

CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL Monday, August 19, 2019, 4:00 PM 480 East Avenue, North, Ketchum, Idaho

### Agenda

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL

COMMUNICATIONS FROM MAYOR AND COUNCILORS

COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes) CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately

- 1. Approval of Minutes: Regular Meeting August 5, 2019
- 2. Authorization and approval of the payroll register
- 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$715,266.63 as presented by the Treasurer.
- 4. Monthly Financial State of the City—Director of Finance and Internal Services Grant Gager
- Recommendation to approve contract 20380 with Alsco WasteWater Superintendent, Mick Mummert
- <u>6.</u> Recommendation to Approve Purchase Order 20386 with Aqua Aerobics Systems, Inc. for Filter Cloth Media Wastewater Superintendent, Mick Mummert

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

- 7. ACTION ITEM: Request to approve several mutual aid/auto aid agreements between emergency agencies Interim Fire Chief Tom
- 8. ACTION ITEM: Request to renew Joint Powers Agreement with Mountain Rides—Mayor Neil Bradshaw
- 9. ACTION ITEM: Third Reading of Ordinance No. 1199, Annual Appropriations Ordinance -Director of Finance and Internal Services Grant Gager
- 10. ACTION ITEM: Second Reading of Ordinance No. 1201 ordering a bond election on the question of the issuance of a general obligation bond in an amount not to exceed \$11.5 million for design and construction of a Fire Station and acquisition of related equipment and apparatus Mayor Neil Bradshaw

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

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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

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

Please note that all people may speak at public hearings.

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

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

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

Like us on Facebook and follow us on Twitter.

Thank you for your participation.

We look forward to hearing from you



### **City Council**

**Regular Meeting** 

~ Minutes ~

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

> Robin Crotty 208-726-3841

Monday, August 5, 2019	4:00 PM	Ketchum City Hall	
Present:	Mayor Neil Bradshaw		
	Council President Michael David		
	Councilor Jim Slanetz		
	Councilor Courtney Hamilton		
	Councilor Amanda Breen		
Also Present:	Ketchum City Administrator Suzanne Frick		
	Ketchum City Attorney Bill Punkoney		
	Director of Finance & Internal Services Grant Gager		
	Director of Planning & Building, John Gaeddert		
	Police Chief, Dave Kassner		
	Interim Fire Chief, Tom Bowman		

#### Call to Order

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

#### COMMUNICATIONS FROM MAYOR AND COUNCILORS

Mayor Neil Bradshaw advised that the new fire truck is in Caldwell and will be arriving in Ketchum soon.

#### 1. Commendation Recognizing Individuals for their Life-Saving Actions on June 30, 2019

Mayor Neil Bradshaw praised the 1st responders and gave commendation for the June 30, 2019 lifesaving event of Nick Miller. Mr. Miller spoke and thanked the Emergency Service Personal for making it possible for him to be present today.

Each rescue worker was recognized.

#### COMMUNICATIONS FROM THE PUBLIC New Section

Jacob Greenberg, Blaine County Resident, advised that he is here to support Visit Sun Valley. He requested council to not decrease the budgeted dollars for Visit Sun Valley saying, when and if we hit a recession, we will need those marketing dollars.

#### CONSENT AGENDA:

Mayor Neil Bradshaw asked for approval of the consent agenda.

- 2. Approval of Minutes: Regular Meeting July 15, 2019
- 3. Authorization and approval of the payroll register
- 4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$743,008.63 as presented by the Treasurer.

Regu	Ilar Meeting	Minutes	August 5, 2019
5.	Approval of Alcohol Gager	Beverage License for Argyros – Director of Finance and Intern	nal Services Grant
6.	Approval of Resolut Services Grant Gage	ion #19-017 for the disposal of surplus equipment – Director o r	of Finance & Internal
7.	Authorization to app Special Events Mana	prove Lease Agreement #20376 with Sun Valley Company for V ager Julian Tyo	Wagon Days –
8.	••	prove Mutual Hold Harmless Agreement #20377 with the City al Events Manager Julian Tyo	of Sun Valley for
9.	Authorization to app Administrator Lisa E	prove Contract #20379 with Molly Snee for Mural Art – Assista nourato	ant City
10.	••	prove Encroachment Agreement 20382 with Dr. Benjamin Fran ho—City Administrator Suzanne Frick	nz for 100 Seventh
11.	Authorization to app	prove revised Purchase Order 20374 with Purchase Order 203 ent – Fire Chief Tom Bowman	84 for extrication
	Motion to approve o	consent items 2-11	

RESUL	Г:	ADOPTED [UNANIMOUS]
MOVE	R:	Courtney Hamilton, Councilor
SECON	DER:	Michael David, Council President
AYES:		Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

#### PUBLIC HEARINGS AND DISCUSSIONS

#### 12. ACTION: Crossbuck Townhomes Preliminary Plat Approval – Director of Planning and Building John Gaeddert

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

Councilor Jim Slanetz questioned the street openings, the entry's for driveways, the north lots and the parking. Director of Planning & Building John Gaeddert explained previously approved agreements saying this is for the sub lots and preliminary plat. Jim Slanetz expressed his concerns about 7th Ave.

