



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Tuesday, January 17, 2023, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at 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. Join us via Zoom (*please mute your device until called upon*)
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/83369708388>
Webinar ID: 833 6970 8388
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

City Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

2. Recommendation to approve minutes of January 3, 2023 – City Clerk Trent Donat
3. Recommendation to receive and file the monthly and quarterly, Treasurer’s financial reports – Treasurer Shellie Gallagher
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills - Treasurer Shellie Gallagher

- [6.](#) Recommendation to approve Business As Usual, Inc. Local Option Tax Settlement Agreement - City Administrator Jade Riley
- [7.](#) Recommendation to approve contract 23054 with BestDay HR – City Administrator Jade Riley
- [8.](#) Recommendation to approve Memos of Understandings with Idaho Resort Cities – City Administrator Jade Riley
- [9.](#) Recommendation to approve agreement 23-006 with Sun Valley Water and Sewer District – City Administrator Jade Riley
- [10.](#) Recommendation to approve Purchase Order 23051, comprehensive service agreement with Banyan Technology, Inc. – Wastewater Division Supervisor Mick Mummert
- [11.](#) Recommendation to approve Purchase Order 23052 to Veolia Water Technologies for bar screen replacement parts – Wastewater Division Supervisor Mick Mummert
- [12.](#) Recommendation to approve Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority - City Clerk Trent Donat

PUBLIC HEARING:

- [13.](#) Discussion regarding potential May LOT election and first reading of Ordinance 1244 and 1245 Ordinance – City Administrator Jade Riley

NEW BUSINESS:

14. Discussion and direction regarding process for approving FAR Exceedance Agreements – Director of Planning & Building Morgan Landers
- [15.](#) Housing Update – Housing Director Carissa Connelly

ADJOURNMENT:

Lisa Enourato

From: John Underwood <john@junderwood.com>
Sent: Wednesday, January 4, 2023 1:00 PM
To: Participate
Subject: RE: City of Ketchum | Word on the Street

I suppose that this message will forever mark me as a cheap, ignorant and unfeeling bastard but I do not now understand and have never agreed with the concept of 'affordable housing'. Why on earth would the rest of us provide housing for people who can't afford to live here? If one cannot afford the housing. or automobile that they desire, ask yourself what the rest of us do in that situation . . . generally we do not expect to receive free or discounted gifts Rather we work harder, find a second or third job and otherwise evaluate how badly we want the desired benefit. Please log this note as a vote in opposition to more 'affordable housing',

From: City of Ketchum <participate@ketchumidaho.org>
Sent: Thursday, December 29, 2022 5:18 PM
To: John Underwood <john@junderwood.com>
Subject: City of Ketchum | Word on the Street

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Wednesday, January 4, 2023 2:55 PM
To: Participate; Carissa Connelly
Cc: Andrew Guckes
Subject: For Public Comment: City Council—Housing Deed Restrictions

It is encouraging to see the early success of the Lease to Locals program and that the City is moving in the direction of a Deed Restriction program.

As you deliberate, it is important to be clear on what problem are you looking to solve: Affordable Housing or Workforce Housing?

These two issues may be related, but the potential solutions (and funding sources) are different. The Council and the Housing Strategist seem more focused on Affordable Housing than on Workforce Housing. I fear that may be at odds with the electorate, especially as you go into a LOT vote. Why not just declare victory on low income housing with Bluebird and shift the focus to Workforce Housing where you can have a win?

As you explore the Deed Restriction program, I agree with Councillor Breen that the more formulaic you make it, the more public trust in it. You can keep tweaking the formula as you learn. I would not put it in the hands of an advisory body.

A trial project sounds great. But even with a trial, have a plan for qualification prioritization and how deed restriction will be enforced. Be tight on the program and adapt it as you learn, so that the public will come along with you.

The provision for retiree housing defeats the purpose of meeting the need for workforce housing. When people want to retire, workforce housing should go back to the workforce pool, otherwise all of these homes will eventually become retiree housing and we won't have a long-term solution to workforce housing. There is no reason Ketchum taxpayers should be subsidizing retiree housing. We don't have a need for more retirees here. We have a need for more local workers in particular occupations.

It was disappointing, but unsurprising, to learn the County will not be stepping up to take over BCHA. This is distressing, as geography drives costs, and the obvious place for large scale workforce housing outside of Ketchum/SV where land and construction

costs are lower (if the goal is to maximize the bang for the buck and house the most people).

While my initial reaction was that Deed Restricted housing should not be permitted to be sublet, upon further reflection, if the goal is to house workers, and the house inhabitant meets the workforce criteria, then why not? That being said, it is unseemly for people in subsidized housing to profit off that subsidization, so I do think subletting should only be allowed to cover mortgage and property tax, perhaps with a 5%-10% markup for administration and maintenance.

As Ms Connelly pointed out, enforcement of deed restrictions is critical to ensuring ongoing public support. One of the challenges the City has faced is that is tagged with the historic lack of enforcement.

Index based appreciation limits can dramatically reduce incentive for an owner to invest in the property. Aspen had some really trashed properties in their program from this. If you limit the buyer market to people who meet the local workforce criteria for buyer, isn't this the problem you are looking to solve?

You could offer bigger deed restriction payment for housing converted from STR to ownership. Or for people who meet a critical need in the community like a teacher or health care worker or first responder.

Could you trial the program with the KURA/WRHT property at Washington? Instead of all of it being rental, could say, 10% of the units be for ownership at a variety of income limits (including no limit?), so you can learn?

Can you do this in a tax exempt entity so people could donate to the deed purchase program? Like ARCH or WRHT? That way you might be able to get employers (and maybe some private donors) to participate. ARCH raised \$1mm for teacher housing in a single night.

One critical point: How will you measure success of this trial? Publish those criteria in advance.

How do you prioritize \$1mm for this vs another \$1mm for landing locals?

Remote work restrictions were raised—they can be problematic. Is someone working for SVC serving a local person? Or a tourist? Perhaps if you prioritize certain work categories that we have a need for like first responders, teachers, healthcare workers, municipal workers, non-profit workers, this point becomes moot?

To get some product into the trial, can you get the local realtors to promote “sell to locals” like what happened with Johnny’s and with Lefty’s?

While our community broadly should bear the burden of social services to its members, if the housing situation is because we are all in on tourism, an industry that brings the locals so many costs and perhaps not so many benefits, perhaps we should have an explicit view as to how much of the burden should be borne by residents versus employers versus tourists. Right now, many employers seem to be looking to residents to bail them out. Is that healthy? It is probably better to create an opportunity for those employers to be part of a solution (like buying bonds for units in WHRT buildings).

Councillor David spoke of the success of the taxpayer subsidy program at the Fields. I don’t think anyone in town is very aware that there is a real success story to learn from. Could the Fields units be presented as a good case study—how has that housing evolved. Similarly, Northwood units. An overall report on all the City’s historical housing efforts could create a lot more support for future efforts.

Thank you,

Perry Boyle
Ketchum

Lisa Enourato

From: Mallory Walker <mallwalk@mac.com>
Sent: Wednesday, January 4, 2023 5:37 PM
To: Participate
Subject: Proposed Amendments of the 1% LOT Tax for Air Service

I was sick yesterday and unable to attend in person but caught a large part of the discussion and wish to enter my thoughts for the record.

I can support a proposal for “no new taxes” but allow 1/2 the expiring Air Lot tax to be used for housing. Technically it is a new tax but believe it can and should be sold as a continuation of the expiring tax.

Sadly missing from last night's discussion was recognition of the many private sector workforce housing initiatives that took place in 2022. The City's role should be to bring land to market and partner with Blaine County Housing Trust, Arch or other community groups dedicated to creating and maintaining workforce housing in perpetuity. Not just rent controlled for 20 years but every dollar of city money or land is permanently restricted and professionally managed.

It is just as essential to maintain the housing as it is to build it. Quality of property management should be an important part of any award of city land or money. Worry about the future as much as the present.

Mallory Walker

140 River Rock Road
Ketchum, ID 83340-1206
(Mail Address: Box 1206)

or

Apartment 3-D
3150 South Street, NW
Washington, DC 20007-4455

202-255-1374 (Mobile)

mallwalk@mac.com

Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Friday, January 6, 2023 10:54 AM
To: Participate
Subject: Fwd: USPS - PO Box Price Changes Coming

Might be a good time to pick up the pace on getting our PO in compliance with the law.

Perry

Begin forwarded message:

From: donotreply@usps.com
Subject: USPS - PO Box Price Changes Coming
Date: January 6, 2023 at 9:11:43 AM MST
To: boylehp@yahoo.com



Hello H Boyle,

Advance Notice to POBOL PO Box Customers - January 2023 Price Change.

If your PO Box renewal fees are due in January, and you would like to renew at the existing rate, please visit usps.com/poboxes to renew before January 22, 2023. Fees paid on or after that date are subject to new rates.

You have several convenient payment options. Choose the one that works best for you:

- **Pay Online:** Go to usps.com/poboxes and click Renew, which will take you to the *Manage Your Account* page. Then, click *Renew PO Box* to make a one-time payment. Your credit card will be stored for future automatic renewals.
- **Pay at a self-service kiosk (SSK):** You can find an SSK by visiting PO Locator and selecting "Self-Service Kiosks" from the drop down menu.
- **Pay by mail:** Send a check or money order payable to "U.S. Postal Service" to the Postmaster where your PO Box is located. (Include your PO Box number on the face of the check.)
- **Pay in person:** Pay at the Post Office where your PO Box is located, using cash, check, credit card, or debit card.

Take the stress out of remembering to make your next payment by signing up for our *Automatic Renewal* payment program. It's free, it's fast, and it's easy! Sign in at usps.com/poboxes and go to the *Manage Your Account* page. Then, click on *Setup Auto Renewal* under *Next Payment*

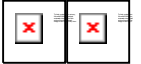
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Lisa Enourato

From: HP Boyle <boylehp@yahoo.com>
Sent: Sunday, January 8, 2023 12:20 PM
To: Participate
Subject: For City Council

Here is an article from The New York Times on the impact of widening roads.
Interesting perspective that may be useful to you as you continue dialogs with ITD and think about Main Street changes.



Widening Highways Doesn't Fix Traffic. So Why
Do We Keep Doing It?
[nytimes.com](https://www.nytimes.com)

Perry Boyle
Ketchum

Lisa Enourato

From: Wood River Farmers Market <wrfarmersmarket@gmail.com>
Sent: Monday, January 9, 2023 5:28 PM
To: Participate
Subject: Possible Farmers Market Move Back into Ketchum

Dear Ketchum City Council Members,

My name is Katie Zubia and I have served as the President of the Board of Directors of the Wood River Farmers Market Association for 6 years. I have had the pleasure of meeting most of you over the years and appreciate the support you have shown our local farmers markets.

First off, a well conducted farmers market becomes a huge part of a community. It just has a certain vibe about it that makes people happy! It's a place where local community members can sell their homegrown and homemade goods and a place where the community can gather and buy those goods. As you know, we moved the Ketchum Farmers Market to River Run in the summer of 2019. The City of Ketchum lost a huge asset when we left. We are very grateful to Sun Valley Company for accommodating us for the last 4 seasons. However, we have been told by countless customers, vendors, etc that they would really like to see us back in the heartbeat of the City of Ketchum. City of Ketchum staff have even asked us repeatedly to consider moving back into town.

We sat down this past fall with a few of the staff members and drafted what a move back into town would look like. We have reached the point of filling out the event application. However, after being involved with the local farmers markets for the last 10 years and being on the board of directors for 8 of those years, something about this potential move just isn't sitting right with me.

We were under the impression that the Ketchum Farmers Market potential move back into town would at some point go before the council. However, in our last correspondence with city staff we were told this wouldn't be necessary. We fully understand that you all have much more important issues to deal with so we see why. We would however like you all to be aware that we may move back into town though because we strongly feel that your support is necessary. This was a lesson I believe we learned too late when we moved out of Ketchum after the 2018 season.

We would also like to bring up some issues that we have regarding the fees set forth by the City of Ketchum for holding the market in Forest Service Park. We understand fully that yes certain "amenities" are going to require fees. We fully accept responsibility for those. Our vendors and organization have loyally paid the Ketchum LOT taxes over the years and will continue to do so.

Our hope in laying out the following information is that you will better understand our organization: The Wood River Farmers Market Association has been running the Ketchum and Hailey Farmers Markets for over 20 years now. We are a not for profit organization. Our board of directors is composed of nine vendors who volunteer their time to run our organization. We employ two seasonal managers who work tirelessly during the summer months to make our markets happen. Our organization exists to offer our wonderful community a place to sell their homegrown, homemade goods (vendors) and a place to buy those goods and gather as a community. We feel very strongly about keeping our fees to our vendors at the lowest cost possible (basically just enough to pay our two employees and advertise where we can). We have many loyal vendors who show

up each week just to make a couple hundred dollars- if we raised our fees we would lose them in a heartbeat and would lose a huge part of our vibe and appeal to customers. We don't have the manpower or time to fundraise and do not take in donations. We have been told several times that we can't receive "special treatment" by the City as this wouldn't be fair to other events held in the city. It has been difficult to successfully explain that we aren't exactly an "event". We are not in this to make money- we don't charge admission, sell alcohol, etc. We are a service to the community. As a side note, the City of Hailey has recognized this in the last 3 years. We have a wonderful, highly visible location in Hailey. The City very graciously only charges us a \$25 application fee to use Roberta McKercher Park for 18 weeks!

As my time on the Wood River Farmers Market Board of Directors draws to a close, my ultimate goal is to leave both of our markets set up in the best way possible for future success. We have done incredible things with the Hailey Market and I know with your help and support, we can do the same for the Ketchum Market.

I greatly appreciate you taking the time to read through this letter. I look forward to hearing back from you soon.

Katie Zubia
Wood River Farmers Market Association
Board of Directors President

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Wood River Farmers Market Association
Phone: 208.721.1562
Web: www.wrfarmersmarket.org
Facebook: [wrfarmersmarket](https://www.facebook.com/wrfarmersmarket)
Instagram: woodriverfarmersmarkets

Lisa Enourato

From: Scott Jordan <ceo@scottevest.com>
Sent: Thursday, January 12, 2023 12:38 PM
To: Participate
Cc: Neil Bradshaw
Subject: Gio and Stephanie were amazing!

I just wanted to let you know what an amazing job both Gio and Stephanie did yesterday helping us with our huge water pipe that broke. They were here within 10 minutes after my call, and did everything to ensure the leak was stopped quickly, and even came back after hours to turn the water back on. Thanks so much!

Scott Jordan

Sincerely,

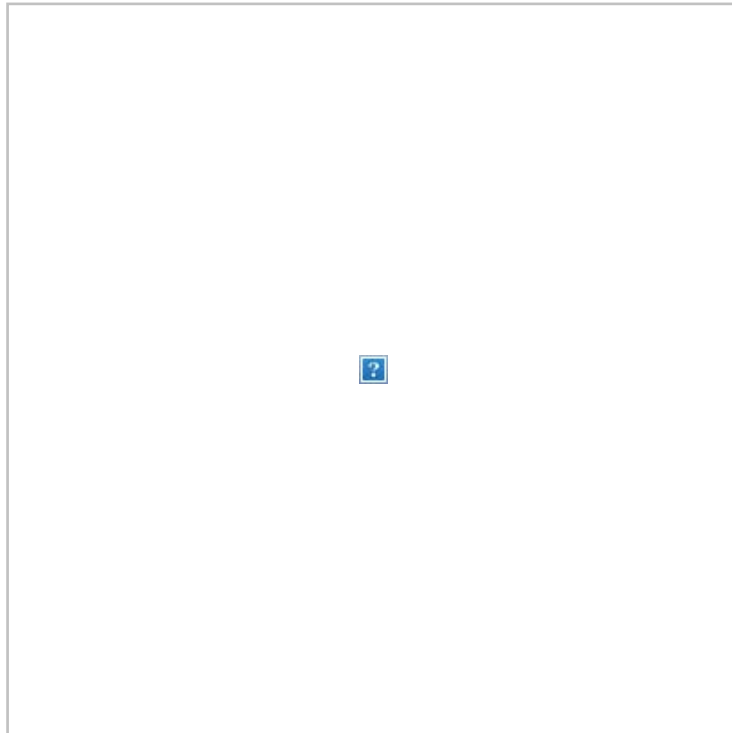
Scott Jordan, Chief Pocket Scientist and CEO of [SCOTTeVEST](#)

From: [Janet DeBard](#)
To: [Participate](#)
Subject: Re: City of Ketchum | Word on the Street
Date: Friday, January 13, 2023 6:10:08 PM

Check out Dignity Moves in Santa Barbara. It is a great program for helping the homeless get back on their feet and become self-sufficient.

Janet DeBard
janetdebardart@gmail.com

On Jan 13, 2023, at 5:01 PM, City of Ketchum <participate@ketchumidaho.org> wrote:



January 13, 2023

Issue No. 119

From: [James Hungelmann](#)
To: [Neil Bradshaw](#); [Jim Slanetz](#); [Michael David](#); [Amanda Breen](#); [Courtney Hamilton](#); [Participate](#)
Cc: [Suzanne Frick](#); [Jade Riley](#); [Matthew A. Johnson](#); martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; [Sam Linnet](#); [Juan Martinez](#); phendricks@sunvalleyidaho.gov; [Michelle Griffith](#); keith.saks@sunvalleyidaho.gov; jconard@sunvalleyidaho.gov; bdufur@sunvalleyidaho.gov; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us; smahoney@bellevueidaho.us; [Chris Johnson](#); reahy@bellevueidaho.us; jcarreiro@bellevueidaho.us; [Allington Law](#); mdavis@co.blaine.id.us; [Angenie McCleary](#); [Dick Fosbury](#); mpomeroy@co.blaine.id.us; Governor@gov.idaho.gov; [Heather Scott](#)
Subject: Ketchum City Council Meeting of January 17, 2023 GENERAL PUBLIC COMMENT Re: Health and Safety concern about Contaminants in Cloud Seeding;
Date: Monday, January 16, 2023 10:06:21 PM
Attachments: [KCC CLOUD SEEDING Jan 16 2023.pdf](#)

January 16, 2023

Mayor Bradshaw and City Councilors
City of Ketchum

Ketchum City Council Meeting of January 17, 2023
GENERAL PUBLIC COMMENT

Re:

***Health and Safety concern about Contaminants in Cloud Seeding:
Pay for Snow – At what cost?***

Dear Mayor and Councilors:

REQUEST IS HEREBY MADE TO YOU, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

Background

How nice it has been to see the snow coming, and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding and how it has been going on for decades, including locally. See, for example, “*Cloud Seeding: Will science be the answer to our snow prayers?*” Sun Valley Magazine (Winter

2022/23).

What is Cloud Seeding?

Cloud seeding is a weather modification technique that involves introducing chemical substances into clouds to convert a greater percent of the moisture available in clouds into precipitation that reaches the earth's surface. According to the mainstream depiction, cloud seeding involves the release of silver iodide (AgI) vapors into the atmosphere using ground-based propane generators or dropping it from aircraft amid storms. The silver iodide particles serve as a nucleating agent for the formation of ice crystals. Mentioned also by some mainstreamers to be in the chemical mix are potassium iodide, dry ice, and even compressed liquid propane.

Pros of Cloud Seeding

Proponents tout that cloud seeding can increase precipitation and snow falls by up to 15% above what would be available from the normal hydrological cycle, with year-to-year consistency that mitigates increasingly volatile and destructive weather conditions including drought and flood. If true, a consistent 15% increase, without downsides, is an attractive proposition for all parties currently participating in contracted cloud seeding services, including power companies, water boards and districts, agriculturalists, and mountain resorts.

