efforts to develop additional energy efficiency and renewable resource options to benefit energy users in the City of Hailey (residential, commercial, industrial, governmental and non-profit) to reduce carbon intensity and make significant progress towards the City's reduced emissions and reduced energy usage goals. Any energy efficiency programs developed, funded, or administered by Idaho Power may necessitate consultation with Idaho

Power's EEAG and approval by the IPUC in order to satisfy cost effectiveness standards as set by the IPUC. Any other programs would need to flow through Idaho Power's internal processes and receive approval by the IPUC, and the program or offering must continue to satisfy then-current regulatory requirements.

The City and the Company will continue to work together on existing Company assistance and incentive programs and discuss the possibility of educating and assisting building owners with energy efficiency efforts through energy efficiency incentives and rebates. In particular, the City and Company will discuss the existing utility-funded Weatherization Programs for low and near low income residents via the South Central Community Action Partnership. Such conversations may include developing goals and actions, which if funded or administered by Idaho Power, may necessitate consultation with EEAG stakeholders and regulatory approval by the IPUC.

Idaho Power will collaborate with the City as Idaho Power evaluates programs that may include energy efficiency, demand response, energy storage and renewable energy projects, including programs designed to provide all Idaho Power customers with the ability to purchase the output of renewable energy facilities located within Idaho.

IPC will advise and collaborate with the City as it evaluates new technologies such as smart-grid and customer-side investments designed to allow efficient utilization of resources, reduced greenhouse gas emissions, and deployment of renewable energy and electric vehicle charging infrastructure beyond the point of delivery.

IPC will advise and collaborate with the City as it investigates options to deploy electric vehicle ("EV") infrastructure and innovative technologies to support EVs.

#### **IV. MUNICIPAL RENEWABLE ENERGY PROJECTS**

Idaho Power will advise and collaborate with the City as it identifies avenues for leveraging City assets (e.g., infrastructure and property) and City investments to build renewable energy projects to achieve the City's municipal energy goals.

#### **V. IMPLEMENTATION STEPS AND TIMING**

The City and the Company, along with other regional stakeholders including representatives from city government, the county, citizens, businesses, and local experts from the non-profit community, intend to work together as described in this Cooperation Statement.

The Company will collaborate with the City to develop a 10-year load forecast by providing

aggregated data and modeling support setting a baseline from which work on the City's clean energy plan can be established.

The Company will provide aggregated data as it deems appropriate to support the City's publication of an annual report by April 30 of each year, beginning in 2022 and through 2027, to detail status and progress towards the City's renewable energy, energy efficiency, and carbon reduction goals.

In all cases subject to the rules of the IPUC, the City and the Company intend to cooperate to secure necessary authority or approvals from the IPUC for mutually agreeable projects and programs.

The Company intends to advise and collaborate with the City in good faith as they develop and implement mutually agreeable projects and programs to help the City achieve its clean energy targets, in each case within Idaho Power's limitations as a regulated utility under Title 61 of the Idaho Code, which requires that the Company treat all customers in a non-discriminatory manner.

## **VI. COMMITMENT OF COOPERATION**

As stated above, the City and the Company desire to work together to successfully achieve the City's stated goals. The City recognizes that any new Company-funded program or offering must be generally available to all of the Company's Idaho customers and subject to IPUC approval, and in all cases be non-discriminatory. However, the city and Idaho Power commit to explore additional City-funded opportunities that provide enhanced benefits to Hailey residents. The City desires to work directly with the Company on its renewable energy supply. Because of the importance of these efforts, the City Mayor and the COO of the Company wish to communicate as often as necessary and will strive to meet at least annually to discuss programs and other energy-related matters. If either the City or the Company has a dispute regarding progress towards objectives outlined in this Cooperation Statement or the timeliness of related implementation, the Mayor and the COO desire to be directly involved and work together to attempt to resolve whatever issues may arise. This Cooperation Statement is intended solely as a joint statement of the City's and the Company's desires to work collaboratively toward identifying, providing education on, and advising on actions that may be in furtherance of the City's clean energy goals, but it does not create binding legal obligations on either the City or the Company or the right to assert specific performance or obtain damages for a purported default of with the City of the Company and can be terminated at any time upon written notice to the other signator.

shall become effective upon signing by both the City and Company and will inform

cooperation through the initial ten-year term of the Franchise Agreement between City and Company, likely starting in 2021. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, with or without amendments, through a commitment by both the City and the Company.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties to this JOINT COOPERATIVE STATEMENT  
have affixed their signatures:

\_\_\_\_\_  
Mayor, Honorable Martha Burke  
City of Hailey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Grow  
President and CEO, Idaho Power Company

\_\_\_\_\_  
Date