#### Motion to approve the Crossbuck Townhomes Lots 3A, 3B, 4A & 4B Preliminary Plat.

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

### 13. ACTION: Second Reading of Ordinance No. 1199, Annual Appropriations Ordinance - Director of Finance and Internal Services Grant Gager

Mayor Neil Bradshaw asked for public comment.

Ketchum Firefighter Lara McLean talked about a grant that she wrote and received years ago and the reason they were awarded that grant. The grant supported the two fire fighter positions that are being proposed to be eliminated. She talked about historical data, call volume and about volunteer resources and why they cannot fulfill the staffing shortage. She talked about the full-time fire fighters and the need of paramedics.

**Regular Meeting** 

Rebecca Bundy, Ketchum Sustainability Advisory Committee talked about her support and successes of current coordinator Sharon Patterson Grant. Rebecca Bundy talked about the projects before the committee and all that the coordinator adds.

Shannon Allen, Manager for Hotel Ketchum and Treasurer for the newly formed campaign coalition spoke as a member of the marketing committee advising that they need more, not less. They are still appealing for the full \$440,000 as requested for Visit Sun Valley. Mayor Neil Bradshaw questioned if they could work with \$400,000. Shannon Allen explained they will take what they can, however they feel they will need the additional funds.

Ben Bradley from the Warfield Brewery advised that you cannot overstate the importance of marketing in this Valley.

Mayor Neil Bradshaw explained there is a \$25,000 savings from the Blaine County Sheriff's Dept. He suggested \$15,000 to be budgeted for sustainability and the balance to Mountain Rides. He asked council for their comments.

Councilor Jim Slanetz agreed with funding for the Sustainability contract. Rebecca Bundy clarified that they are requesting \$18,000 to cover Sharon Patterson Grant's time. Jim Slanetz would also like to give more towards Emergency Services. He is in favor of cutting funding from Wagon Days. Council President Michael David agreed. Councilor Amanda Breen would like to fully fund Visit Sun Valley and Mountain Rides. She is not in favor of cutting funding from the reserve during these difficult times. Mayor Neil Bradshaw advised that he wants to be on record as stating that he does not support deficit spending. Amanda Breen does not think this is deficit spending and would like to agree to disagree. Councilor Courtney Hamilton talked about this being the new norm. She does not think this will be different next year. To cut into our reserves while the economy is going well is something that she does not support.

Director of Finance & Internal Services Grant Gager clarified that the budget is built to keep the firefighter's position until they have natural attrition. If they stay, the city will dip into the reserves. Grant Gager explained the service cuts and that Mountain Rides will not cut service to their largest supporter. Council President Michael David talked about the safety of our citizens and would like to support Mountain Rides. Councilor Courtney Hamilton asked how the reserve was used in 2008 and 2009. Grant Gager talked about how the reserve is used during tough times and explained that in the last recession we were almost out of money as a City. As the reserve dwindled the services decreased. If the recession lasts longer than 2 to 3 years services will decrease. He advised that Courtney Hamilton is probably correct in saying this is probably the new norm. Michael David talked about generating more revenue and about the combining of emergency services. Courtney Hamilton voiced that more marketing will make the want ads worse.

Mayor Neil Bradshaw talked about the public's response to the lack of funding to the marketing agencies. He praised Mountain Rides and Visit Sun Valley and how they are working with the limiting of funds. Michael David advised that as soon as the budget passes, we need to look at the expenses. There was a lengthy conversation about funding Mountain Rides.

Council President Michael David & Councilor Amanda Breen both spoke in favor of possibly dipping in the reserves. Courtney Hamilton talked about the definition of government and talked about funding marketing and the government's role. Council President Michael David talked about other ideas for funding transportation saying that the current state is not sustainable.

Mayor Neil Bradshaw asked how to divide out the \$40,000 from the cuts. Councilor Amanda Breen would like to see the \$18,000 towards Sustainability. Councilor Jim Slanetz agrees with sustainability and with \$400,000 to Visit Sun Valley. He would like \$22,000 towards the firefighters. Councilor Courtney Hamilton agrees with funding the firefighters with the balance.