Cons

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counter-productive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

- **Human toxicity**

Humans absorb silver iodide through the lungs, nose, skin, and GI tract. Mild exposure can cause GI irritation, renal and pulmonary lesions, and mild argyria (blue or black discoloration of the skin). Severe accumulated exposure can result in hemorrhagic gastroenteritis, shock, enlarged heart, severe argyria, and death by respiratory depression. A key manufacturer of silver iodide for weather modification, Deepwater Chemicals, warns of potential health hazards of silver iodide in its Material Safety Data Sheet as follows:

Chronic Exposure/Target Organs: Chronic ingestion of iodides may produce “iodism”, which may be manifested by skin rash, running nose, headache and irritation of the mucous membranes. Weakness, anemia, loss of weight and general depression may also occur. Chronic inhalation or ingestion may cause argyria characterized by blue-gray discoloration of the eyes, skin and mucous membranes. Chronic skin contact may cause permanent discoloration of the skin.

- Toxicity to Environment including water and food supply

Environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an "extremely hazardous substance" by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a “priority” toxic pollutant, considered to be particularly harmful to human health and the environment.

In a 1971 “Freezing Nucleation” patent (US3587966A), the ongoing use of silver iodide is explained as follows:

The early great success with silver iodide as a freezing nucleant for clouds led to the supposition that because silver iodide has a crystal structure somewhat similar to ice, its success in freezing nucleation was entirely due to this fact. *Some fear has recently been expressed about the toxicity of silver iodide. Accordingly, a search has been made for other crystals which would have similar crystalline form, in the hope that they would prove to be freezing nucleants. Limited success has been made in this direction.* (emphasis added.)

Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

The Rest of the Story

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twin-engine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent

years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

These forensic observers maintain that what is called cloud seeding is only part of large-scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the Council’s reply has been silence, denial, and even ridicule. This aligns with the ominous observation that “the most grossly obvious facts can be ignored when they are unwelcome.”

A Call to Action

I respectfully submit that, given the serious threat represented by “cloud seeding” activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of

toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by doing so, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum

From: [HP Boyle](#)
To: [Participate](#)
Subject: Public Comment on Ordinance 1244 and 1245
Date: Monday, January 16, 2023 6:11:32 PM

Ordinance 1244

The pro forma ballot in Ordinance 1244 is misleading as to how the 0.5% for Air will be spent and could open up the referendum to a legal challenge and invalidation. The ballot currently states:

"2. Half of the one percent to be allocated for the ongoing purpose of preservation of air service"

This is, on its face, not factual. It would only be factual if all of that money went to preservation of air service when, in actual fact, only a minority of the money goes to preserve air service. To leave out where most of that money goes is, on its face, misleading.

The ballot should be reworded as follows:

"2. Half of the one percent to be allocation for the ongoing purpose of promoting tourism and the preservation of air service."

Ordinance 1245

This ballot is misleading. The preamble reads:

"Shall the City of Ketchum adopt Ordinance No. 1245 to increase the local option tax rates in the City of Ketchum by an additional two percent (2%) on hotel/motel rooms and short-term rental occupancy (30 days or less) to be dedicated solely to fund housing."

To be consistent with LOT approved expenses item I ("Workforce housing provision and support"), the ballot should read:

"Shall the City of Ketchum adopt Ordinance No. 1245 to increase the local option tax rates in the City of Ketchum by an additional two percent (2%) on hotel/motel rooms and short-term rental occupancy (30 days or less) to be dedicated solely to provide and support workforce housing."

Thank you,

Perry Boyle
Ketchum

From: [HP Boyle](#)
To: [Participate](#)
Subject: Project Ketchum
Date: Monday, January 16, 2023 5:48:05 PM

I think the website needs some updating.

CIP Budget: 2023 doesn't seem in need of update, but would be nice to know at end of a year how actuals compared to budget, What happened in 2022?

Housing Matters: last updated in September 22

Downtown Parking Plan: nothing since August 22.

Warm Springs Preserve: looks like the Master Plan is due to be posted by Jan 31 per what's on this page.

Mobility: there is no time line or next event for this or record of any decisions taken. The "survey results" radio button just refreshes the page (doesn't take you to the results). Clicking on the Transportation Updates button just shows you the page it was cycling through.

Warm Springs Rd Alternatives: no record of any decision taken and no "next events." No timeline.

Wastewater Plant: hasn't been updates since before November 22, Should have the timeline up.

Budget: the link to the current budget doesn't work.

Other

- As a general rule, probably a good idea to have Next Events for every project along with a project time line and to include all city meetings (not just focus groups) in the next events chain. Also link to Council Minutes/Ordinances when a decision is taken.
- Looks like Apple Maps has not updated Ketchum City Hall location to the new address
- When using the add to calendar feature on the ketchumidaho.org website, meeting location does not get included.

Thank you,

Perry Boyle
Ketchum

From: [james rosenfeld](#)
To: [Participate](#)
Subject: Thoughts on LOT
Date: Sunday, January 15, 2023 12:24:11 PM

Cancel air option tax and apply 1% option tax to housing only.

From: [Lori RANSOHOFF](#)
To: [Participate](#)
Subject: Ketchum hole
Date: Saturday, January 14, 2023 8:50:42 AM

As a close neighbor to the unsightly hole, what is going on?
Lori Ransohoff

Sent from my iPhone



CALL TO ORDER: *(00:00:18 in video)*

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:00 p.m.

ROLL CALL:

Mayor Neil Bradshaw
Michael David
Amanda Breen
Courtney Hamilton
Jim Slanetz (via teleconference)

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Lisa Enourato—Public Affairs & Administrative Services Manager
Morgan Landers—Director of Planning and Building
Abigail Rivin—Senior Planner
Adam Crutcher—Associate Planner
Paige Nied—Associate Planner
Carissa Connelly—Housing Director
Trip Hutchinson—Housing Analyst
Rian Rooney—Housing Fellow
Sarah Michael—Interim Executive Director BCHA
Scott Fortner—Executive Director Visit Sun Valley
Carol Waller—Executive Director Fly Sun Valley Alliance

Mayor Neil Bradshaw announced the amended agenda for this meeting, and that it was posted on Sunday, January 1, 2023. *(00:00:51 in video)*

Motion to approve amended agenda *(00:01:16 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

COMMUNICATIONS FROM MAYOR AND COUNCIL: *(00:01:30 in video)*

- Michael David commented on the City of Ketchum being remarkably busy. He cautioned pedestrians and warned about the intersection of Elkhorn and Highway 75 as a potential accident site. *(00:01:40 in video)*

- Mayor Neil Bradshaw introduced Paige Nied as the new Associate Planner to the Planning and Zoning department. He thanked the public for the comments regarding the Local Option Tax. *(00:02:47 in video)*

PUBLIC COMMENT:

Ananda Kriya—*(00:04:15 in video)*

CONTINUED COMMUNICATIONS FROM MAYOR AND COUNCIL *(00:05:45 in video)*

Motion to Elect Jim Slanetz as City Council President *(00:06:22 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED

CONSENT AGENDA: *(00:06:43 in video)*

Michael David asked to pull agenda item # 10 and vote separately

Motion to approve consent agenda items 3- 9 *(00:09:17 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: ADOPTED UNANIMOUS

Motion to approve consent agenda item 10 *(00:10:27 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Courtney Hamilton, Amanda Breen, Jim Slanetz

NAYS: Michael David

RESULT: ADOPTED

NEW BUSINESS: *(00:10:48 in video)*

12. Housing Update

Presented by: Housing Director Carissa Connelly *(00:11:02 in video)*

Questions and comments by Council: *(00:17:02 in video)*

Housing update continued: Deed-Restriction Purchase Program

Presented by: AICP Housing Fellow City of Ketchum Rian Rooney *(00:22:07 in video)*

Questions and comments by Council: *(00:44:07 in video)*

PUBLIC HEARING: *(01:06:16 in video)*

11. Discussion Regarding potential May Local Option Tax (LOT) Election
Presented by: City Administrator Jade Riley

PUBLIC COMMENT:

Ed Simon—*(01:31:20 in video)*

Keith Perry—Blaine County Housing Authority *(01:33:57 in video)*

Scott Fortner—Visit Sun Valley *(01:37:10 in video)*

Carol Waller—Fly Sun Valley Alliance *(01:39:34 in video)*

Sarah Michael—Blaine County Housing Authority *(01:41:04 in video)*

Perry Boyle—*(01:52:54 in video)*

Public Hearing Closed *(01:47:40 in video)*

Discussion and comments and questions by Council *(01:47:55 in video)*

ADJOURNMENT:

Motion to adjourn at 6:27 p.m.

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

January 17, 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



**CITY OF KETCHUM
TREASURER'S QUARTERLY FINANCIAL REPORT
1ST QUARTER - DECEMBER 31, 2022**

FUND	BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	12,497,062	1,606,624	1,044,367	2,931	76,587	21.8%	2,490,711
WAGON DAYS	151,550	46	1,549	0	0	1.1%	33,617
GENERAL CIP	2,549,374	0	0	311,785	0	12.2%	622,995
CITY SALES TAX	2,846,469	0	356,238	0	540,844	31.5%	456,777
LOT-ADDITIONAL 1%	2,066,247	0	186,166	0	16,566	9.8%	680,623
FIRE GO BOND	611,769	0	0	0	0	0.0%	29,641
FIRE CONSTRUCTION	268,722	0	119,672	0	119,672	0.0%	1,762
IN-LIEU HOUSING	305,000	0	0	768,449	0	252.0%	257,594
STRATEGIC INITIATIVE	848,349	19,892	156,261	0	0	20.8%	66,587
WATER	2,815,101	108,440	141,622	0	188,012	15.6%	552,312
WATER CIP	559,000	0	0	182,850	0	32.7%	188,404
WASTEWATER	6,868,120	195,785	216,329	0	1,126,468	22.4%	891,895
WASTEWATER CIP	4,248,090	0	0	85,504	0	2.0%	1,064,566
POLICE TRUST	7,500	0	0	0	0	0.0%	41
PARKS/REC DEV TRUST	1,122,456	0	348,962	2,979	0	31.4%	30,486
DEVELOPMENT TRUST	150,000	0	103,609	0	0	69.1%	22,509

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
CITY TREASURER

FY 2023

Monthly Financial Reports

As of December 31, 2022



This packet is divided into three sections: (1) General Fund (2) Original LOT (3) In-Lieu Housing (4) City/County Housing Fund (5) Enterprise Funds.

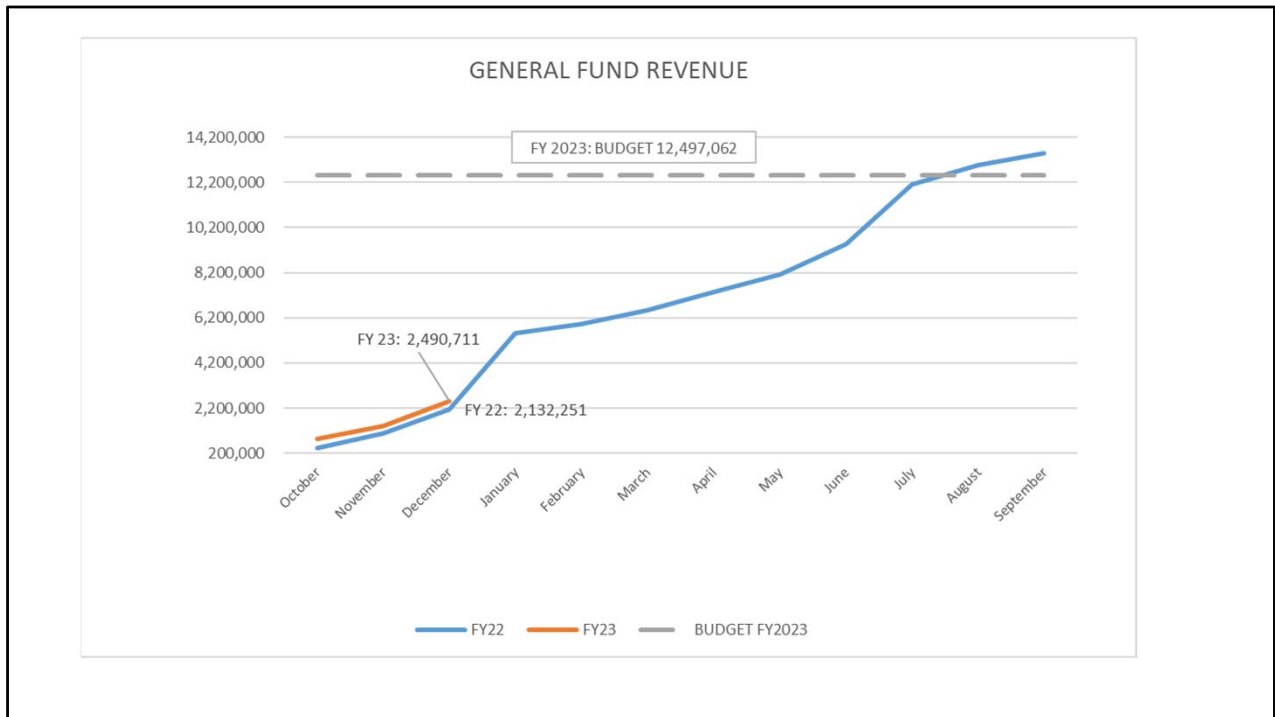
Slides includes information on current progress relative to the prior year and the current budget.

Summary

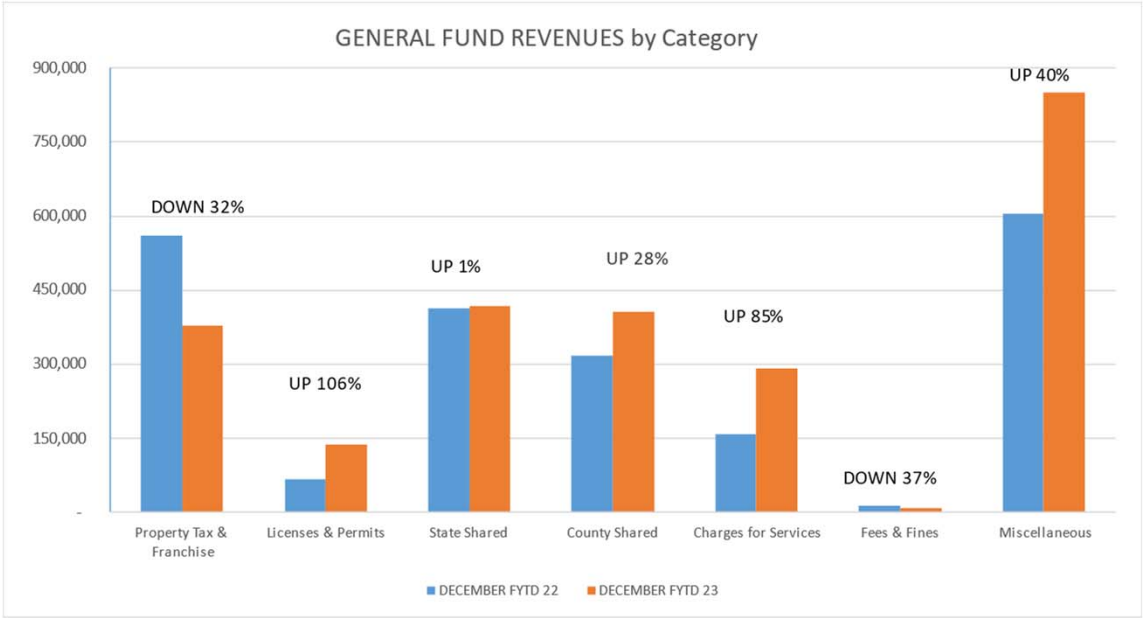
GENERAL FUND				
1. REVENUES	Year to Date	%	Remaining	%
Approved Budget	12,497,062			
Year to Date (YTD)	2,490,711	19.9%	10,006,351	80.1%
2. EXPENDITURES				
Approved Budget	12,497,062			
Year to Date (YTD)	2,730,510	21.8%	9,766,553	78.2%
3. Net Position	(239,799)			
4. Fund Balance Carry Over FY22	3,548,554			
<i>17% assigned by Council</i>	2,124,501			

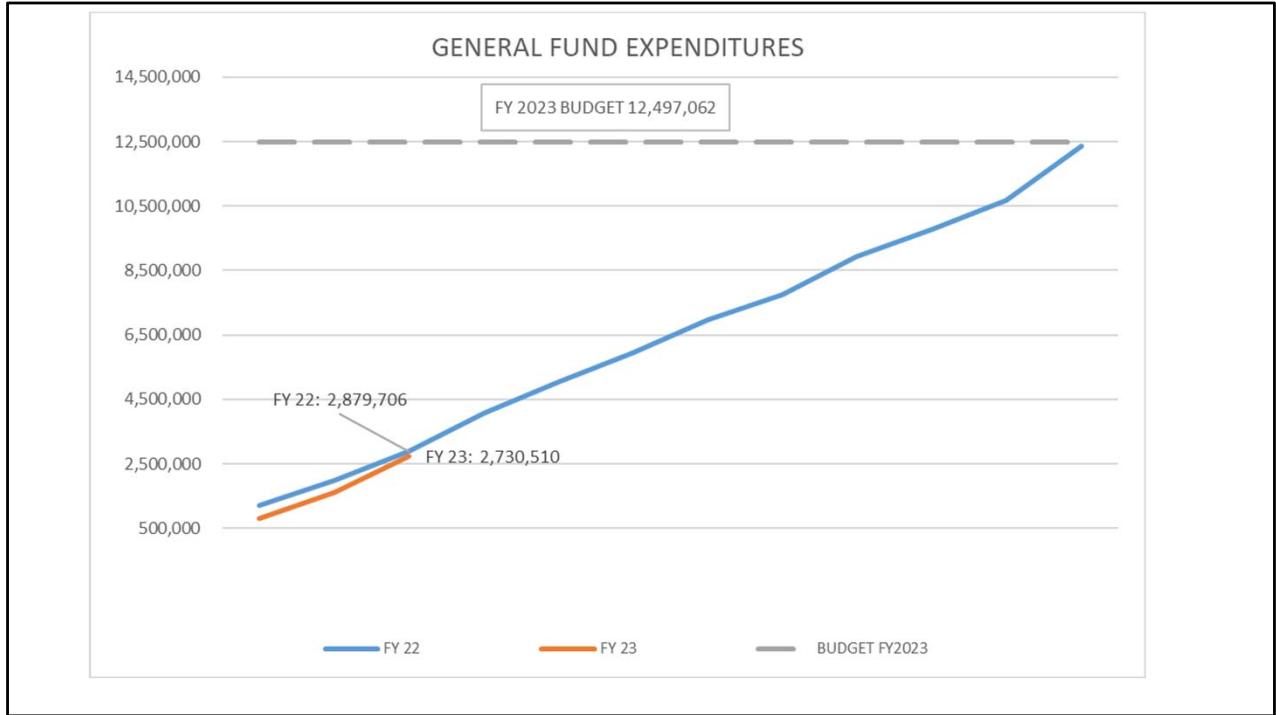
LOCAL OPTION TAX				
1. REVENUES	Year to Date	%	Remaining	%
Approved Budget	2,846,469			
Year to Date (YTD)	456,777	16%	2,389,692	84%
2. EXPENDITURES				
Approved Budget	2,846,469			
Year to Date (YTD)	897,082	32%	1,949,387	68%
3. Net Position	(440,306)			
4. Fund Balance Carry Over	454,669			

General Fund



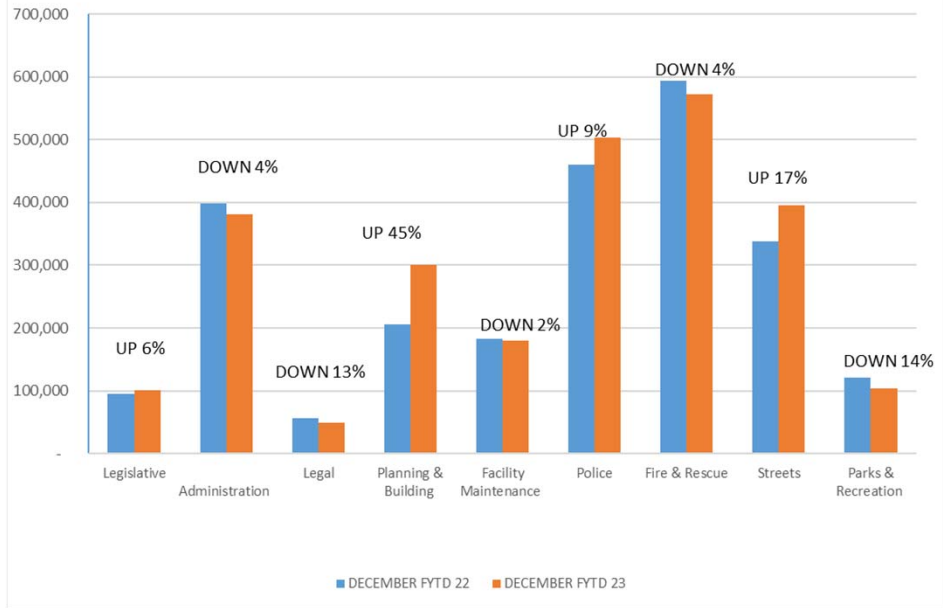
The General Fund revenues are up approximately \$358,460 (17%) compared to FY2022. The increase is largely due to an increase in the LOT transfer for emergency services, interest earned State of Idaho LGIP and permitting.



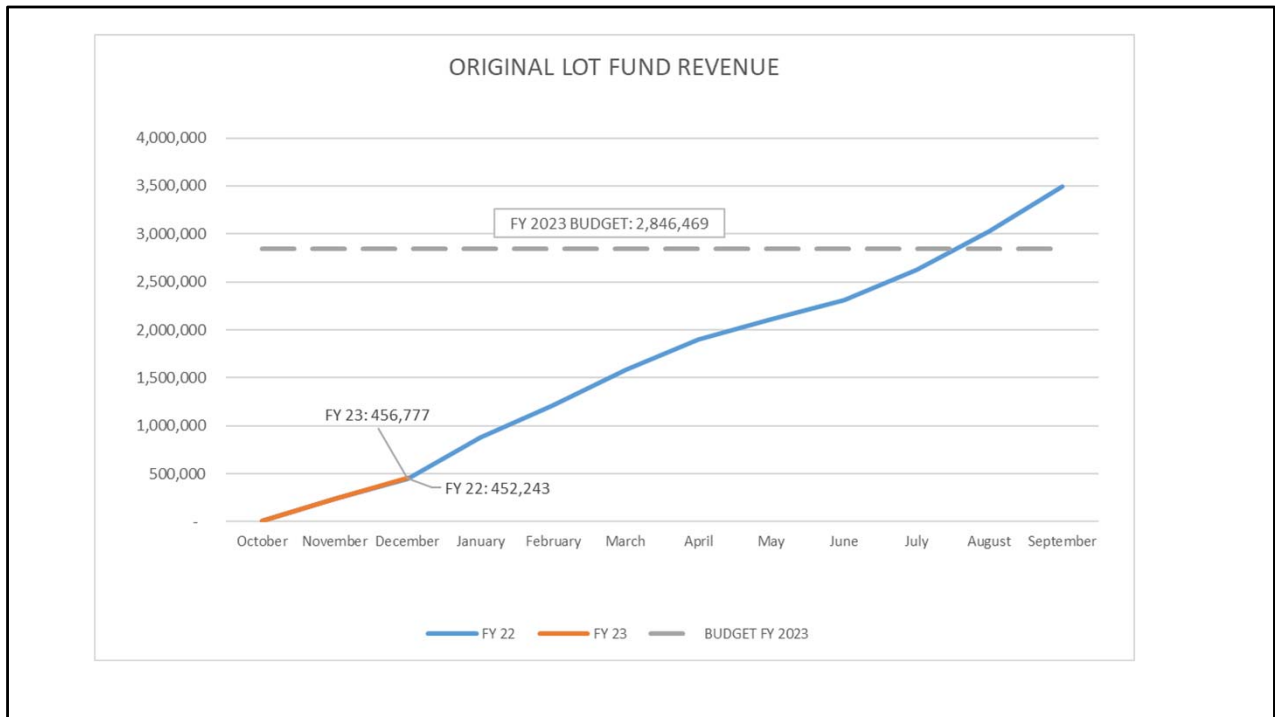


The General Fund expenditures are down \$149,196 (5%) FYTD.

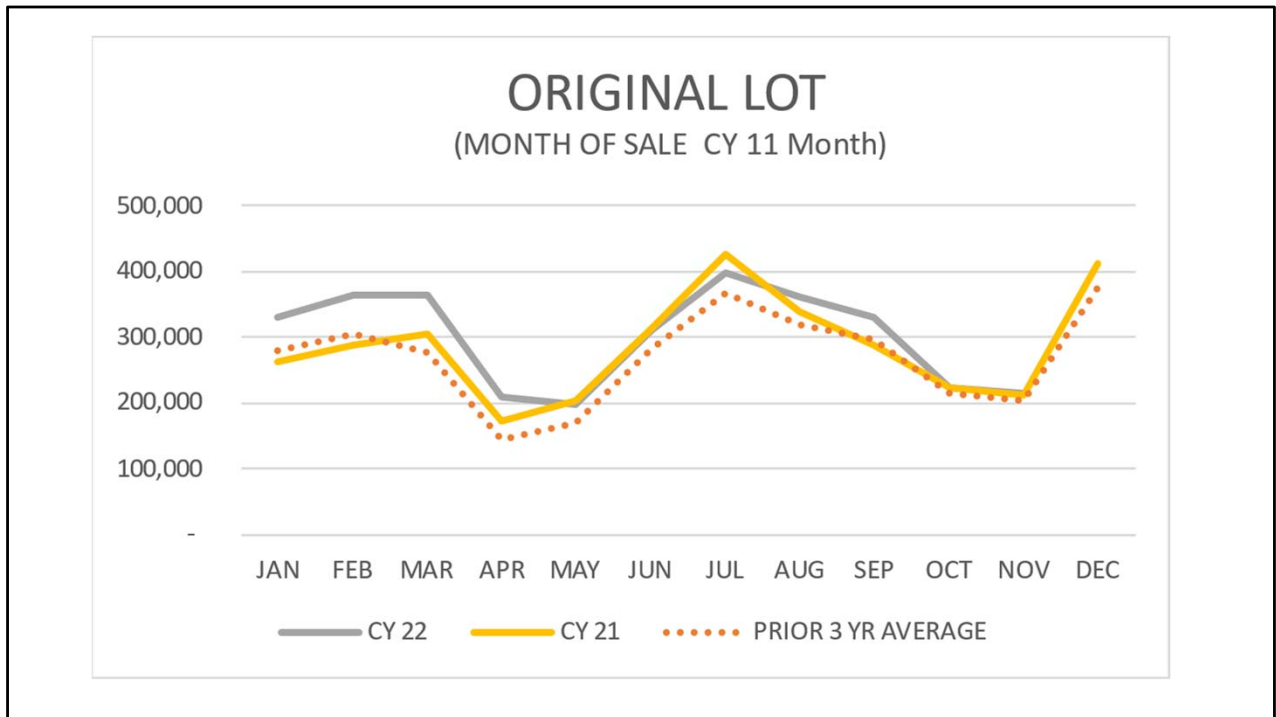
GENERAL FUND EXPENDITURES by Department



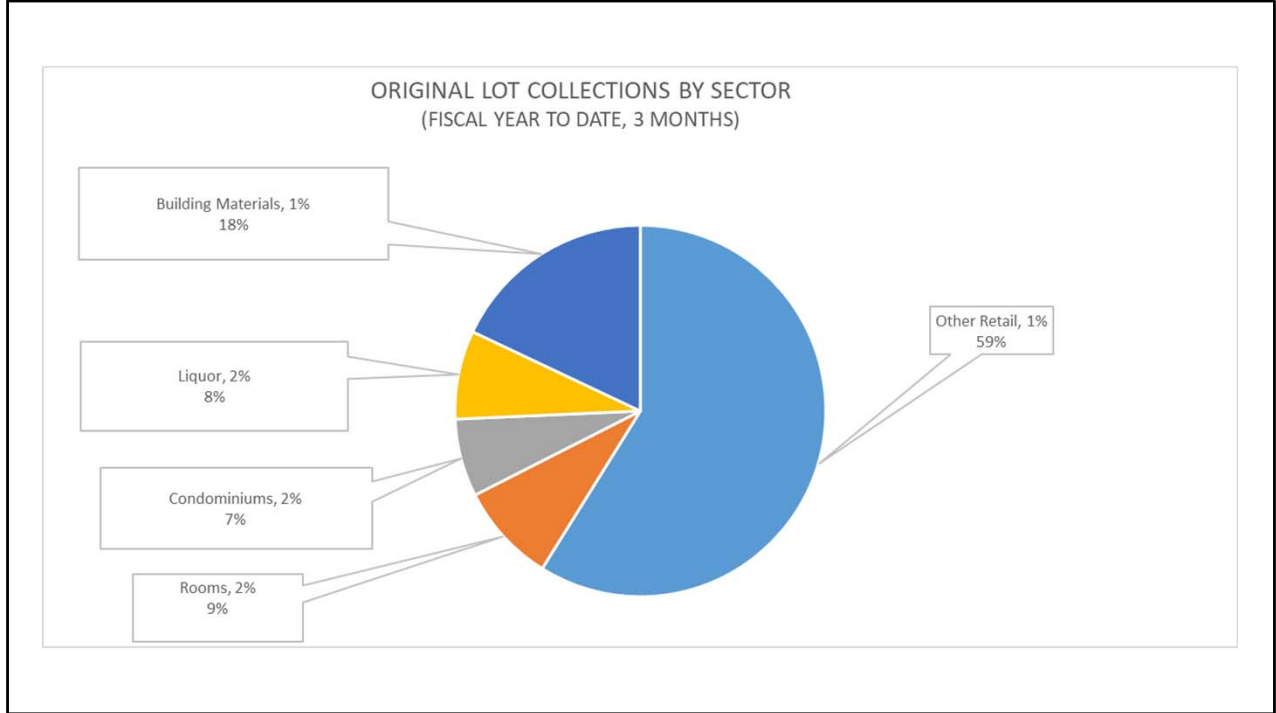
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$4,534 (1%) FYTD.

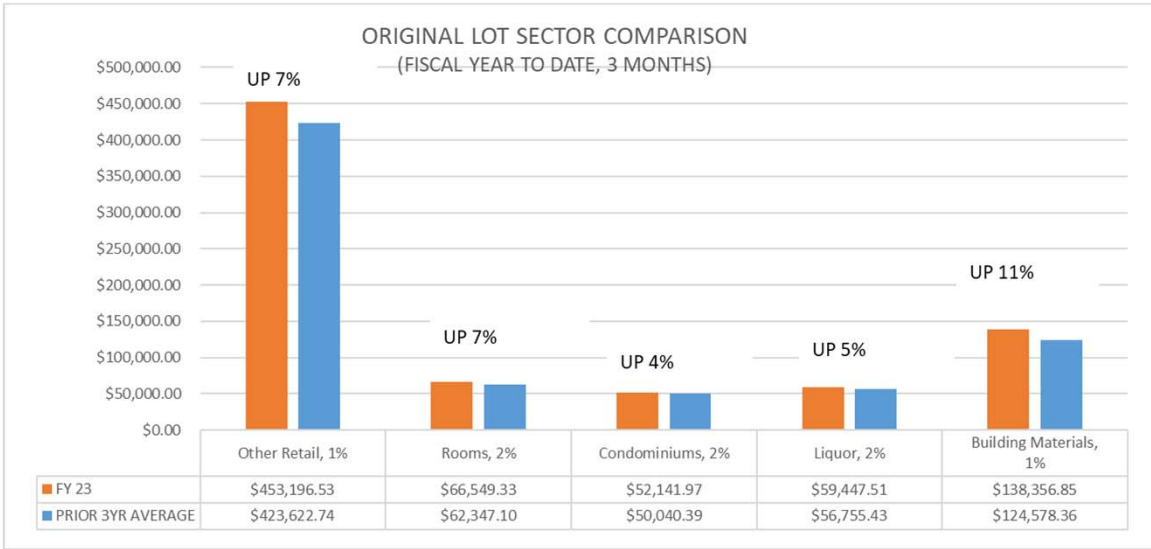


Original LOT for November month of sale are up approximately 1.7% compared to last year and up approximately 5% compared to the prior three-year average.



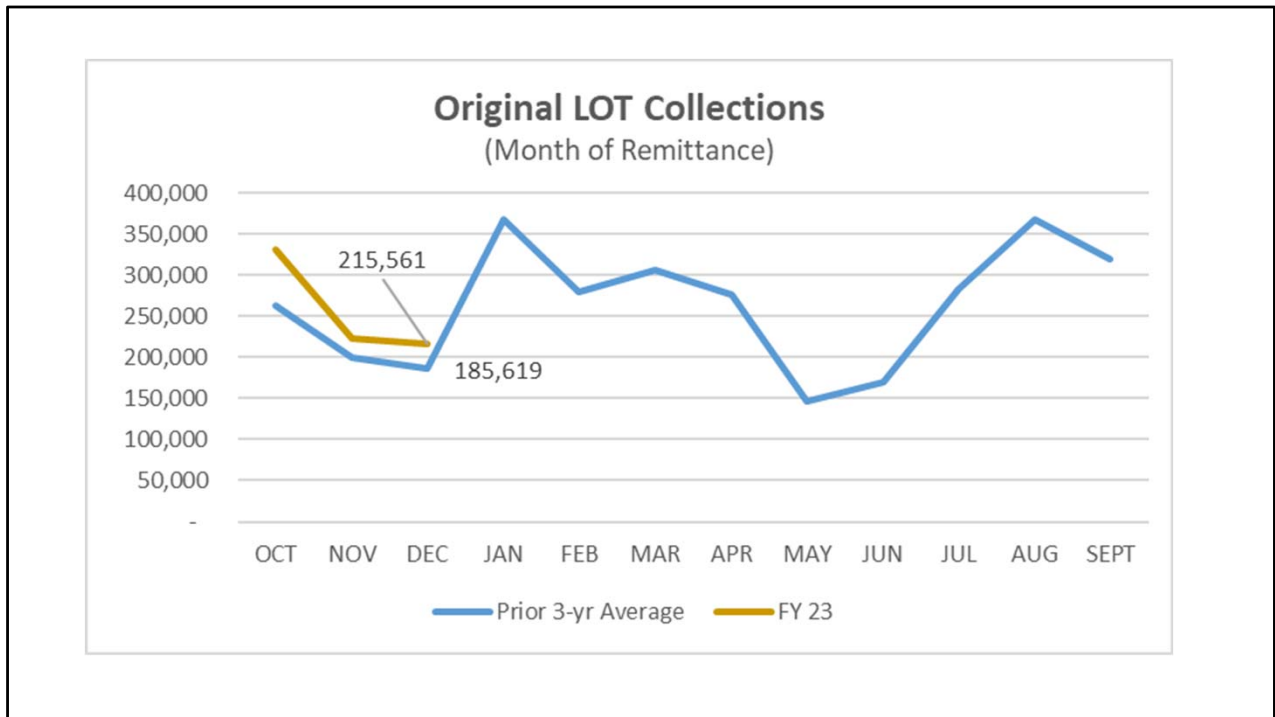
To date in FY 2023 (3 month), Original LOT collections have been generated by each sector as follows:

- 1. Retail has generated 59% of the total.
- 2. Building Materials have generated 18%.
- 3. Liquor has generated 8%.
- 4. Rooms have generated 9%.
- 5. Condominiums have generated 7%.



Through the three month of FY 2023, collections compared to the prior three-year average are as follows:

1. Retail is up 7%.
2. Rooms are up 7%.
3. Condominiums are up 4%
4. Liquor is up 5%.
5. Building Materials are up 11%.



Revenues from Original LOT covered sales are up approximately 16.1% compared to the average of the prior three years.

In-Lieu Housing Fund

IN-LIEU HOUSING						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		305,000			
	Year to Date (YTD)		257,594	84.5%	47,406	15.5%
2.	EXPENDITURES					
	Approved Budget		305,000			
	Year to Date (YTD)		768,449	252.0%	(463,449)	-152.0%
3.	Net Position		(510,855)			
4.	Fund Balance Carry Over		2,366,255		<i>to be used for Bluebird</i>	
	FY 2022 Budgeted for projects		2,500,000			
	FY 2023 Bluebird Additional Funding		800,000			
			3,300,000			

Fund balance carry over from FY21 \$2,366,255 are restricted for Bluebird Village as well as the FY2023 budget of \$305,000. FY2023 budget will be amended.