Mayor Neil Bradshaw clarified that all of council was in in agreement that there should be no concert for Wagon Days next year.

Councilor Michael David would like the funding split 3 ways. He also suggested that possibly cutting the 3% increase for employees earning over \$50,000 would add to the bottom line. He suggested giving \$25,000 to Sharon Patterson Grant. Amanda Breen asked the council about tailoring the 3% increase. Mayor Neil Bradshaw talked about the fact that the higher paid wages have not received a raise in 2 years, and we will start to lose core people. Michael David advised that he suggests \$15,000 toward Energy and the balance toward emergency services but is also in support of Mountain Rides.

Mayor Neil Bradshaw will come back with a proposal in the next meeting. Mayor and Council had a discussion regarding small events vs. national events, the budget approval process, events in town square and last call and bus routes. Councilor Courtney Hamilton is a firm believer in other people running the events. Mayor Neil Bradshaw will come back with ideas and proposals. Courtney Hamilton questioned why the Street Department budget has not been cut. Mayor Neil Bradshaw would like to see the Streets budget maintained.

Motion to approve the second reading, by title only, of Ordinance No. 199, and Ordinance of the City of Ketchum, Idaho, entitled the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2019, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposed for which said appropriation is made, and proving and effective date.

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

Councilor Amanda Breen asked why the reserve is at 17%. Director of Finance & Internal Services Grant Gager explained that the previous administration asked for the 17% for safety. The ICMA & GFOA recommended reserve is16.7%

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

Mayor Neil Bradshaw gave an overview of the ordinance before them, advising that we have bond attorneys present to answer any questions.

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

Mayor Neil Bradshaw talked about the language that will be on the ballot and the question before the voters.

John McDevitt, Attorney with Skinner Faucet talked about his experience and all entities that he has represented. He explained that the Ordinance allows the City Clerk to work with the County Clerk in the publication of the ordinance. Mayor Neil Bradshaw asked if the wording could be less confusing. John McDeviit said it could be revised. The wording before them is what Boise and Twin Falls have used. Councilor Amanda Breen questioned the simplicity of the wording to be put on the ballot. John McDevitt said that would limit the flexibility. It was clarified that council can clarify but not advocate. City Attorney Bill Punkoney advised council that they do have their first amendment rates but cannot advocate. The approval process of the readings was discussed.

Mayor Neil Bradshaw advised that the moving parts are the assessed value. We may have the assessed value in time for the 3rd reading. John McDevitt clarified that the City Clerk can change the value prior to it being submitted to the County Clerk if it's due to assessment.

Christian Anderson Banker from Zions talked about certain parts of the ballot that are bonding. He advised that rates are projected to fall over the next couple of months. The rates would be locked in the early Spring. The process to lock down the rate would be approximately 8 weeks. \$11.5 million is the most the City can ask for.

Councilor Amanda Breen talked about the language and she wants the voters to understand what they are voting for or against. The process for buying bonds was discussed.

City Attorney Bill Punkoney advised staff to begin advocating only effective immediately. Purely informational is very important.

Motion to approve the First Reading, by title only, of Ordinance No. 1201, and Ordinance calling a General Obligation Bond Election to be Held for the Purpose of Submitting to the Qualified Electors of the City of Ketchum, Blaine County, Idaho, A Proposition for the Issuance of Negotiable General Obligation Bonds of the City; Determining that the total Amount of Bonded Indebtedness of the City Will Not Exceed Two Percent of Market Value of Taxable Property; Directing the City Clerk to Notify the County Clerk that the Mayor and City Council Call the Bond Election; Approving the Form of Notice of General Obligation Bond Election; Approving The Form of Ballot; Providing for the Issuance of Such Bonds and Making Provisions for the Payment of Principal and Interest Due on Such Bonds; Ordering Publication, Providing for a Waiver of the Reading Rules and Providing an Effective Date

RESUI	.T: /	ADOPTED [UNANIMOUS]
MOVE	R: (	Courtney Hamilton, Councilor
SECO	NDER:	Amanda Breen, Councilor
AYES:	I	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Mayor Neil Bradshaw called for a break.

# 15. ACTION: Authorization to approve Purchase Order 20381 with Sprout Energy for \$32,009 for lighting retrofits—City Administrator Suzanne Frick

Mayor Neil Bradshaw thanked KSEAC for all their work and asked for public comment.

Sharon Patterson Grant gave an overview of the project and outlined the savings to be \$1500 per year. She talked about the savings in cost as well as in emissions.