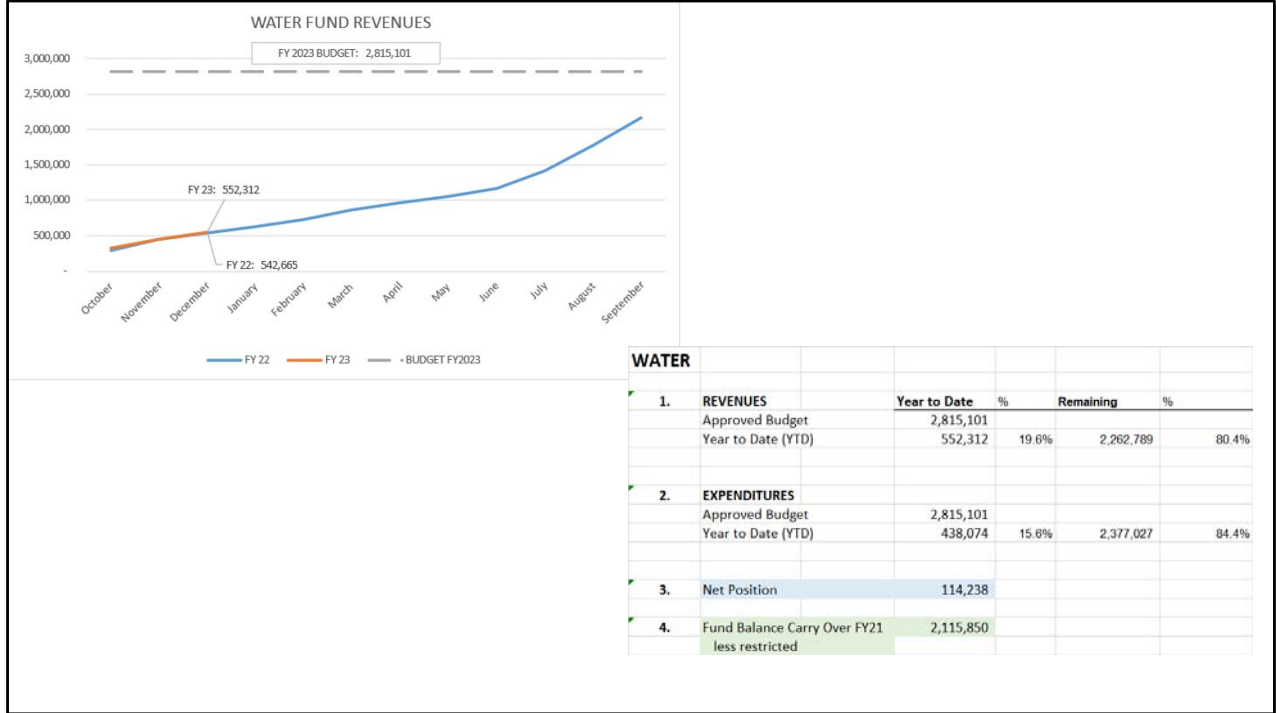
City/County Housing Fund

City/County Housing Fund

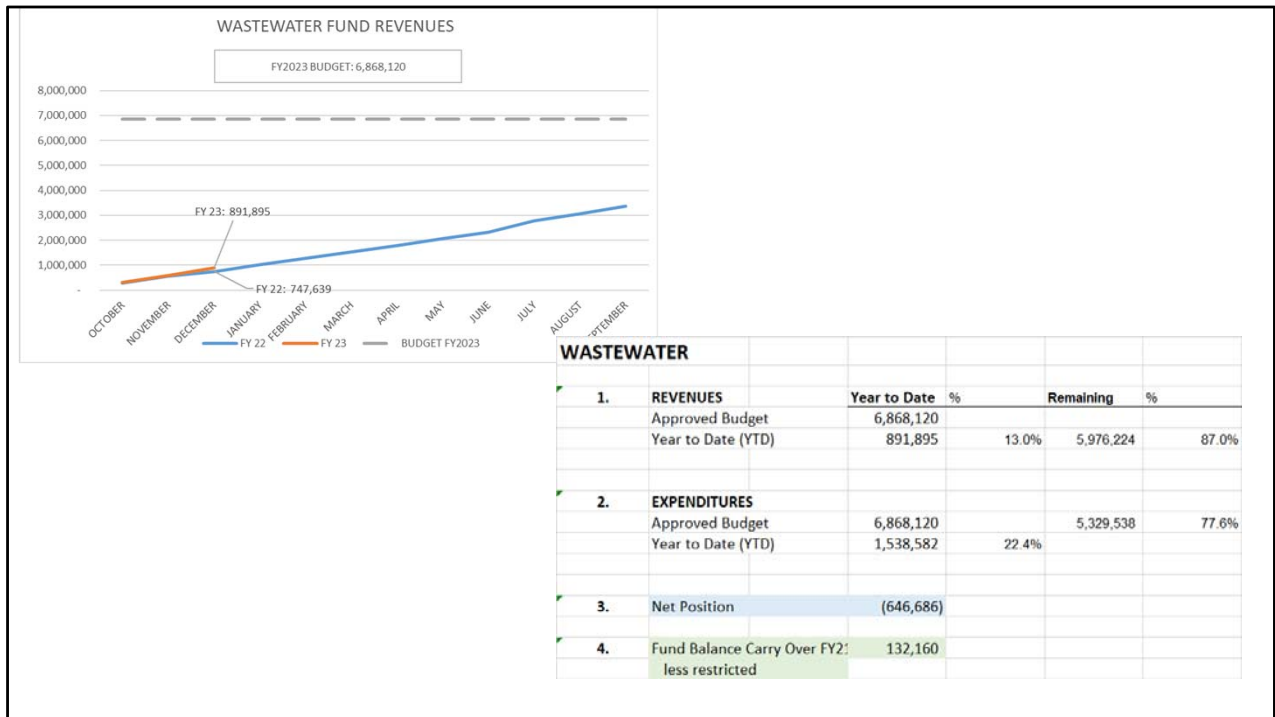
1.	REVENUES	<u>Year to Date</u>	<u>%</u>	<u>Remaining</u>	<u>%</u>
	Approved Budget	848,349			
	Year to Date (YTD)	66,587	7.8%	781,762	92.2%
2.	EXPENDITURES				
	Approved Budget	848,349			
	Year to Date (YTD)	176,153	20.8%	672,196	79.2%
3.	Net Position	(109,566)			
4.	Fund Balance Carry Over	551,194			

Revenue		
Transfer from GF Fund Balance	250,000	Budget amendment
Blaine Couty for Housing	60,000	Budget amendment
Purchase Orders/Contract Expenditures		
#20701 Agnew & Beck	92,200	
#22052 Sullivan & Reberger	25,000	
#22038 Carissa Connelly	95,000	
#22038 Carissa Connelly extention	38,000	400 hrs @95
#22071 Canyon Excavation	18,535	Lifflower Lodge
#22121 Rian Rooney	30,000	
Communication to the public May election	15,000	
#20638 Nested	15,750	
Total PO/Contracts	329,485	

Enterprise Funds



The Water Fund revenues are up \$9,647 (1.8%) FYTD.



The Wastewater Fund revenues are up \$144,256 (19%) FYTD.

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	Purchase Order Number
GENERAL FUND				
01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD				
NBS-NATIONAL BENEFIT SERVI	CP336354	FSA TOTAL	2,086.21	
01-3700-3600 REFUNDS & REIMBURSEMENTS				
WACHS, DENNIS	R 010322	STR APP PARTIAL REFUND	263.50	
Total :			2,349.71	
LEGISLATIVE & EXECUTIVE				
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	22.95	
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG				
JAQUET, WENDY	R 120222	LUNCH REIMBURSEMENT KETCHUM REPS	76.42	
Total LEGISLATIVE & EXECUTIVE:			99.37	
ADMINISTRATIVE SERVICES				
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Medical	259.65	
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	48.75	
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
COPY CENTER LLC	2518	FEDEX SHIPMENT	41.87	
US BANK	4026 122622	USPS SM FLATE RATE BOX	10.40	
US BANK	6235 122622	RAINBOW CARDS	6.48	
US BANK	6235 122622	ABC STAMPS	39.15	
US BANK	9749 122622	RETURN:GATE	72.19	
01-4150-4200 PROFESSIONAL SERVICES				
DARK TO LIGHT PRODUCTIONS	1703	KFD LOGO DESIGN	9,000.00	
SENTINEL FIRE & SECURITY, IN	83369	191 5TH STREET MONITORING	164.70	
US BANK	6235 122622	GIFT CERTIFICATES- SILVER CREEK OUTFITERS	200.00	
JAQUET, WENDY	121422	RESORT CITIES COALITION HOURS	630.00	
VALLEY TEMP SERVICES INC	INVONO14	ELIZABETH INSINGER	208.00	
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
US BANK	2745 122622	TRELLO	87.50	
US BANK	2745 122622	TRELLO.COM	6.25	
US BANK	2745 122622	TRELLO.COM	5.83	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087264135 86	2087264135 862B 121322	947.21	
CENTURY LINK	2087265574 24	2087265574 240B	59.39	
US BANK	5030 122622	8*8	2,038.34	
US BANK	5030 122622	MICROSOFT	58.98	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
COX BUSINESS	0012401047131	0012401047131901 122522	99.79	
DELL FINANCIAL SERVICES	2327589	LEASE RENEWAL	70.34	
AT&T MOBILITY LLC	287310798935	287310798935 122322	255.24	
LUMEN	621123571	74754376 122422	.51	
01-4150-5110 COMPUTER NETWORK				
CIVICPLUS LLC	251704	MUNICODE MEETINGS PREMIUM ANNUAL RENEWAL	2,310.00	
US BANK	2745 122622	IDRIVE.COM	180.99	
US BANK	5030 122622	ZOOM.COM	79.00	
US BANK	5030 122622	MICROSOFT	62.86	
US BANK	5030 122622	VIMEO PREMIUM	900.00	
US BANK	6235 122622	LOGITECH MIC	215.61	
DELL FINANCIAL SERVICES	2381224	PROPERTY TAX MGMT FEE	.74	
01-4150-5150 COMMUNICATIONS				
US BANK	5030 122622	MAILCHIMP	120.00	
US BANK	6235 122622	SHUTTERSTOCK	29.00	
US BANK	6235 122622	LATER.COM	15.00	
US BANK	6235 122622	YOUTUBE PREMIUM	11.99	
01-4150-5200 UTILITIES				
CITY OF KETCHUM	DECEMBER 2	360	56.39	
CITY OF KETCHUM	DECEMBER 2	208	398.55	
CITY OF KETCHUM	DECEMBER 2	772	66.88	
CITY OF KETCHUM	DECEMBER 2	9994	871.83	
IDAHO POWER	2206452274 12	2206452274	345.45	
IDAHO POWER	2224128120 12	2224128120 122222	1,156.56	
INTERMOUNTAIN GAS	44919030005 1	44919030005 122222	62.36	
INTERMOUNTAIN GAS	76053745030 1	76053745030 122222	988.75	
01-4150-6510 COMPUTER SERVICES				
CASELLE, INC.	121990	Caselle Support & Maintenance 0223	2,483.00	
01-4150-7400 OFFICE FURNITURE & EQUIPMENT				
US BANK	6235 122622	SELECTBLINDS	246.68	
Total ADMINISTRATIVE SERVICES:			24,767.83	
LEGAL				
01-4160-4270 CITY PROSECUTOR				
ALLINGTON, ESQ., FREDERICK	120294	Monthly Prosecutor Payment	3,883.33	
Total LEGAL:			3,883.33	
PLANNING & BUILDING				
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	22.95	
01-4170-4210 PROFESSIONAL SERVICES - IDBS				
DIVISION OF BUILDING SAFETY	1222 BPF	DECEMBER 2022	13,327.60	
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
US BANK	6235 122622	JOB LISTING	79.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total PLANNING & BUILDING:			13,429.55	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
NBS-NATIONAL BENEFIT SERVI	884361	CAFETERIA PLAN DEBIT CARD FEES	9.00	
US BANK	5030 122622	BLUE + PINE	125.00	
01-4193-4500 1ST/WASHINGTON RENT				
URBAN RENEWAL AGENCY	6268	URA RENT	3,000.00	
01-4193-6500 CONTRACT FOR SERVICE				
BLAINE COUNTY TREASURER	5	Sustainability	21,655.00	
Total NON-DEPARTMENTAL:			24,789.00	
FACILITY MAINTENANCE				
01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Medical	341.14	
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	24.38	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1010273	38950 123122	850.52	
01-4194-4200 PROFESSIONAL SERVICES				
BIG WOOD LANDSCAPE, INC.	27620	SNOW REMOVAL FY 2023	1,500.00	23031
BIG WOOD LANDSCAPE, INC.	27621	SNOW REMOVAL FY 2023	450.00	23031
BIG WOOD LANDSCAPE, INC.	27622	SNOW REMOVAL FY 2023	570.00	23031
BIG WOOD LANDSCAPE, INC.	27623	SNOW REMOVAL FY 2023	420.00	23031
BIG WOOD LANDSCAPE, INC.	27624	SNOW REMOVAL FY 2023	420.00	23031
BIG WOOD LANDSCAPE, INC.	27625	SNOW REMOVAL FY 2023	390.00	23031
BIG WOOD LANDSCAPE, INC.	27626	SNOW REMOVAL FY 2023	390.00	23031
BIG WOOD LANDSCAPE, INC.	27627	SNOW REMOVAL FY 2023	540.00	23031
BIG WOOD LANDSCAPE, INC.	27628	SNOW REMOVAL FY 2023	540.00	23031
BIG WOOD LANDSCAPE, INC.	27629	SNOW REMOVAL FY 2023	420.00	23031
BIG WOOD LANDSCAPE, INC.	27630	SNOW REMOVAL FY 2023	540.00	23031
BIG WOOD LANDSCAPE, INC.	27631	SNOW REMOVAL FY 2023	1,300.00	23031
BIG WOOD LANDSCAPE, INC.	27632	SNOW REMOVAL FY 2023	600.00	23031
BASELINE INC	13375-2023	Basemanager Annual Services	398.00	
01-4194-5200 UTILITIES				
CITY OF KETCHUM	DECEMBER 2	9996	56.40	
CITY OF KETCHUM	DECEMBER 2	1245	41.85	
CITY OF KETCHUM	DECEMBER 2	536	130.95	
CITY OF KETCHUM	DECEMBER 2	9991	56.40	
CITY OF KETCHUM	DECEMBER 2	456	14.55	
CITY OF KETCHUM	DECEMBER 2	560	14.55	
CITY OF KETCHUM	DECEMBER 2	532	58.90	
CITY OF KETCHUM	DECEMBER 2	1127	14.55	
CITY OF KETCHUM	DECEMBER 2	9995	43.65	
IDAHO POWER	2201272487 12	2201272487 122222	252.30	
IDAHO POWER	2203538992 12	2203538992 122222	46.04	
INTERMOUNTAIN GAS	32649330001 1	130 S 1 AVE	33.87	
INTERMOUNTAIN GAS	65669030002 1	65669030002 122222	14.45	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
SPECKERT CUSTOME WOODWO	010423	REPLACE DOOR PANEL WITH GLASS	325.00	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
CHATEAU DRUG CENTER	2638235	BULBS	42.72	
CITY OF KETCHUM	DECEMBER 2	192	325.54	
IDAHO POWER	2202522062 12	2202522062 122222	544.91	
INTERMOUNTAIN GAS	17499804809 1	17499804809	478.35	
US BANK	9988 122622	WET FLOOR SIGN	45.99	
COX BUSINESS	0012401034971	0012401034971402 122222	143.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
CLEAR CREEK LAND CO. LLC	0000037463	OLD GEEZER ALLY	231.00	
IDAHO POWER	2226452353 12	2226452353 122822	26.81	
JOE'S BACKHOE SERVICES, INC.	7422056	TRANSPORT CAT	520.00	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
RIVER RUN AUTO PARTS	6538-186000	COTTER PIN	9.89	
RIVER RUN AUTO PARTS	6538-186303	HEADLIGHT	23.38	
US BANK	9988 122622	HUB ASSEMBLY	409.14	
US BANK	9988 122622	CV BOLT	44.50	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2301-526745	SIDEWALK SCRAPER	42.99	
PIPECO, INC.	S4875114.001	SCRAPER/CHOPPER	27.04	
PLATT ELECTRIC SUPPLY	3065225	STREET OUTLETS	490.82	
Total FACILITY MAINTENANCE:			14,203.58	
POLICE				
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Medical	184.15	
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	9.80	
01-4210-3100 OFFICE SUPPLIES & POSTAGE				
US BANK	4026 122622	CSO HEATED JACKETS	515.16	
US BANK	4026 122622	CSO HEATED GLOVES	323.98	
01-4210-4200 PROFESSIONAL SERVICES				
KETCHUM COMPUTERS, INC.	19371	MONTHLY MAINTENANCE, WATCHGUARD SUPPORT	998.25	
01-4210-4250 PROF.SERVICES-BCSO CONTRACT				
BLAINE COUNTY CLERK/RECOR	201060	BCSO Law Enforcement Services	145,144.75	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087267848 10	2087267848 105B 121322	140.63	
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
KARL MALONE FORD HAILEY	105589	SERVICE F150 CSO	583.21	
Total POLICE:			147,899.93	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
FIRE & RESCUE				
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Medical	1,046.35	
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	81.75	
01-4230-3200 OPERATING SUPPLIES FIRE				
ATKINSONS' MARKET	08574582	REVERSAL MUFFINS/SCONES	13.61-	
BOUNDTREE MEDICAL	84795708	Medical EQUIPMENT	66.99	
GO-FER-IT	115871	Delivery from Watts Hydraulics	36.75	
US BANK	3938 122622	ATKINSONS-MUFFINS/SCONES	13.61	
US BANK	9939 122622	PLANNER JOURNAL	16.11	
US BANK	9939 122622	LABEL MARKER TAPE	34.98	
01-4230-3210 OPERATING SUPPLIES EMS				
ATKINSONS' MARKET	08574582	REVERSAL MUFFINS SCONES	13.61-	
BOUNDTREE MEDICAL	84795708	Medical EQUIPMENT	66.99	
BOUNDTREE MEDICAL	84806071 1227	EMS SUPPLIES	250.02	
CHATEAU DRUG CENTER	2626496	C BATTERIES	32.28	
US BANK	3938 122622	ATKINSONS-MUFFINS/SCONES	13.61	
US BANK	9939 122622	PLANNER JOURNAL	16.10	
US BANK	9939 122622	LABEL MARKER TAPE	34.97	
HENRY SCHEIN	31937433	EMS SUPPLIES	233.75	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
CHRISTENSEN INC.	1010138	37267 123122	492.68	
CHRISTENSEN INC.	1010287	39060 123122	347.12	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
CHRISTENSEN INC.	1010138	37267 123122	492.68	
01-4230-4900 TRAINING/TRAVEL/MTG FIRE				
US BANK	3938 122622	ATKINSONS	33.42	
US BANK	3938 122622	PEDIATRIC ADVANCT SUPPORT PALS INSTRUCTOR MANUAL	32.29	
US BANK	9939 122622	SHOP CPR PALS INSTRUCTOR ESSENTIALS	38.00	
01-4230-4910 TRAINING EMS				
US BANK	3938 122622	ACLS&PALS INSTRUCTOR CLASS	500.00	
US BANK	9939 122622	RC HEALTH SERVICES AHA CARDS	150.00	
US BANK	9939 122622	AIARE TRAINING MATERIALS	207.97	
01-4230-5100 TELEPHONE & COMMUNICATION FIRE				
MTE COMMUNICATIONS	056983 010123	COMMUNICATIONS	30.25	
US BANK	3938 122622	ZOOM.COM	74.95	
VERIZON WIRELESS	9923734017	842054354-00001 122322	282.52	
01-4230-5110 TELEPHONE & COMMUNICATION EMS				
MTE COMMUNICATIONS	056983 010123	COMMUNICATIONS	30.25	
US BANK	3938 122622	ZOOM.COM	74.95	
VERIZON WIRELESS	9923734017	842054354-00001 122322 v 2	282.52	
AT&T MOBILITY LLC	287307161044	287307161044 122322 v2	356.00	
AT&T MOBILITY LLC	287307161044	287307161044 122322	356.00	
01-4230-5200 UTILITIES				
CITY OF KETCHUM	DECEMBER 2	2307	148.85	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
IDAHO POWER	2226144497 01	2226144497	2,302.60	
INTERMOUNTAIN GAS	26223127833 1	26223127833 122722	2,412.44	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
US BANK	9939 122622	CUB CADET PINS	11.49	
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ				
US BANK	3938 122622	N&N iNTERNATIONAL-HYDRANT FLOW TEST KIT	2,447.39	
US BANK	9939 122622	CAR CHARGER POWER ADAPTER	118.97	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
US BANK	9939 122622	BRAUN NW INC GRABBAR, LATCH-E, ETC	554.26	
01-4230-6900 OTHER PURCHASED SERVICES FIRE				
US BANK	3938 122622	HAILEY COFFEE	43.47	
US BANK	3938 122622	KETCHUM TOWN CENTER-COFFEE	51.84	
Total FIRE & RESCUE:			13,789.95	
STREET				
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	41.37	
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Vision	303.01	
01-4310-3200 OPERATING SUPPLIES				
D & B SUPPLY INC.	11166	Work Shirts	464.85	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
WEX BANK	86056135	Fuel Purchases	1,946.97	
CHRISTENSEN INC.	1010140	37269 123122	9,899.15	
01-4310-4200 PROFESSIONAL SERVICES				
S. ERWIN EXCAVATION INC	22-1002	WINTER 22-23 SNOW HAULING SERVICE- ADDITIONAL	500.00	
S. ERWIN EXCAVATION INC	22-1002	WINTER 22-23 SNOW HAULING SERVICE	12,375.00	23044
CANYON EXCAVATION. LLC	2542	WINTER 22-23 SNOW HAULING SERVICE	15,400.00	23041
AWSI	556270	0643840	33.75	
AWSI	556270	7927211226	17.50	
AWSI	556270	7927211225	33.75	
AWSI	556270	475210-53	15.00	
AWSI	556270	4735225-53	15.00	
AWSI	556270	0643840	17.50	
AWSI	556270	7927211225	17.50	
AWSI	556270	4735221-53	15.00	
AWSI	556270	356906	15.00	
AWSI	556270	7927211226	33.75	
AWSI	556270	4735215-53	15.00	
AWSI	556270	24180	15.00	
AWSI	556270	4735226-53	15.00	
AWSI	556270	4735219-53	15.00	
AWSI	556270	4735220-53	15.00	
01-4310-5200 UTILITIES				
CITY OF KETCHUM	DECEMBER 2	9999	57.65	
CITY OF KETCHUM	DECEMBER 2	9993	100.72	
INTERMOUNTAIN GAS	32649330001 1	200 E 10 ST	1,176.20	
INTERMOUNTAIN GAS	32649330001 1	911 WARM SPRINGS	446.74	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
INTERMOUNTAIN GAS	49439330009 1	49439330009 122222	369.95	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
US BANK	9988 122622	EQU 8244 GAUGE	31.79	
COMMERCIAL TIRE	315341 V2	WINTER TIRES 966M LOADER - PAYMENT 2	3,870.00	
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2047705	200 10TH ST	41.64	
CINTAS	5139398554	SERVICE CABINET- STREET DEPT	165.29	
NORCO	36673143	CYLINDER RENTAL	246.45	
TREASURE VALLEY COFFEE INC	2160:08739165	HOT COCOA	24.25	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200749261 12	2200749261 122422	399.20	
IDAHO POWER	2201013857 12	2201013857 122222	20.03	
IDAHO POWER	2203855230 12	2203855230	100.24	
IDAHO POWER	2204535385 12	2204535385	80.14	
IDAHO POWER	2206773224 12	2206773224 122222	10.00	
IDAHO POWER	2207487501 12	2207487501 122222	8.59	
Total STREET:			48,367.98	
RECREATION				
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	13.15	
01-4510-3200 OPERATING SUPPLIES				
US BANK	7926 122622	BASE PAINT SAMPLE	6.47	
01-4510-3250 RECREATION SUPPLIES				
A.C. HOUSTON LUMBER CO.	2212-524771	SILICONE SEALANT	13.99	
US BANK	7926 122622	KETCHUM RANGER DISTRICT-TREES	10.00	
01-4510-3500 MOTOR FUELS & LUBRICANTS				
LUTZ RENTALS	138559-1	Propane	39.25	
LUTZ RENTALS	138575-1	Propane	18.57	
LUTZ RENTALS	138664-1	Propane	30.38	
CHRISTENSEN INC.	1010139	37268 123122	15.49	
01-4510-5200 UTILITIES				
INTERMOUNTAIN GAS	31904030009 1	31904030009	243.61	
Total RECREATION:			390.91	
Total GENERAL FUND:			293,971.14	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
US BANK	6235 122622	WIX.COM	30.00	
Total WAGON DAYS EXPENDITURES:			30.00	
Total WAGON DAYS FUND:			30.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7200 TECHNOLOGY UPGRADES				
CDW GOVERNMENT, INC.	FQ19022	SUP ESSENTIAL EDITION	3,184.00	
CDW GOVERNMENT, INC.	FS02974	SURFACE TC PRO	152.99	
CDW GOVERNMENT, INC.	FX60660	CREDIT MEMO STATECH USB CABLE	28.96-	
US BANK	4026 122622	PINGPOTTER LICENSE	39.99	
03-4193-7607 SIDEWALK CURB AND GUTTER				
STRATA	TF22432	GEOTECH EVALUATION OF EAST AVENUE	10,103.21	22129
Total GENERAL CIP EXPENDITURES:			13,451.23	
FACILITY MAINT CIP EXPENDITURE				
03-4194-7145 FOREST SRV PARK ROOF RES				
CUEVA ELK ROOFING	001737	METAL ROOD FOREST SERVICE PARK	4,999.00	
Total FACILITY MAINT CIP EXPENDITURE:			4,999.00	
Total GENERAL CAPITAL IMPROVEMENT FD:			18,450.23	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6060 EVENTS/PROMOTIONS				
ASCAP	500713125 122	MUNICIPAL ANNUAL LICENSE FEE	420.00	
SESAC, INC.	10615707	Music License	553.00	
US BANK	6235 122622	USPS HOLIDAY ELVES	12.00	
US BANK	6235 122622	EVENT CANDY	25.36	
US BANK	6235 122622	JANES-ART SUPPLIES	55.79	
22-4910-6080 MOUNTAIN RIDES				
MOUNTAIN RIDES	12074	TRANSPORTATION SERVICES	64,083.34	23012
Total ORIGINAL LOT TAX:			65,149.49	
Total ORIGINAL LOT FUND:			65,149.49	
ADDITIONAL1%-LOT FUND				
ADDITIONAL 1%-LOT				
25-4910-4220 SUN VALLEY AIR SERVICE BOARD				
SUN VALLEY AIR SERVICE BOA	010623	November MOS 2022	196,141.87	
Total ADDITIONAL 1%-LOT:			196,141.87	
Total ADDITIONAL1%-LOT FUND:			196,141.87	
CITY/COUNTY HOUSING				
CITY/COUNTY HOUSING EXPENSE				
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	3.35	
54-4410-4200 PROFESSIONAL SERVICES				
NESTED STRATEGIES	1110	HOUSING PHILANTHROPY	937.50	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
NESTED STRATEGIES	1111	HOUSING PHILANTHROPY	687.50	
LANDING, INC.	1437	LEASE TO LOCALS RENTAL PROGRAM	7,500.00	22120
RIAN ROONEY	5	Housing Research & Project	2,918.75	22121
NEUROMEDIATION GROUP LLC	1048	HOUSING STABILITY: EVICTION MEDIATION	3,083.33	22127
54-4410-4210 LEASE TO LOCALS				
ZLOT, LAURA	LTL 011023	LTL INITIAL PAYMENT	1,000.00	
54-4410-4220 EMERGENCY HOUSING				
US BANK	4026 122622	RANGE HOOD VENT	28.51	
TV PIPE LLC	42194	48" CMP 16GA GALV.	585.00	
Total CITY/COUNTY HOUSING EXPENSE:			16,743.94	
Total CITY/COUNTY HOUSING:			16,743.94	
WATER FUND				
WATER EXPENDITURES				
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Medical	288.82	
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	16.50	
63-4340-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	160959	Office Supplies	110.17	
63-4340-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI2047711	110 RIVER RANCH RD - ADMIN - 123022	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2047713	110 RIVER RANCH RD - WATER - 123022	60.59	
GO-FER-IT	115871	Water Samples	69.30	
GO-FER-IT	117170	Water Samples	23.10	
TREASURE VALLEY COFFEE INC	2160 08665080	SQWINCHER STIX & COFFEE	103.08	
63-4340-3250 LABORATORY/ANALYSIS				
MAGIC VALLEY LABS, INC.	26624	Drinking Water Bacteria, Cooler Return	129.00	
63-4340-3400 MINOR EQUIPMENT				
US BANK	5198 122622	FREEZE MISER FAUCET COVERS	58.95	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1010142	37271 123122	334.26	
63-4340-4200 PROFESSIONAL SERVICES				
AWSI	556270	7927211216	17.50	
AWSI	556270	7927211215	17.50	
AWSI	556270	7927211215	33.75	
AWSI	556270	4735216-53	15.00	
AWSI	556270	4735224-53	15.00	
AWSI	556270	4735223-53	15.00	
AWSI	556270	7927211216	33.75	
OPAL ENGINEERING, PLLC	234	ENGINEERING CONTRACT FOR WATER AND WW DESIGN	825.00	22105
63-4340-4300 STATE & WA DISTRICT FEES				
WRRC&D	WRRC&D - 20	2023 SCIPES Infracture Contribution	10,886.72	
WRRC&D	WRRC&D - 20	2023 CIEF Contribution	30,240.94	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	5198 122622	BACKFLOW ASSEMBLY TESTER- 55286448	30.00	
US BANK	5198 122622	WW TREATMENT OPERATOR CLASS-55286758	30.00	
US BANK	5198 122622	DRINKING WATER DISTRIBUTION OPERATOR-55286362	30.00	
US BANK	5198 122622	WW TREATMENT OPERATOR 55285464	30.00	
US BANK	5198 122622	WW COLLECTION OPERATOR CLASS3- 55286216	30.00	
US BANK	5198 122622	ID RURAL WATER ASSOCIATION- WATER UTILITY SAFETY	225.00	
US BANK	5198 122622	DRINKING WATER OPERATOR CLASS 2-55286942	30.00	
GASTON, STEPHANIE	R 011023	WATER TREATMENT CERTIFICATION TEST APPLICATION- REIMBURSEMENT	100.00	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
SENTINEL FIRE & SECURITY, IN	80239	110 RIVER RANCH RD MONITORING	74.25	
SENTINEL FIRE & SECURITY, IN	83193	110 RIVER RANCH RD MONITORING	74.25	
US BANK	5198 122622	ACCESS POINT U6 PRO	169.43	
VERIZON WIRELESS	9922889531	365516521 121322	123.13	
AT&T MOBILITY LLC	287318858311	287318858311 122322	90.57	
63-4340-5200 UTILITIES				
DIG LINE	0070333-IN	Monthly Fee	36.15	
IDAHO POWER	2202458903 12	2202458903 122022	958.56	
IDAHO POWER	2203658592 12	2203658592 122722	5,754.22	
IDAHO POWER	2206786259 12	2206786259 122022	55.99	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD A	64.34	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
RIVER RUN AUTO PARTS	6538-186382	DOOR HANDLE-EXTERIOR	39.39	
RIVER RUN AUTO PARTS	6538-186777	TOWSTRAP 15 W/HOOK	59.90	
Total WATER EXPENDITURES:			51,323.37	
Total WATER FUND:			51,323.37	
WATER CAPITAL IMPROVEMENT FUND				
WATER CIP EXPENDITURES				
64-4340-7500 AUTOMOTIVE EQUIPMENT				
CON PAULOS INC	010423	CHEVY SILVERADO 2500 WT DOUBLE CAB GAS	47,413.00	23050
64-4340-7800 CONSTRUCTION				
CANYON EXCAVATION. LLC	2538	LDS Church Waterline Conversion	7,593.88	
Total WATER CIP EXPENDITURES:			55,006.88	
Total WATER CAPITAL IMPROVEMENT FUND:			55,006.88	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP336354	HRA Medical	1,041.60	
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	884798	FSA & HRA Plan Administration Fees DECEMBER 22	39.20	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
65-4350-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	160959	Office Supplies	110.18	
65-4350-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI2047711	110 RIVER RANCH RD - ADMIN - 123022	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2047712	110 RIVER RANCH RD - WASTEWATER - 123022	136.40	
CHATEAU DRUG CENTER	2645792	ZIPLOC BAGS	5.69	
NAPA AUTO PARTS	130306	PURPLE POWER	5.03	
UPS STORE #2444	MMN7FR5X5P	WATER SAMPLES	18.39	
US BANK	5198 122622	PENTAGON SAFETY EQUIPMENT	140.00	
65-4350-3400 MINOR EQUIPMENT				
NAPA AUTO PARTS	131635	CARBIDE BURR	17.79	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1010141	37270 123122	1,039.78	
65-4350-3800 CHEMICALS				
NORTH CENTRAL LABORATORI	480891	Chemicals/supplies	603.85	
THATCHER COMPANY, INC.	2022100128302	ALUMINUM SULFATE	8,052.11	23004
65-4350-4200 PROFESSIONAL SERVICES				
ANALYTICAL LABORATORIES, I	96338	Copper/Metal Diegestion/S&H	349.38	
AWSI	556270	4735214-53	15.00	
AWSI	556270	570398	15.00	
AWSI	556270	4735217-53	15.00	
AWSI	556270	4735222-53	15.00	
AWSI	556270	4735211-53	15.00	
AWSI	556270	7927211217	17.50	
AWSI	556270	7927211217	33.75	
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	5198 122622	WW LAB OPERATOR CLASS-55248116	30.00	
US BANK	5198 122622	ID RURAL WATER ASSOCIATION- CERT MATH REVIEW MEMEBER	120.00	
US BANK	5198 122622	WW TREATMENT OPERATOR CLASS- 55247528	30.00	
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 12	2087268953 121322	63.46	
SENTINEL FIRE & SECURITY, IN	80239	110 RIVER RANCH RD MONITORING	24.75	
SENTINEL FIRE & SECURITY, IN	83193	110 RIVER RANCH RD MONITORING	24.75	
65-4350-5200 UTILITIES				
IDAHO POWER	2202703357 12	2202703357 122022	107.25	
IDAHO POWER	2206786259 12	2206786259 122022	55.98	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD SLUDGE	124.00	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD C	711.72	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD GRIT	713.22	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD A	64.33	
INTERMOUNTAIN GAS	58208688554 1	58208688554 122222	96.04	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
NAPA AUTO PARTS	131470	MOTOR OIL 5W30	23.99	
NAPA AUTO PARTS	131537	CREDIT FOR INV. #126257	190.29-	
NAPA AUTO PARTS	131866	MOTOR OIL 5W30	18.99	
NAPA AUTO PARTS	131891	CREDIT FOR INV. #131635 & 131470	41.78-	
RIVER RUN AUTO PARTS	6538-186379	POLY RIB BELT	46.59	
RIVER RUN AUTO PARTS	6538-186525	FUEL LINE HOSE	8.75	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
RIVER RUN AUTO PARTS	6538-186550	Wiper Blades	12.95	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
US BANK	5198 122622	NSCD GARAGE SEAL RETAINERS, SEAL	353.63	
US BANK	5198 122622	GLOBAL INDUSTRIAL-DESTRATIFICATION FAN	607.54	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
DIG LINE	0070333-IN	Monthly Fee	36.15	
US BANK	5198 122622	ID RURAL WATER ASSOCIATION-GIS MAPPING SYSTEM	120.00	
Total WASTEWATER EXPENDITURES:			14,871.93	
Total WASTEWATER FUND:			14,871.93	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
CLEARMINDGRAPHICS	5490	WELCOME MAP SIGNS	574.34	
NESTED STRATEGIES	1110	Warm Spring PRESERVE PHILANTHROPY COUNSEL	2,812.50	
NESTED STRATEGIES	1111	Warm Spring PRESERVE PHILANTHROPY COUNSEL	1,062.50	
STUDIO SUPERBLOOM, LLC	WSP-005	TASK ORDER 4	17,570.63	
BRENNAN, ROBERT	R 011023	PROPERTY TAX REFUND WARM SPRINGS PRESERVE	2,797.95	
Total PARKS/REC TRUST EXPENDITURES:			24,817.92	
Total PARKS/REC DEV TRUST FUND:			24,817.92	
Grand Totals:			736,506.77	

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 17, 2023

Mayor Bradshaw and City Councilors:

Recommendation to Approve LOT Settlement Agreement with Business As Usual

Recommendation and Summary

Staff is recommending the council to approve the Local Option Tax Settlement Agreement with Business As Usual:

I move to approve the Local Option Tax Settlement Agreement with Business As Usual.

Introduction and History

The City has adopted certain non-property local option taxes (“LOT”) under Ketchum Municipal Code Title 3, Chapter 3.12. Business As Usual has failed to remit and is delinquent in remission of such LOT payments. The Parties find it more effective and efficient to enter into this Agreement to resolve and settle the payment of certain delinquent LOT for the sale of taxable retail goods in the City for the filed but unpaid periods, and for the unfiled and unpaid periods.

Financial Impact

- The City of Ketchum will realize revenue of \$3,169.55 and additional payments of the unfiled and unpaid periods of delinquent LOT from approval of this agreement.

Attachments:

Business As Usual LOT Settlement Agreement

LOCAL OPTION TAX SETTLEMENT AGREEMENT

This Local Option Tax Settlement Agreement (the “Agreement”) is made and entered into effective to the ___ day of _____, 2023. The parties (“Parties”) to this Agreement are Business As Usual (“Business As Usual”), whose local address is 531 N. Main St., Ketchum, Idaho 83340, and the City of Ketchum, Idaho (“City”), whose address is P.O. Box 2315, Ketchum, ID 83340.

RECITALS

WHEREAS, Business As Usual is an office supply store in Ketchum, Idaho; and,

WHEREAS, the City has adopted certain non-property local option taxes (“LOT”) under Ketchum Municipal Code Title 3, Chapter 3.12 (“City Code”), and pursuant to the City’s authority under Idaho Code § 50-1044 (“State Law”); and,

WHEREAS, Business As Usual failed to remit and or/is delinquent in remission of such LOT payments; and,

WHEREAS, the Parties find it more effective and efficient to enter into this Agreement to resolve and settle the payment of certain delinquent LOT for the sale of taxable retail goods in the City for the filed but unpaid periods, and for the unfiled and unpaid periods; and,

WHEREAS, resolving and settling the payment of the aforementioned filed but unpaid periods of delinquent LOT requires that Business As Usual pay the City the outstanding account balance of three-thousand and one-hundred sixty-nine dollars and fifty-five cents (\$3,169.55) in accordance with the terms of this Agreement; and,

WHEREAS, resolving and settling the payment of the aforementioned unfiled and unpaid periods of delinquent LOT requires that Business As Usual submit filings and payments, including any applicable late fees, for the periods of August 2019, October 2019, December 2019, January 2020, March 2020, and April 2020; and,

THEREFORE, in consideration of and in exchange for the agreements and commitments contained in this Agreement, the Parties agree as set forth below.

TERMS OF SETTLEMENT

1. Business As Usual agrees to:

- a. Make monthly payments no later than the fifth (5th) day of each month in the amount of seven hundred fifty dollars (\$750.00) until the total amounts owed to the City are paid in full.

2. The City agrees to:
 - a. Refrain from filing any further enforcement actions against Business As Usual as long as the above-specified monthly payments are received in a timely manner.

FAILURE TO COMPLY

1. Should Business As Usual fail to make timely monthly payments as set forth above, the City will pursue further enforcement, pursuant to Ketchum City Code § 3.12.190:
 - a. Revoke the sales tax permit for Business As Usual.
 - b. Seek misdemeanor criminal charges, punishable by jail time and/or up to a \$300.00 fine for each month found to be in violation.
 - c. Place a lien on any property owned by Business As Usual and seek collection of such in a court of law.
 - d. Seek any and all other remedies as allowable under State Law and City Code.

GENERAL PROVISIONS

1. Choice of Law. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Idaho without regard to its conflict of law principles. Any action to enforce, construe or seek damages for breach of this Agreement, or to rescind this Agreement, shall be brought exclusively in Blaine County, Idaho.
2. Modification. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
3. Merger and Integration. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
4. Incorporation of Recitals. The recitals stated above shall be and hereby are incorporated in and are an integral part of this Agreement by this reference.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the

same force and effect as manually executed signatures.

6. Attorney's Fees. In any litigation or other proceeding relating to this Agreement, the prevailing Party shall be entitled to recover its out-of-pocket costs and reasonable attorneys' fees.
7. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
8. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld).
9. Miscellaneous. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
10. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the address(es) provided in Section 1 of this Agreement.

The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

By: _____
Brad Roos, President
Business As Usual, Inc.

By: _____
Neil Bradshaw, Mayor
City of Ketchum, Idaho

ATTEST: _____
Trent Donat, City Clerk



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve a Revised Contract with Best Day HR for Professional Services Related to Recruitment Services for Public Works Director

Recommendation and Summary

Staff is recommending a revised contract with Best Day HR to assist with the recruitment of a Public Works Director. Best Day HR assisted the city in two previous searches, however, both finalist candidates withdrew at the end of the process. In the previous contract, Best Day was not compensated until the candidate accepted the position. Best Day is now requesting a more traditional compensation structure for recruitment services.

"I move to approve Contract #23054 with Best Day HR."

The reasons for the recommendation are as follows:

- Best Day HR has completed similar efforts for Idaho public employers and poses the proper network of potential candidates
- The compensation structure is reasonable as it a blended model of a fixed fee should the search not be successful; and a percentage of candidate's compensation should a successful candidate accepting the position.