Councilor Courtney Hamilton commented on the \$1,500 savings and said she would like to create a revolving fund for future projects like this. Courtney Hamilton asked when this project is done what will

be left in the city that has not been retrofitted for LED. Sharon Patterson Grant explained the buildings that have not been retrofitted and the reason for that.

## Motion to approve Purchase Order 20381 with Sprout Energy in an amount not to exceed \$32,009 to retrofit the lighting at Atkinson Park Recreation Center and the Water and Wastewater facilities.

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

Motion for the Mayor to enter into a Reimbursement Agreement #20383 with the State of Idaho.

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

#### STAFF AND COUNCIL COMMUNICATIONS

#### 16. Discussion and demonstration of new City website – Assistant City Administrator, Lisa Enourato

Management Analyst, Katrin Sharp, presented an overview to the Mayor and Council of the new City website. Mayor & Council thanked Katrin Sharp for her presentation and her work on the website. Councilor Courtney Hamilton would like to transfer the Municipal Code over to Municode for efficiency in the future.

#### ADJOURNMENT

#### Motion to adjourn

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

#### Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019

Report Criteria:

Invoices with totals above \$0 included. Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
1-1030-0000 PETTY CASH			
CASH	072219	Friday Adventure	100.00
CASH	073019	Friday Adventure	24.84
CASH	073119	Sailfish Swim Team	12.00
<b>1-2175-8000 P/R DEDUC PBLEM</b> NBS-NATIONAL BENEFIT SERVI		D FSA	1,236.33
1-2175-9000 P/R DEDUC PBLEM	PLOYEE CAF-D	С	
NBS-NATIONAL BENEFIT SERVI	CP227070	DCA	1,323.04
1-2300-0000 DEPOSITS-PARKS &	EVENTS		
SAWTOOTH BREWERY	081419	Deposit Refund	250.00
SMOKEY BONE BBQ	081419	Deposit Refund	250.00
INTREPID EVENTS	080819	Deposit Refund x 2	500.00
ARMEEN, LINDSEY	072919	Refund Park Reservation	80.00
KELLER, NADINA	081419	Deposit Refund	250.00
HERNANDEZ, HILDA BARRAZA	081419	Deposit Refund	250.00
Total :			4,276.2
EGISLATIVE & EXECUTIVE			
1-4110-2505 HEALTH REIMBURS NBS-NATIONAL BENEFIT SERVI	· ·	IRA) HRA	96.18
1-4110-2515 VISION REIMBURSE	MENT ACCT(HR	<b>(A)</b>	
NBS-NATIONAL BENEFIT SERVI	709650	HRA Vision	22.95
Total LEGISLATIVE & EXECU	TIVE:		119.12
DMINISTRATIVE SERVICES			
1-4150-2505 HEALTH REIMBURS		·	
NBS-NATIONAL BENEFIT SERVI	CP227070	HRA	1,671.88
1-4150-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI		RA) HRA Vision	58.30
1-4150-3100 OFFICE SUPPLIES &			
GEM STATE PAPER & SUPPLY	1006696	Paper Supplies	102.53
SUN VALLEY NATURAL SPRING	00028772	Spring Water	69.99
US BANK	6235 072519	6235 - Business Cards Admin	48.23
US BANK	6243 072519	6243 - City's Car Wash	17.00
US BANK	6243 072519	6243 - Paper for Business Licenses	51.50
1-4150-4200 PROFESSIONAL SER			<b>.</b>
CASELLE, INC.	96666	September 2019 Contract	2,204.00
EXPRESS PUBLISHING, INC.	10002196 0731	12600902	453.60
1-4150-4400 ADVERTISING & LE			10.4
EXPRESS PUBLISHING, INC.	10002196 0731	12001093	18.4