Sustainability Impact

The Public Works Director will serve as the city's lead resource on all sustainability matters.

Financial Requirement/Impact

The attached contract outlines the city will compensate the contractor for direct expenses related to national and regional advertisement costs; set fee if search is unsuccessful; and 17.5% of starting salary should the candidate accept the city's offer. This contract can be funded via the savings from the vacant position.

Attachments

Contract #23054
Purchase Order

**INDEPENDENT CONTRACTOR AGREEMENT
RECRUITING SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and effective between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "City") and BestDayHR (hereinafter referred to as "BDHR").

RECITALS

WHEREAS, The City wishes to contract with BDHR for recruitment of a Public Works Director for the City; and

WHEREAS, BDHR wishes to contract with the City to provide recruitment efforts of a Public Works Director for the City;

NOW THEREFORE, it is agreed as follows:

1. **TERM OF AGREEMENT.** The term of this agreement shall commence on the agreement's effective date and shall be in full force and effect until a qualified Director is hired or until one of the parties gives the other party sixty (60) days written notice of their intent to end the Agreement. The Agreement may be extended by mutual agreement.
2. **SCOPE OF WORK.** BDHR will provide recruitment assistance to the City in search of a Public Works Director. Such work will consist of:
 - a. Assessment of the City's job description, compensation package, team dynamics details, organizational culture components, the uniqueness of living in the Ketchum area
 - b. Creation of job announcements and postings and package information for the City's website
 - c. Recruitment efforts via trade sites, job boards and professional networks
 - d. Screening of candidates via resume review and initial interviews
 - e. Recommendation of candidates
3. **AMOUNT AND METHOD OF PAYMENT.** The City agrees to pay BDHR for services rendered under this agreement as follows:
 - a. The City of Ketchum will be responsible for fees associated with postings on various job boards and trade sites, regardless if a position is ever secured. The City approves an initial amount not to exceed \$5,000 for BDHR's use for posting on various job boards, trade sites, and other recruitment costs. BDHR will support all expenditures with receipts in a form acceptable to the City. If additional funds are needed, this will be discussed and approved through the City before any additional costs are incurred.

- b. BDHR will invoice the City for costs related to creating marketing and recruitment materials as that work is completed, regardless if a position is ever secured.
 - c. In the event travel is required to fulfill BDHR's responsibilities under this Agreement, BDHR will invoice the City for reasonable travel costs (airfare, hotel, ground transportation, parking, meals) and will provide receipts to support all expenditures in a form acceptable to the City for these reimbursable expenses. The City also agrees that BHDR will charge the City an hourly rate of \$175 per hour for travel. Before any travel related expenses are incurred BDHR will receive approval from the City to incur such expenditures.
 - d. The City of Ketchum will be responsible for costs associated with background checks.
 - e. The City agrees to lock down, in writing, the hiring pay range that BDHR is to utilize for the candidate search and communication.
 - f. Once a candidate is selected and has accepted the written offer, the City will pay BDHR 17.50% of the first year's salary for the position.
 - g. If, for any reason, a qualified Director cannot be hired, or the City gives BDHR written notice of their intent to end the Agreement, a minimum fee of \$5,000 will be paid to BDHR.
4. WORKERS' COMPENSATION. BDHR shall provide and be solely responsible for Workers' Compensation coverage to its employees.
5. EQUAL OPPORTUNITY EMPLOYER. BDHR agrees that it shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, age, gender or disability.
6. CANCELLATION. Should one party default in performance of any promise, condition, or covenant herein, the other party shall have the right to cancel this Agreement upon fifteen (15) days written notice.
7. INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
8. ATTORNEY'S FEES. Should either party default in performance of any promise, condition, or covenant in this Agreement, said defaulting party shall pay all costs and expenses incurred, including reasonable attorney's fees, by the other party.
9. DISCLAIMER. That there are no verbal promises, implied promises, representation, covenants, or warranties not set forth in writing in this Agreement, and no modification

of this Agreement shall be binding unless evidenced in writing signed by the parties hereto.

10. ASSIGNMENT. This Agreement shall not be transferred, assigned, or hypothecated by either party without the prior written consent of the other.

11. MISCELLANEOUS PROVISIONS.

- a. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- b. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall both preclude or waive its rights to use or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- e. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matters.
- f. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- g. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed any original, but all of which together shall constitute one and the same instrument.
- h. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- i. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

EFFECTIVE DATE: January 18, 2023

AGREED:

David Jeppson
BestDayHR

Mayor Neil Bradshaw
City of Ketchum

ATTEST:

Trent Donat, City Clerk



CITY OF KETCHUM
 PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 23054

To: 5769 BEST DAY HR 2588 EAST BOOMER LANE BOISE ID 83714-9537	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/12/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	PUBLIC WORKS DIRECTOR RECRUITMENT 01-4193-8802	5,000.00	5,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		5,000.00

 Authorized Signature



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Memorandum of Understanding (MOU) with Resort Cities Coalition members.

Recommendation and Summary

Staff is recommending the Council approve the MOUs with Resort Cities Coalition members in support of the advocacy efforts entrusted to the lobbying firm contracted for the 2023 legislative session.

"I move to approve the MOUs with the fellow resort cities of Cascade, Driggs, Hailey, Sandpoint and Swan Valley for the 2023 legislative session."

Introductions

The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.

The purpose of the MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the participating cities in cooperation with the City of Ketchum for these resort cities advocacy efforts. If all are to participate, there are 20 potential partnerships in total.

Sustainability

No direct impact.

Financial Impact

The approved lobbyist contract is funded via the Non-Departmental budget. A three-tiered funding structure has been proposed consisting of small towns at \$250, mid-sized at \$500, and larger communities at \$2,500. Should full financial participation occur, the net cost to the City of Ketchum would be \$12,500. Reimbursements have been received from 9 participating cities as of January 12, 2023, for a total of \$7,000.

Attachments

Memorandum of Understanding #23-001 – City of Cascade, ID
Memorandum of Understanding #23-002 – City of Driggs, ID

Memorandum of Understanding #23-003 – City of Hailey, ID
Memorandum of Understanding #23-004 – City of Sandpoint, ID
Memorandum of Understanding #23-005 – City of Swan Valley, ID

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the City of Ketchum, an Idaho municipal corporation, and the City of Cascade, an Idaho municipal corporation.

1. Background: The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. Purpose: The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Cascade in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. The City of Ketchum will:
 - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
 - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. The City of Cascade will:
 - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
 - b. Contribute to the City of Ketchum in the amount of \$250.00 dollars (\$250.00) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. Term: This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. Responsibility of Parties: Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

City of Ketchum: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340
(208) 727-5084
jriley@ketchumidaho.org

City of Cascade _____:

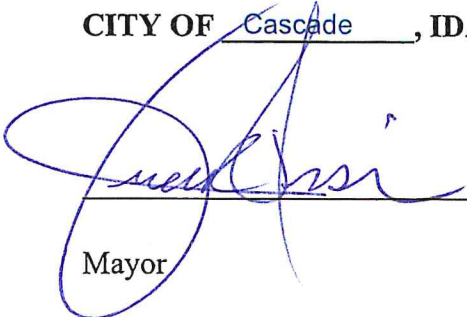
8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within all participating resort cities.

CITY OF KETCHUM, IDAHO

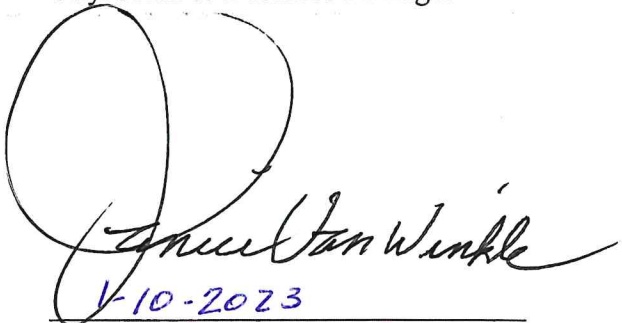
Neil Bradshaw Date
Mayor

Attest: Trent Donat
City Clerk & Business Manager

CITY OF Cascade, IDAHO



Date
Mayor


1-10-2023

Attest:
City Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the City of Ketchum, an Idaho municipal corporation, and the City of Driggs, an Idaho municipal corporation.

1. Background: The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. Purpose: The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Driggs in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. The City of Ketchum will:
 - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
 - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. The City of Driggs will:
 - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
 - b. Contribute to the City of Ketchum in the amount of five hundred dollars (\$500) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. Term: This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. Responsibility of Parties: Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

City of Ketchum: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340
(208) 727-5084
jriley@ketchumidaho.org

City of Driggs :
August Christensen, Mayor
PO Box 48
Driggs ID 83422
(208) 354-2362
mayor@driggsidaho.org

8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within all participating resort cities.

CITY OF KETCHUM, IDAHO

Neil Bradshaw Date
Mayor

Attest: Trent Donat
City Clerk & Business Manager

CITY OF Driggs, IDAHO

August Christensen 1.4.23

Date
Mayor

Trent Donat

Attest:
City Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the City of Ketchum, an Idaho municipal corporation, and the City of Hailey, an Idaho municipal corporation.

1. **Background:** The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. **Purpose:** The purpose of this MOU is to affirm the mutual benefits and interests of the cities, and confirm the participation and terms of funding by the City of Hailey in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. **The City of Ketchum will:**
 - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
 - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. **The City of Hailey will:**
 - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
 - b. Contribute to the City of Ketchum in the amount of two thousand five hundred dollars (\$2,500) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. **Term:** This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. **Responsibility of Parties:** Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

City of Ketchum: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340
(208) 727-5084
jriley@ketchumidaho.org

City of Hailey: Lisa Horowitz, City Administrator
115 Main Street s
Hailey, ID 83333
(208) 788-4221
Lisa.horowitz@haileycityhall.org

8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within all participating resort cities.

CITY OF KETCHUM, IDAHO

Neil Bradshaw Date
Mayor

Attest: Trent Donat
City Clerk & Business Manager

CITY OF HAILEY, IDAHO

Martha Burke Date
Martha Burke
Mayor

Attest: Mary Cone
City Clerk



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the City of Ketchum, an Idaho municipal corporation, and the City of Sandpoint, an Idaho municipal corporation.

1. Background: The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. Purpose: The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Sandpoint in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. The City of Ketchum will:
 - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
 - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. The City of Sandpoint will:
 - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
 - b. Contribute to the City of Ketchum in the amount of two thousand five hundred dollars (\$2,500) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. Term: This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. Responsibility of Parties: Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

City of Ketchum: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340
(208) 727-5084
jriley@ketchumidaho.org

City of Sandpoint: Jennifer Stapleton, City Administrator
1123 W. Lake St.
Sandpoint, ID 83864
(208) 265-1483
jstapleton@sandpointidaho.gov


8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within all participating resort cities.

CITY OF KETCHUM, IDAHO

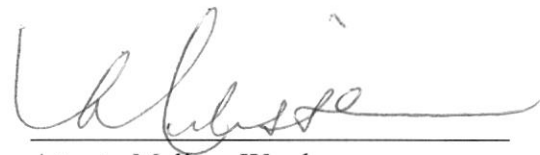
Neil Bradshaw Date
Mayor

Attest: Trent Donat
City Clerk & Business Manager

CITY OF SANDPOINT, IDAHO

 1/6/23

Shelby Rognstad Date
Mayor



Attest: Melissa Ward
City Clerk

No: 22-081
Date: December 21, 2022

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: INTERLOCAL MEMORANDUM OF UNDERSTANDING WITH CITY OF KETCHUM, IDAHO

WHEREAS: The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC, which provides lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho;

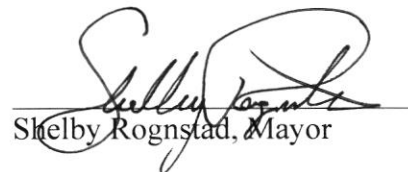
WHEREAS: In February 2022, the Sandpoint City Council authorized a an Interlocal Memorandum of Understanding (MOU) with the City of Ketchum for an expenditure of \$1,000 for reimbursement as a designated contribution to the costs of Ketchum's Agreement with Sullivan & Reberger;


WHEREAS: Other resort cities in Idaho with mutual and shared interests are also participating and helping to fund the cost of these services; and

WHEREAS: As the 2023 Idaho legislative session gets underway, the City of Sandpoint has again been presented with an opportunity to participate in this combined effort.

NOW THEREFORE BE IT RESOLVED THAT: The Mayor or his designee, on behalf of the City, is authorized to sign and enter into the Memorandum of Understanding (MOU) with the City of Ketchum, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: Under Item 4(b) of the MOU, an expenditure of \$2,500 is authorized for reimbursement as a designated contribution to the costs of Ketchum's Agreement with McClure Policy, LLC.


Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the City of Ketchum, an Idaho municipal corporation, and the City of Swan Valley, an Idaho municipal corporation.

1. Background: The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. Purpose: The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Swan Valley in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. The City of Ketchum will:
 - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
 - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. The City of Swan Valley will:
 - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
 - b. Contribute to the City of Ketchum in the amount of 250 dollars (\$250) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. Term: This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. Responsibility of Parties: Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

City of Ketchum: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340
(208) 727-5084
jriley@ketchumidaho.org

City of Swan Valley :

8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within all participating resort cities.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

Date

Attest: Trent Donat
City Clerk & Business Manager

CITY OF Swan Valley, IDAHO

Mike Cole

11/3/23

Date

Mayor

Jacquie D

Attest:
City Clerk



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve agreement 23-006 with the Sun Valley Water & Sewer District related to future improvements at the treatment facility

Recommendation and Summary

The city and Sun Valley Water & Sewer District (SVWSD) co-own the wastewater treatment plant. Staff is recommending the attached agreement, which serves as an update to the 1984 co-ownership agreement outlining SVWSD commitment to fund fifty percent of the 2022 CIP investments.

"I move to approve agreement 23-006 with the Sun Valley Water and Sewer District related to the future improvements at the treatment facility."

The reasons for the recommendation are as follows:

- City staff has worked jointly with SVWSD staff during the development of the 2022 updated facility master plan and corresponding capital improvement plan (CIP) budget.
- Staff is working with external financial advisor and bond counsel to prepare first issuance of debt. This agreement is important to bond investors to demonstrate financial commitment.

Sustainability Impact

The treatment plant discharges into the Big Wood River. One of the major focuses of the capital improvements is to meet current and future water quality standards. The city already utilized a water reuse approach to service irrigation needs. The plan also reviewed any opportunities to reduce the consumption of electricity.

Financial Requirement/Impact

Agreement affirms fifty percent funding from SVWSD for future CIP improvements.

Attachments

Agreement 23-006

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into effective on the ____ day of _____, 2023, between the City of Ketchum (City), a municipal corporation of the State of Idaho, and the Sun Valley Water and Sewer District (District), a water and sewer district of the State of Idaho.

1. The City and District entered into a *Memorandum Agreement*, dated February 6, 1984, (1984 Agreement) which provides for the joint ownership, operation, use, management, and improvement by the Parties of their wastewater treatment facility and associated drains and outfall (Facilities).
2. The City and District, in line with the 2022 Capital Improvements Plan, are currently pursuing funding and planning related to repairs, improvements, and upgrades to the Facilities (2022 Improvements) with an intent to share in the costs thereof. The 2022 Capital Improvements Plan, attached as *Exhibit A*, is a part of the Master Facilities Plan.
3. Due to the passage of time, it is desirable to reaffirm, and this MOU does hereby reaffirm, the 1984 Agreement, including continuation of joint cooperative efforts to manage, repair, maintain, and improve the Facilities, and to share all costs incurred therefor.
4. Further, this MOU expressly affirms, subject to the provisions of the 1984 Agreement, that each of the Parties intends to be responsible for one-half of the costs of the 2022 Improvements, the exact scope, timing and estimated cost of which shall be jointly agreed upon and described before competitive bids for the work are solicited.

CITY OF KETCHUM

SUN VALLEY WATER AND SEWER DISTRICT

Neil Bradshaw, Mayor

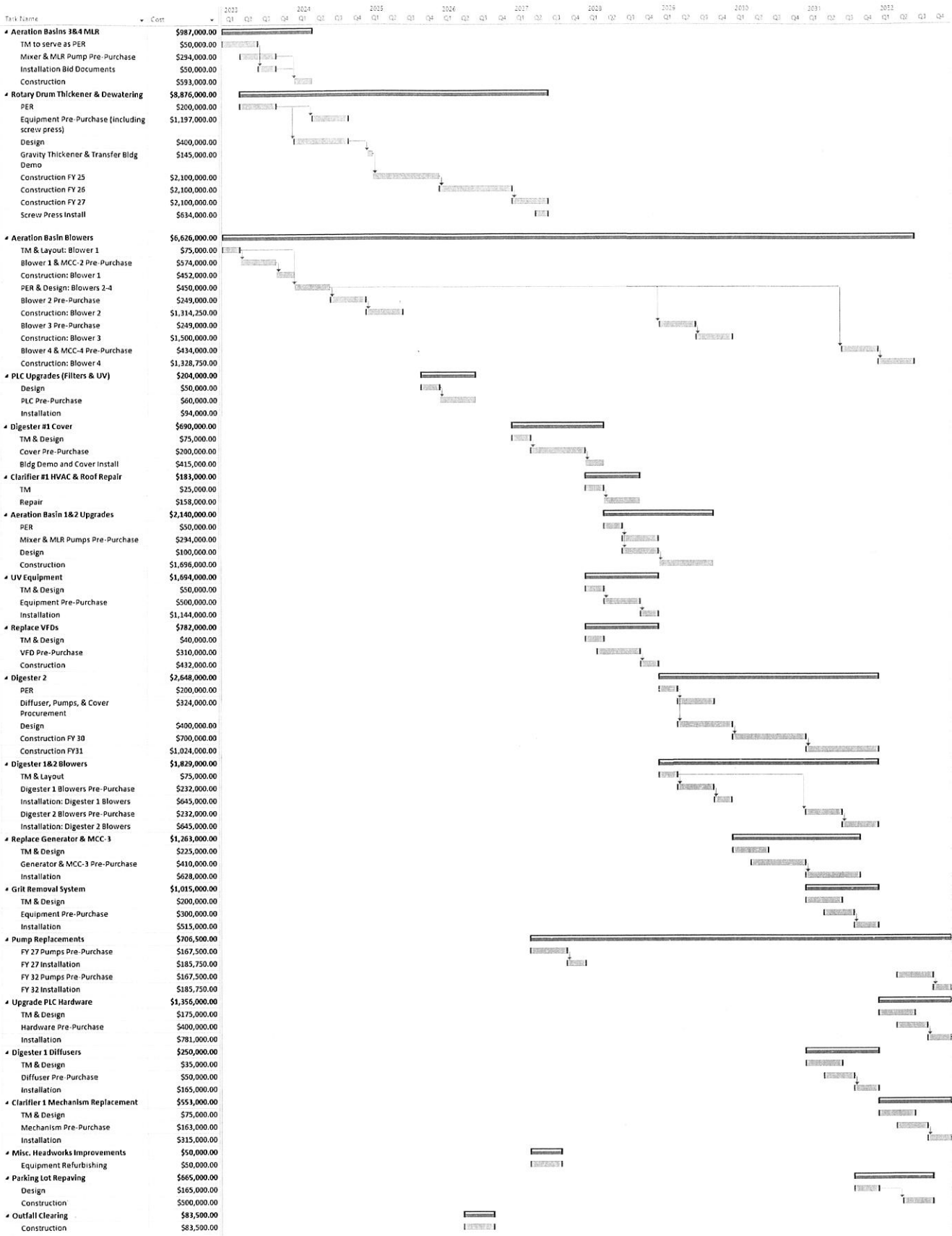
Jim Loyd, Chair

Attest:

Attest:

Trent Donat, City Clerk & Business Manager

_____, District Clerk



FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY22 - FY32 TOTAL
\$582,000	\$1,695,000	\$2,439,000	\$2,805,000	\$3,591,750	\$3,413,250	\$3,518,000	\$3,821,000	\$3,712,000	\$3,516,000	\$4,091,000	\$33,184,000
FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY33 - FY42 TOTAL	TOTAL
\$1,010,000	\$0	\$556,000	\$83,500	\$353,250	\$1,002,000	\$0	\$0	\$0	\$1,018,250	\$4,023,000	\$37,207,000

NOTE: FY 2022 COSTS SHOWN INCLUDE \$65,000 FOR BLOWER REPAIR, \$67,000 FOR UTILITY TRACTOR, AND \$450,000 FOR NEW VAC TRUCK THAT HAVE ALL BEEN PAID FOR IN FULL.