City of Ketchum

#### Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019

		Report dates: 0/2/2019-0/15/2019	Aug 15, 2017 10.55A
Vendor Name	Invoice Number	Description	Net Invoice Amount
EXPRESS PUBLISHING, INC.	10002196 0731	12601094	154.56
EXPRESS PUBLISHING, INC.	10002196 0731	12601096	472.32
EXPRESS PUBLISHING, INC.	10002196 0731	12601097	648.25
EXPRESS PUBLISHING, INC.	10002196 0731	12601467	20.24
EXPRESS PUBLISHING, INC.	10002196 0731	12601772	180.68
EXPRESS PUBLISHING, INC.	10002196 0731	12601914	78.99
EXPRESS PUBLISHING, INC.	10002196 0731	12602279	50.03
US BANK	6243 072519	6243 - Fire Chief Ad	300.00
US BANK	6243 072519	6243 - ICMA Job Ad	300.00
US BANK	6243 072519	6243 - California Fire Chiefs Association Job Ad	100.00
US BANK	6243 072519	6243 - Colorado State Fire Chiefs Job Ad	75.00
US BANK	6243 072519	6243 - IAFC Job Posting	299.00
1-4150-4800 DUES, SUBSCRIPTIO	NS & MEMBERS	н	
ASSOCIATION OF IDAHO CITIES	9626	2020 AIC Membership Dues	1,130.80
ASSOCIATION OF PUBLIC TREA	21221	Schwartzenberger and Rubel Membership Renewal	245.00
1-4150-4900 PERSONNEL TRAINI	NG/TRAVEL/MT	G	
ASSOCIATION OF IDAHO CITIES	200006000	2019 ICCTFOA Registration for Shellie Rubel	235.00
01-4150-5100 TELEPHONE & COM			
US BANK	6243 072519	6243 - 8x8	2,605.22
COX WIRELESS	047131901 072	047131901 072619	89.00
1-4150-5110 COMPUTER NETWO	RK		
KETCHUM COMPUTERS, INC.	16252	Computer Support	5,054.70
US BANK	0568 072519	0568 - Adobe Renewal	179.88
US BANK	6243 072519	6243 - Sensaphone Environment Monitor Repair	137.85
US BANK	6243 072519	6243 - Domain Renewal	84.68
01-4150-5150 COMMUNICATIONS			
EXPRESS PUBLISHING, INC.	10002196 0731	12600263	439.20
EXPRESS PUBLISHING, INC.	10002196 0731	12600265	325.80
EXPRESS PUBLISHING, INC.	10002196 0731	12600746	439.20
EXPRESS PUBLISHING, INC.	10002196 0731	12600747	439.20
EXPRESS PUBLISHING, INC.	10002196 0731	12601001	371.16
EXPRESS PUBLISHING, INC.	10002196 0731	12601890	439.20
EXPRESS PUBLISHING, INC.	10002196 0731	12601901	302.40
US BANK	6235 072519	6235 - Facebook Communications	62.46
US BANK	6235 072519	6235 - Facebook Communications	69.19
US BANK	6235 072519	6235 - Vinyl Banners	95.53
US BANK	6235 072519	6235 - Ore Wagon Cards	139.46
US BANK	6235 072519	6235 - Facebook Communications	75.00
US BANK	6235 072519	6235 - Mailchimp Communications	75.00
US BANK	6235 072519	6235 - Constant Contact Communications	9.50
US BANK	6235 072519	6235 - Rack Cards	80.38
US BANK	6235 072519	6235 - UPRINT Refund	5.95-
US BANK	6235 072519	6235 - UPRINT Refund	10.33-
US BANK	6235 072519	6235 - Shutterstock Communications	30.74
US BANK GRANICUS	6235 072519 116277	6235 - UPRINT Refund Civic Streaming	7.08- 523.69
		-	
01-4150-5900 REPAIR & MAINTEN THORNTON HEATING	ANCE-BUILDIN 40112	GS Service Evaporative Cooler	163.86
WHITE GLOVE CARPET CLEANI	5771	CARPET CLEANING IN Fire Department	250.00
1-4150-6500 CONTRACTS FOR SE	RVICES		
S & C ASSOCIATES LLC	1370-1383	1370-1383	9,570.00

City of Ketchum		Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019	Page: 3 Aug 15, 2019 10:55AM
Vendor Name Invo	oice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			31,014.30
LEGAL			
01-4160-4200 PROFESSIONAL SERVICE	s		
WHITE PETERSON 248	92R 073119	24892R 073119	15,500.00
Total LEGAL:			15,500.00
PLANNING & BUILDING			
01-4170-2505 HEALTH REIMBURSEMEN NBS-NATIONAL BENEFIT SERVI CP2		RA) HRA	976.80
			770.00
01-4170-2515 VISION REIMBURSEMENT NBS-NATIONAL BENEFIT SERVI 709		A) HRA Vision	19.60
01-4170-3100 OFFICE SUPPLIES & POST	AGE		
US BANK 623	5 072519	6235 - Business Cards Maureen	48.23
<b>01-4170-4210 PROFESSIONAL SERVICE</b> DIVISION OF BUILDING SAFETY 080		July 2019 Building Permit Fees	17,430.85
01-4170-4400 ADVERTISING & LEGAL I			
,	02196 0731	12601095	83.72
·	02196 0731 02196 0731	12601497 12601764	439.20 83.72
	02196 0731	12601741	371.16
Total PLANNING & BUILDING:			