City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Purchase Order #23051,
Comprehensive Service Agreement with Banyan Technology, Inc.**

Recommendation and Summary

Staff recommends the council approve Purchase Order #23051, a comprehensive service agreement with Banyan Technology, Inc. and adopt the following motion:

"I move to approve Purchase Order #23051, a comprehensive service agreement with Banyan Technology, Inc. for \$9,527.00 and authorize Mayor Bradshaw to sign the agreement."

The reasons for the recommendation are as follows:

Under this agreement, Banyan Technology, Inc. will provide the following:

- Periodic site visits for SCADA system monitoring and updates
- 24/7 telephone support
- Backup media of all programs
- Priority onsite response to troubleshoot and repair failures
- Discounted hourly rates for services outside of the agreement

Introduction and History

The wastewater treatment facility is controlled by a complex Supervisory Control and Data Acquisition (SCADA) system. The SCADA system is configured to coordinate various equipment activities and treatment processes throughout the entire facility. Functions of the facility are monitored, recorded, and displayed to a central location where wastewater staff can direct the effective treatment of the city's wastewater. The SCADA system notifies the on-call operator when there is a mechanical failure, treatment processes are out of acceptable parameters, or an intrusion has occurred at the treatment plant.

Analysis

The SCADA system is developed and maintained by an outside contractor.

- Banyan Technology, Inc. has provided the technical and programming support of the Wastewater SCADA system for the past 19 years, the last 16 through an annual service contract.
- Throughout the past 19 years, Banyan Technology, Inc. has flawlessly fulfilled all the terms of the service contracts.

Sustainability

Not applicable.

Financial Impact

The cost of this service agreement is \$9,527.00. This is an operational expense which will be shared with the Sun Valley Water and Sewer District based on the operational flow split between the City and the District. Payment for the agreement will come out of the Professional Services budget line item of the Wastewater Fund.

Attachments:

Purchase Order 23051

Banyan Technologies Comprehensive Service Agreement

Banyan Contract Terms and Conditions

Banyan Technologies Rate Schedule



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___Yes___No

PURCHASE ORDER - NUMBER: 23051

To: 1289 BANYAN TECHNOLOGY INC. BOX 5083 TWIN FALLS ID 83303-5083	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/16/2022	bancona	bancona	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	SERVICE AGREEMENT FOR 2022-2023 65-4350-4200	9,527.00	9,527.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		9,527.00

 Authorized Signature



Comprehensive Service Agreement

THIS AGREEMENT entered into this 1st day of December, 2022 between City Of Ketchum Waste Water Treatment Plant hereinafter referred to as the “CLIENT” and Banyan Technology Inc., hereinafter referred to as “Banyan”.

WITNESSETH:

WHEREAS, BANYAN intends to offer CLIENT comprehensive support for their existing PLC’s and HMI SCADA system.

NOW, THEREFORE, the CLIENT and BANYAN in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will furnish to BANYAN, as required for performance of BANYAN’s services, data prepared by or services of others without limitation, all of which BANYAN may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make provisions for BANYAN to enter upon public and private property as required for BANYAN to perform services under this Agreement.

The CLIENT will provide a toll free telephone number or IP connection which will enable BANYAN the ability to access the SCADA system from anywhere within the 48 contiguous states.

The CLIENT shall maintain the necessary spare parts needed to repair the system in the event of a failure.

SERVICES TO BE PERFORMED BY BANYAN AND BILLING RATES TO BE PAID BY CLIENT

1. BANYAN will conduct periodic project visits to access system status and report to the CLIENT any problems that need to be addressed. Visits may be used to conduct training and make system modifications at owner’s discretion. Banyan to spend up to an average 6 hours per month (including travel time) during the contract period.
2. BANYAN will provide 24/7 telephone support to CLIENT to assist in resolving system problems.
3. BANYAN will maintain backup media of all programs necessary to restore any part of the system in the event of a failure.
4. BANYAN will provide priority onsite response to trouble-shoot and repair failures within the SCADA system. CLIENT will receive discounted hourly rates for trouble-shooting and programming services. (See attached rate sheet.)
5. All repairs and maintenance shall be consistent with the International Standards and Practices for Design and Construction of Telecommunications as adopted by the city.

The lump sum cost of the above outlined services from 12/1/2022 to 12/1/2023 shall be \$ 9,527.00

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE ATTACHED “TERMS AND CONDITIONS” ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

BANYAN:

By (signature)

Banyan Technology
TERMS AND CONDITIONS

GENERAL

Banyan shall provide for CLIENT control systems programming and design services in all phases of the Project to which this Agreement applies. These services will include Control Systems Representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER**

EXPRESSED OR IMPLIED.

Banyan shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Banyan.

Banyan has not been retained to have control over Contractor(s) work nor shall Banyan have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Banyan can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

OPINIONS OF COST

Since Banyan has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Banyan's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of Banyan's experience and qualifications and represent Banyan's best judgment as an experienced and qualified control systems integrator, familiar with the construction industry; but Banyan cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Banyan. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. Banyan's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by Banyan pursuant to this Agreement are instruments of service in respect of the Project and Banyan shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by Banyan for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to Banyan.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of Banyan Technology.

SUCCESSORS AND ASSIGNS

CLIENT and Banyan each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and Banyan are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and Banyan, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and Banyan and not for the benefit of any other party.

TIMES OF PAYMENTS

Banyan shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due Banyan for services and expenses within sixty (60) days after receipt of Banyan's statement therefor, the amounts due Banyan will be increased at the rate of 1% per month from said tenth day, and in addition, Banyan may, after giving ten days' written notice to CLIENT, suspend services under this Agreement until Banyan has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, Banyan will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by Banyan. Furthermore, the CLIENT will be reimbursed for any unused prepaid amount of the Agreement.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, Banyan, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and Banyan and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and Banyan.



Rate Schedule Effective January 01, 2023

PLC Programming/HMI Programming/Field Service

Our hourly rates for custom PLC programming, Design, Telephone and Field Support are \$ 145.00 per hour. After hour, weekend, and holiday rates will be billed at \$ 175.00 per hour with a 4 hour minimum.

Travel Time

Travel time is based on the travel time from our field service technician's current location to and from your location, and billed at the appropriate hourly rate. Mileage to and from your location will be billed at the rate of 65 cents per mile. Air travel, hotel, and meals will be billed at cost plus 15%.

Rates and Services for Contract Customers

Banyan offers discounted rates for "Contract Customers." A "Contract Customer" is defined as a person or organization that commits to a service agreement with Banyan and guarantees payment of the negotiated fee annually. Since each organization's needs are different, agreements with Banyan Technology Inc. will differ. The annual fee is determined by the services you choose and the size of your system. As a contract customer you will get:

- 24 hour/7 days per week service/support commitment for on-site and telephone support.
- Priority Response Time - your issues are taken care of before non-contract customers.
- HMI software, training, reporting, and onsite trouble-shooting services outside of the agreement are billed at a discounted rate of \$ 115.00/hour, with no increase in rates for after hours service calls.
- PLC Programming services are also billed at a discounted rate of \$ 115.00/hour, with no increase in rates for after hours programming.



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order 23052 to Veolia Water Technologies for Bar Screen Replacement Parts

Recommendation and Summary

Staff is recommending the council approve Purchase Order 23052 and adopt the following motion:

"I move to approve Purchase Order 23052 with Veolia Water Technologies for the purchase of bar screen replacement parts for the wastewater treatment plant in the amount of \$6,509.52 plus freight charges."

The reason for the recommendation is as follows:

- The motor which moves the bar screen rake carriage up and down has failed and needs replaced.
- This piece of equipment is necessary to provide for redundancy for the wastewater screening stage in the treatment process.

Sustainability

This purchase does not have any application regarding the Ketchum Sustainability Action Plan.

Financial Impact

Funds for this purchase will come from the Repair & Maint-Mach & Equip line item of the Wastewater Expenditures Budget and were included in the budget for FY23. This expense will be shared proportionally with the Sun Valley Water and Sewer District.

Attachments:

Purchase Order 23052

Veolia Proposal #479580



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? Yes No

PURCHASE ORDER - NUMBER: 23052

To: 5916 VEOLIA WATER TECHNOLOGIES 4105 SARTELON SANT-LAURENT QC H4S 2B3 CANADA	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
01/03/2023	BANCONA	BANCONA	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	Baldor XPNV 0.75/1,0 hp CL1 DIV1 230/460V 14 65-4350-6100 435002	6,509.52	6,509.52
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,509.52

 Authorized Signature

PROPOSAL - SPAREPARTS

REFERENCE NUMBER: 479580 - REV0

DEC. 28 - 2022

PROJECT NAME: CITY OF KETCHUM WWTP, ID

PROJECT NUMBER: A702

CONTACT:

FIRM PROPOSAL

Madam, Sir,

Further to your request, please find below our spare parts proposal for the equipment located at City of Ketchum WWTP, ID.

Scope of supply

Item	Part #	Description	Qty	Unit price	Total
1	CEMOGUxxxxxx	*Baldor® XPNV 0,75/1,0 hp CL1 DIV1 230/460V 143TC x-proof brake motor	1	\$6 509.52	\$6 509.52
2	R080SALFREIGHT	Freight charges from Veolia Montreal, Canada to City of Ketchum WTP, ID	1	PPD & Add	PPD & Add

Note: based on the provided specs, the quoted item will replace the original one.



Terms and Conditions:

- **All prices quoted are in USD funds and List;**
- Applicable taxes not included;
- Prices are current for 30 days from date of issue;
- **Incoterms 2010: Ex-Works Montreal, Canada or otherwise specified;**
- **Estimated delivery after receipt of an order: *32-36 weeks (TBC);**
- Any quoted lead times and/or stock availability are estimates only at the time of quotation and are subject to change upon order placement due to inventory levels.
- A minimum order of 75\$ is required;
- **Pricing is sensitive to quantities quoted;**
- A minimum charge of 25% restocking fee will be applied to all pre-approved returned parts, **custom parts are not returnable;**
- Availability is contingent upon incoming orders;
- Additional handling charges for all overseas package;
- The attached general terms and conditions are an integral part of all order resulting from the present proposal notwithstanding any other subject terms;
- Veolia Water Technologies Canada Inc. takes exception to all damage clauses;
- Warranty applies on equipment only (no process or performance warranty);

Warranty

- All spare parts have a 3 month warranty from delivery date (manufacturing parts only).



You may place an order at vwtservicecanada@veolia.com and refer to the above mentioned reference number. An order acknowledgement will be sent within 48 hours of receipt of your purchase order.

If you have any questions regarding this information, please do not hesitate to contact the undersigned at any time.

Best regards,

Conrad LaFleur

Application Support - Internal Sales (Parts and Services)

WATER TECHNOLOGIES

4105 Sartelon
Saint-Laurent, QC
Canada
H4S 2B3

Office: 514-334-7230 / Fax: 514-334-7519
ISO 9001: 2015

www.veoliawatertechnologies.ca

Direct Line: 1.844.737.8989 (1.844.SER.VWT9)

NOTE: Payment is due 30 days following receipt of invoice; applicable late charges will be 2% per month (24% yearly).

PROPRIETARY NOTICE

This proposal is confidential and contains proprietary information.

It is not to be disclosed to a third party without the written consent of Veolia Water Technologies Canada Inc.

WATER TECHNOLOGIES

The present General Terms and Conditions of Sale of Products ('Terms and Conditions') govern the supply of Products and Services (collectively the "Products") by Veolia Water Technologies Canada Inc. herein defined as "Veolia Canada". These terms and Conditions shall prevail over the Customer's terms and conditions of purchase whether or not provided to Veolia Canada. Neither commencement of performance nor delivery by Veolia Canada shall be construed as or constitute acceptance of Customer's terms and conditions of purchase. The present Terms and Conditions shall not be amended without Veolia Canada's prior consent in writing.

1. Definition and interpretation

1.1 In the present Terms and Conditions:

'Customer' means a person to whom an Offer is made or to whom Products are supplied; Veolia Canada means Veolia Water Technologies Canada Inc. Veolia Canada and Customer shall be defined hereinafter individually or collectively as Party or Parties; 'Delivery Date' means the date set for delivery in the Offer or the Order, and if such Offer and Order conflict in such respect, then the date set out in the Offer unless agreed in writing by the parties; 'Intellectual Property' means all forms of intellectual property rights including patents, designs, drawings, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the Products; 'Offer' means an offer by Veolia Canada to supply Products; 'Order' means an effective contract to supply Products as per article 3 to which these Terms and Conditions apply; 'Products' means goods, spare parts, consumables, equipment or materials, and services as the case may be supplied by Veolia Canada to the Customer pursuant to an Order; 'Work' means the delivery of Products to the agreed point of delivery, and any installation or other related activities included in the Order. 1.2 In the present Terms and Conditions: a) clause headings and bold characters are for convenience only and shall not affect interpretation thereof; b) words importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

2. Offer

2.1 Veolia Canada may vary the content of the Offer at any time before its acceptance. 2.2 Unless otherwise stated in the Offer, the Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by Veolia Canada at any time before acceptance.

3. Effective date

3.1 The Order shall become effective upon Veolia Canada's written acceptance of the Customer's Order, unless otherwise agreed between the Parties.

4. Cancellation

The Customer may not cancel any Order unless the Customer: a) obtains Veolia Canada's prior written approval; and b) pays Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the cancellation of the Order (including without limitation any charges, termination costs, duties, taxes, expenses, design costs, expected profits, purchasing costs or other outgoings paid or incurred in expectation of the completion of the Order). Products returned without Veolia Canada prior written consent will not be accepted for credit.

5. Variations and Change in Law

5.1 If the Customer requests in writing a variation to an Order: a) Veolia Canada will use its reasonable efforts to comply with the request; and b) if Veolia Canada can comply with the request: i) the Customer shall pay Veolia Canada the costs reasonably invoiced for the variation; ii) Veolia Canada will advise the Customer of any delivery delay resulting from complying with the request; and iii) Veolia Canada will advise the Customer of any impact on the warranties given in respect of the Products. 5.2 Any attempt by the Customer to unilaterally vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Veolia Canada shall not begin work related to the Variation unless agreement is reached between the Parties. Veolia Canada shall be entitled to compensation for any change in law having effect on the performance of the Order.

6. Price and payment

6.1 The price of Products shall be specified in the Offer to the Customer. Except as may be otherwise provided in an Offer, the price does not include any goods and services or consumer sales tax, and/or other similar taxes, excise and custom duties, required by law in the jurisdiction of delivery of the Products or otherwise. The Customer shall bear sole responsibility for the payment of any such tax or duty. 6.2 The price shall be subject to adjustment upon an increase in the cost of raw materials and/or wages according to the formula determined by Veolia Canada in its sole discretion, and upon written notice to the Customer. 6.3 Unless specified otherwise in writing, terms of payment are 100%, net 30 days. 6.4 Customer shall be charged 2% interest per month (24% per year) of any unpaid balance, and Customer shall pay all of Veolia Canada's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. 6.5 All above prices are in Canadian Dollars; 6.6 Nothing in the provisions of clause 6.4 above shall limit any right Veolia Canada may otherwise have to recover payment of amounts due and/or damages.

7. Delivery and risks

7.1 Unless otherwise stated in an Order: a) Veolia Canada shall deliver the Products Ex Works - Veolia Canada factory; and b) the Customer must arrange to pick up the Products immediately upon the Delivery Date; and c) all risks including risk of loss or damage and care and custody to the Products shall pass to the Customer upon delivery as per a) above. Any use of the Products before acceptance other than at the time of the tests carried out in the presence of Veolia Canada shall be deemed to be Provisional Acceptance of the Work and shall automatically result in the immediate transfer of risk and the beginning of the warranty period.

8. Ownership of the products

8.1 Subject to clause 8.2 below, Veolia Canada shall provide full and unrestricted title to the Customer for the Products free and clear of all liens, restrictions, reservations, security interests and encumbrances (save as for the intellectual property rights associated with the Products). 8.2 Ownership of the Products only passes to the Customer when all of the Products under the said Order are paid for in full. Until then: a) ownership of the Products remains with Veolia Canada; b) the Customer holds the Products as bailor for Veolia Canada; and c) the Customer shall maintain Veolia Canada's identification property signs on the Products.

9. Warranty

9.1 Unless otherwise stated in the Offer: Veolia Canada Products shall be guaranteed to be free from faulty materials, workmanship or defects for a fixed period of eighteen (18) months from the Delivery Date or (12) months from the date of substantial performance, whichever period expires the earliest. 9.2 The present warranty is subject to prior notification by the Customer to Veolia Canada within ten (10) business days after the discovery of the defect. 9.3 During the warranty period Veolia Canada will, at its sole discretion, either: a) repair or replace Ex-Works - Veolia Canada factory, or b) pay to the Customer the cost of replacing or repairing, at Customer's risk, that part or all of the Products which are reasonably found to be defective. Repair and/or replacement of Products shall not constitute an extension of the warranty period. 9.4 Customer's failure to notify Veolia Canada pursuant to clause 9.2 above shall constitute acknowledgement of compliance of the Products with the Order and the Customer shall then be deemed to have waived any such claim in relation to the Products. 9.5 Save and except for warranties expressly stated in the Offer, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF VEOLIA CANADA. VEOLIA CANADA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VEOLIA CANADA AND WAIVED BY THE CUSTOMER. The warranty provided for in the present clause shall not be extended, altered or varied except by a written instrument signed by Veolia Canada and the Customer.

10. Exclusions from warranty

10.1 The foregoing warranty shall only apply in respect of claims as a result of defects in the Products or parts thereof which become apparent within the applicable warranty period. 10.2 Veolia Canada shall not be liable in any way, whether in contract, tort, under statute or otherwise, for any failure of the Products to comply with the warranties given under clause 9 and, (if applicable) under the express terms of the Offer: a) unless the Customer can prove, to Veolia Canada's satisfaction, that the Customer stored, installed, used and operated the Products strictly in accordance with Veolia Canada's instructions (which the Customer will receive, or must request and receive before installation - if not performed by Veolia Canada- and initial use of the Products); or b) if the failure is caused by: i) normal wear and tear, impact, improper use, or mishandling; or ii) repair, alteration or use beyond their specifications, iii) repair or modification in any way by any person other than Veolia Canada; iv) a force majeure event. For the purposes of clarification, the warranty provided by Veolia Canada in respect of the Products or the Work does not cover normal wear and tear. 10.3 The Customer acknowledges that: a) in order to comply with its warranty obligations, Veolia Canada shall not be obliged to make any change in the design and/or specifications of the delivered Product so as to render the said Product equivalent to any other new similar Product, or new model of the Product, supplied by Veolia Canada (but the Customer agrees to accept such new model of the Product or replacement for the Product if offered by Veolia Canada); and b) Veolia Canada shall not be responsible for the replacement of consumable and spare parts items used in operation of the Products.

11. Exclusions and limitation of liability

11.1. The total and aggregate liability of Veolia Canada to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed twenty-five percent (25%) of the Order price. 11.2 Veolia Canada shall in no event be held liable to Customer for any indirect, special, punitive or consequential damages whatsoever arising under the Order, including any loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts. 11.3 The present clause 11 shall apply notwithstanding any other provision of any Order.

12. Purpose of products

12.1 The Customer acknowledges it relies solely on its own skill and judgment in all respects and in particular: a) in its decision to purchase the Products; and b) that the Products are fit for the purpose for which they are being acquired. 12.2 It is the Customer's sole responsibility to ensure that the Products are used for the purposes for which they were intended to be used.

13. Force Majeure

13.1 Veolia Canada shall not be held liable for any delay or failure in performance of any part of the Order to the extent that such delay or failure is caused by an event of force majeure, being an occurrence (other than in respect of the financial capability of a party) which prevents or delays a party from performing its obligations and which is beyond the reasonable control of such party; and which shall include, without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; blockade, rebellion, insurrection, riot or other civil unrest or violence or sabotage; weather conditions, fire, storm, flood, earthquake, or other natural disaster; terrorism, bomb or explosion; war; illness, epidemic or pandemic, including COVID-19; quarantine restrictions; industrial or labor dispute, labor shortage; transportation embargo; act or omission (including laws, regulations, disapprovals or failures to approve) of any other person (including a government, government agency, a supplier or a sub-contractor).

13.2 If any such event occurs, and Veolia Canada is delayed or unable to perform, Veolia Canada shall give notice to the Customer, and shall be automatically relieved from performance of the Order for the entire duration of such event. 13.3 If the said event lasts for more than thirty (30) days, Veolia Canada shall have the right to terminate the Order with immediate effect by giving written notice to the Customer. 13.4 If Veolia Canada terminates an Order under this clause 13.3 due to a Force Majeure event as described in 13.1 affecting the Customer; the Customer shall pay Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).

14. Export control

Unless otherwise agreed by the parties in writing, and to the extent applicable to the Work, the Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Products from and after Customer's receipt of the Products, as well as for the proper management and disposal of all wastes and residues associated with the Products (including but not limited to containers, excess or off-spec product, testing wastes, e.g., spent or expired lab reagents and test kits). Customer agrees to ensure that all Products provided to Customer for export are exported only in compliance with applicable export control laws and regulations. Any permits and licenses which are required to operate or to use the Products shall be procured by Customer at Customer's sole expense.

15. Intellectual property

The Customer acknowledges that Veolia Canada preserves all the Intellectual Property rights on all Products of the Order. Accordingly, the plans, technical drawings and specifications supplied by Veolia Canada and more generally any documents or information communicated in conformance with the Order remain the full and whole property of Veolia Canada and can in no way be used by the Customer for any other purpose other than that set out in the Order. As such, Veolia Canada grants to the Customer a non-exclusive license to use such documents exclusively for the purpose of installing, maintaining and repairing the Products. During the execution and for five years following the termination date of the Order, the Customer commits not to reveal to any third party, officially or not, directly or indirectly, in writing or by other means, all or any of the information which would have been communicated to the Customer by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada's prior written approval. The term "information" includes, without limitation, the knowledge, the plans and the worksheets, and generally, all the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

16. Customer's default

16.1 If: a) the Customer fails to make any payment required under the Order, including interests and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Offer, Offer or of the present Terms and Conditions and fails to remedy the breach within seven (7) days after receiving a written notice requiring it to do so; or c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer's assets or business, Veolia Canada may: i) declare the entire sum remaining unpaid under the Order to immediately become due and payable; or ii) require the Customer to pay in advance of delivery or completion; or iii) suspend or cease performance until all amounts owing to Veolia Canada are paid in full; or iii) request the Customer to immediately return to Veolia Canada any Product for which full payment has not been received by Veolia Canada; or iv) enter the premises in which the Products are stored and retake possession of them; and/or v) sell all or part of the Products without notice. 16.2 This clause shall not limit any other right Veolia Canada may have to recover damages for breach of contract or any other claim under statute or at common law. For greater certainty, no failure or partial exercise of any remedy or delay in exercising any remedy, shall operate as a waiver thereof; the rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law. 16.3 Further to the foregoing, in the event of any one of the occurrences described in 16.1 a) to c), Veolia Canada may also elect to terminate the contract in relation to the Order without prejudice to its right to claim all payment owed under the Order and under the present terms and conditions.

17. Early Termination

The Customer shall pay Veolia Canada, at the latest within 30 calendar days following the effective date of termination of the Order, the value of the Work conducted, performed or delivered on the Site in accordance with the Order and all the amounts remaining due to Veolia Canada on the date of termination and any early term costs incurred or expected by Veolia Canada.

18. Applicable law

Veolia Canada and the Customer agree that the Offer, the Order and these Terms and Conditions shall be governed in accordance with Canadian federal laws and the applicable provincial laws in which delivery occurs (the "Province"). For any delivery outside of Canada, the laws of the province of Ontario shall apply. All disputes arising between the parties in respect of such Offer, Order or Terms and Conditions shall be settled by arbitration, in the city of Montreal, Québec unless otherwise agreed to by the Parties.

19. Notices

19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause). 19.2 Any notice will be deemed to have been duly given, if sent by mail, five (5) business days after posting, if delivered by hand, on signature of receipt acknowledging delivery and, if sent by facsimile transmission, on generation of an acknowledgment that the transmission has been successfully completed.



City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors:

Recommendation to Approve Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority

Recommendation and Summary

Staff is recommending Council approve the Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority:

I move to approve the Lift Tower Lodge Maintenance Agreement with Blaine County Housing Authority.

Summary

- Staff is working with the Blaine County Housing Authority Board to transition the asset to the City to preserve existing units as well as facilitate development of the site for additional affordable housing units.
- The Resident Manager at the Lift Tower Lodge will be responsible for managing and maintaining the Lift Tower Lodge including handling tenant issues and requests. The Resident Manager will be a City employee.
- The Lift Tower Lodge maintenance agreement encompasses the responsibilities, duties, and obligations the City agrees to with the Blaine County Housing Authority to manage the Lift Tower Lodge.

Financial Impact

- The City of Ketchum will invoice Blaine County Housing Authority for all applicable expenses. The Resident Manager lives rent free at the Lift Tower Lodge in exchange for forty hours or less of work in a month with an opportunity to earn additional compensation up to an extra twenty hours of work a month.

Attachments:

Lift Tower Lodge Services Agreement

CONTRACT FOR SERVICES
BETWEEN BLAINE COUNTY HOUSING AUTHORITY AND CITY OF KETCHUM

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into effect this ___ day of _____, 2022, by and between the Blaine County Housing Authority, an Idaho political subdivision (hereinafter referred to as "BCHA" and referred to as the "Owner" and City of Ketchum (also referred to as "Contractor"), an Idaho municipal corporation, both referred to as "Party" or "Parties".

FINDINGS

1. Whereas, the BCHA is a body corporate and politic pursuant to Idaho Code Title 31-Chapter 42, duly organized under the laws of the State of Idaho.
2. Whereas, the BCHA owns and operates the Lift Tower Lodge located at 703 S Main St, Ketchum, ID 83340.
3. Whereas, the City of Ketchum is an Idaho municipal corporation, duly organized under the laws of the State of Idaho, including but not limited to Title 50, Idaho Code.
4. Whereas, the Parties desire to enter into this Contract for the provision of services as herein described. This Contract is entered in the spirit of the mutual goal to preserve quality community housing and facilitate the redevelopment of the site.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between BCHA and City of Ketchum as follows:

During the term of this Agreement, Contractor will perform the duties listed in this section as requested by the Owner.

A Lift Tower Lodge Resident Manager will live in the Lift Tower Lodge Manager Apartment and perform the following services. The Lift Tower Lodge Resident Manager will be a City of Ketchum employee.

1. City of Ketchum agrees to provide the following, hereinafter "Services":
 - A. Coordinate Lift Tower tenant check-ins and checkouts with BCHA staff
 - B. Collect tenant rent checks and ensure delivery to the BCHA
 - C. Conduct periodic inspections of Rooms 1-15; 1st inspection is 1 month after check-in
 - D. Conduct regular inspections of kitchen and laundry
 - E. Coordinate, schedule or undertake needed maintenance for Lift Tower rooms 1-15, apartment, communal kitchen, laundry, and grounds, including
 - i. electrical
 - ii. plumbing
 - iii. cleaning
 - iv. painting
 - v. snow removal
 - vi. summer landscaping, including sprinklers, flower box planting, lawn mowing
 - vii. other maintenance requirements

- F. Mediate tenant disputes and address tenant complaints. Escalate when necessary to the BCHA Executive Director or qualified outside resource.
 - G. Serve as a team member with BCHA staff and other partners to solve problems as they arise and to recommend collaborative solutions resulting in the smooth operations of the Lift Tower Lodge.
 - H. Reside on the premises and coordinate coverage of services with City of Ketchum Facilities Manager in the event of Resident Manager's extended absence from the premises.
2. The Owner will provide Contractor with the names of qualified, vetted tenants, and coordinate with Resident Manager the planned move-ins when applicable.
 3. The Owner will pay all vendor invoices. The Resident Manager will direct vendors to invoice the Owner directly for services provided.
 4. Term. The term of this Contract shall commence on December 20, 2022, and shall terminate on ownership change of the Lift Tower Lodge to the City of Ketchum or December 31, 2023 (whichever comes first) unless otherwise extended in writing. A joint evaluation of this Contract will be initiated by the Parties' designated representatives by December 1 of each year. Following the evaluation, the parties may be renewed and resigned in writing on a year-to-year basis.
 5. Consideration. These services will be conducted in exchange for the Resident Manager living "rent free" in the Lift Tower Lodge Manager Apartment. **NOTE:** If rent were to be charged, it is valued at \$1200 a month, including apartment utilities (except internet and cell phone services) that average \$800/month in the winter months and average \$350/month in the summer months.
 - A. In addition, the Resident Manager can work up to an additional 20 hours per month at \$35/hour as extra compensation on repairs and maintenance to enhance and maintain the Lift Tower Lodge.
 - i. Owner will pay to Contractor extra compensation earned on a monthly basis. Contractor will prepare an invoice on or before the 15th of each month that will be submitted to Owner's business office for these payments and be responsible to pass through this compensation to the Lift Tower Lodge Resident Manager (an employee of City of Ketchum).
 6. Insurance. During the pendency of this Contract, Contractor shall carry liability insurance that meets or exceeds the liability of the Owner under state or federal laws.
 7. Termination. The parties may terminate this Contract upon a written, 30-day notice with cause. In the event of such termination, Owner shall have no further responsibility to make any payment under this Contract beyond the amount reasonably proportionate to services received as of the date of termination
 8. Equal Employment Opportunity. Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.
 9. Independent Status. The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of Owner.

Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of Owner.

10. Non-Assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of Owner.
11. Mediation. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, upon request of one or both parties, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho.
12. Miscellaneous Provisions.
 - A. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
 - B. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
 - C. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - D. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
 - E. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
 - F. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
 - G. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
 - H. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
 - I. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.

- J. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- K. Notices. Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

To BCHA: Blaine County Housing Authority
Attn: Business Manager
101 Empty Saddle Trail
Hailey, Idaho 83333

To City of Ketchum: City of Ketchum
Attn: City Clerk
P.O. Box 2315
Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

SIGNATURES:

Blaine County Housing Authority By: _____ Its: _____ Attest: _____ Clerk of the Board of Trustees	City of Ketchum By: _____ Its: _____ Attest: _____ City Clerk
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City of Ketchum

January 17, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion & First Reading of Ordinances #1244 and #1245 for May Local Option Tax Election

Recommendation and Summary

During the January 3rd meeting, staff reported feedback from several resident and business owner focus groups related to options for a potential Local Option Tax ballot question on the upcoming May election. The Council narrowed the options down to two and directed staff to hold another series of public outreach efforts (focus group, open house & online survey). Based on the feedback, Mayor Bradshaw is recommending first reading of Ordinance 1244 and not recommending proceeding with Ordinance 1245.

"I move to approve the first reading of Ordinance 1244"

The reasons for the recommendation are as follows:

- Ordinance 1244 seeks voter approval to extend the existing one percent for Air Local Option Tax for five years but with a new distribution of one-half percent dedicated to air service and one-half percent to housing
- This would result in no tax increase but dedicated ongoing funding for implementation of the Ketchum Housing Action Plan.
- Ordinance 1245 would implement a 2% increase to all short-term lodging as proposed during the May 2022 LOT election ballot. A majority of the focus group participations would not support the increase of liquor by the drink as they felt it raises concerns with locals versus an increase to short-term lodging

Introduction and History

During the spring of 2022, the city in collaboration with the public, business owners and valley partners (non-profits, governmental) completed the inaugural Housing Action Plan. The plan set forth five strategic goal areas with specific objectives and associated program investments. The plan will be updated annually with public input to inform the next fiscal year budget.

Due to existing limited funds, the City Council approved a May 2022 election to request voter approval of a dedicated Local Option Tax funding source to implement the plan. It is important to note, the plan was envisioned to address funding gap areas in partnership with existing valley non-profit and philanthropy groups. While there was strong voter support for the measure, it did not reach the required 60% approval threshold.

Sustainability Impact

Local community housing reduces vehicular trips and associated carbon footprint.

Financial Impact

The only current dedicated funding source for community housing is the In-Lieu Housing Fund which is currently fully committed to the local match for Bluebird Village housing project. The Urban Renewal Agency has recently requested \$1.5 million partnership match for the Washington Street housing project. The development team has also requested reimbursement for their planning/building application fees as well as impact fees.

Attachments

Ordinance 1244

Ordinance 1245

**CITY OF KETCHUM
ORDINANCE NUMBER 1244**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE 1166 AS PREVIOUSLY AMENDED, WHICH PROVIDES FOR THE IMPOSITION OF LOCAL OPTION TAXES (LOT); PROVIDING FOR A BALLOT; PROVIDING FOR EXTENSION OF THE LOT AND AMENDMENT OF PURPOSES; PROVIDING FOR ALLOCATION OF THE LOT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to collect local option taxes pursuant to Ordinance 712 and Ordinance 1090, and 1108.

WHEREAS, the City of Ketchum has determined it is in the best interests of the public to amend Ordinance 1166 to add an additional authorized use of the local-option, non-property taxes, Workforce Housing Provision and Support and split the LOT equally between purposes. The local-option, non-property taxes outlined in Ordinance 1166 are collected for the purpose of maintaining and increasing commercial air service as set forth in the ballot.

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

SECTION 1. The following ballot shall be submitted to the registered voters of the City of Ketchum at the May 16, 2023 election and Ordinance 1166 shall be amended as provided for in the ballot provided that the ballot is approved by sixty percent of the registered voters that vote on such ballot:

SPECIAL NON-PROPERTY TAX ELECTION

**CITY OF KETCHUM
STATE OF IDAHO**

1% Local Option Tax

Shall the City of Ketchum adopt Ordinance No. 1244 amending previously voter approved Ordinance 1166 which provides for the collection of a one percent (1%) local non-property tax to maintain and increase commercial air service to Friedman Memorial Airport through promotion and minimum revenue guarantees. There is no proposed increase in existing local option taxes.

Ordinance No 1244 proposes the following changes:

1. Extension of the existing 1% local option non-property tax for a period of five years from its effective date of July 1, 2023.
2. Half of the one percent to be allocated for the ongoing purpose of preservation of air service

3. Half of the one percent to be allocated solely for the purpose of preservation and creation of housing.

This is an extension of the existing one percent local option tax with a modified allocation of purposes. There is no proposed increase in existing local option taxes.

Half of the One Percent (0.5%) for Air Service and Half of the One Percent (0.5%) for Housing

IN FAVOR	→	<input type="checkbox"/>
AGAINST	→	<input type="checkbox"/>

Ordinance No. 1244 was adopted by the Ketchum City Council on _____, 2023, but will only be effective upon approval of sixty percent of the registered voters that vote on this ballot.

SECTION 2. SEVERABILITY CLAUSE. 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 3. PUBLICATION. This Ordinance shall be published once in the official newspaper of the City.

SECTION 4. REPEALER CLAUSE. All City code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect on July 1, 2023, after voter approval, passage by City Council and Mayor, and publication according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this ___ day of _____ 2023.

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

City of Ketchum Ordinance No. 1244

**CITY OF KETCHUM
ORDINANCE NUMBER 1245**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE 712, AS PREVIOUSLY AMENDED, WHICH PROVIDES FOR THE IMPOSITION OF LOCAL OPTION TAXES (LOT); PROVIDING FOR A BALLOT; AMENDING KETCHUM MUNICIPAL CODE 3.12.050 TO ADD TO AUTHORIZED USES OF LOT FUNDS AND INCREASING CERTAIN LOT AMOUNTS AND DESIGNATING SUCH INCREASES TO AN AUTHORIZED USE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to collect certain local option taxes (LOT) pursuant to Ordinance 712, as amended by Ordinances 1090, 1097, and 1108 (collectively City LOT Ordinance).

WHEREAS, the City of Ketchum has determined it is in the best interests of the public to amend the City LOT Ordinance to add an additional authorized use, Workforce Housing Provision and Support, to the list of purposes for which LOT revenues may be used.

WHEREAS, the City of Ketchum has determined it is in the best interest of the public to increase certain of the current rates of LOT and designate such increases solely to the authorized use of Workforce Housing Provision and Support.

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

SECTION 1. BALLOT. The following ballot shall be submitted to the registered voters of the City of Ketchum at the May 16, 2023 election and the City LOT Ordinance shall be further amended as provided if that the ballot is approved by sixty percent (60%) of the registered voters that vote on such ballot:

SPECIAL NON-PROPERTY TAX ELECTION

**CITY OF KETCHUM
STATE OF IDAHO**

Local Option Tax

Shall the City of Ketchum adopt Ordinance No. 1245 to increase the local option tax rates in the City of Ketchum by an additional two percent (2%) on hotel/motel rooms and short-term rental occupancy (30 days or less) to be dedicated solely to fund housing.

IN FAVOR	→	<input style="width: 60px; height: 30px;" type="checkbox"/>
AGAINST	→	<input style="width: 60px; height: 30px;" type="checkbox"/>

Ordinance No. 1245 was adopted by the Ketchum City Council on _____, 2023, but will only be effective upon approval of sixty percent of the registered voters that vote on this ballot.

SECTION 2. Ketchum Municipal Code 3.12.050, is amended as follows if approved by the registered voters of the City of Ketchum pursuant to the ballot designated above:

3.12.050: PURPOSES FOR WHICH THE REVENUES DERIVED FROM NONPROPERTY TAXES SHALL BE USED:

The nonproperty tax revenue derived from and collected under this chapter shall be used for the following purposes:

- A. Municipal transportation.
- B. Open space acquisition and recreation.
- C. Capital improvements: roads, water, sewer, parking, Ore Wagon Museum.
- D. Emergency services: police, fire, ambulance.
- E. City promotion, visitor information and special events.
- F. Property Tax relief.
- G. Direct costs to collect and enforce the tax.
- H. Maintaining and increasing air service to Friedman Memorial Airport
- I. Workforce housing provision and support.

SECTION 3. The City LOT Ordinance is further amended to increase and add the following local option nonproperty tax rates:

- A. An additional two percent (2%) hotel-motel room occupancy sales tax on receipts from all short-term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes, or other sleeping accommodations or living units.
- B. All above-listed additions will solely be used for the authorized use of Workforce Housing Provision and Support.

SECTION 4. SEVERABILITY CLAUSE. 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.

City of Ketchum Ordinance No. 1245

SECTION 5. PUBLICATION. This Ordinance shall be published once in the official newspaper of the City.

SECTION 6. REPEALER CLAUSE. All City code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect on July 1, 2023, after voter approval, passage by City Council and Mayor, and publication according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this ___ day of _____ 2023.

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk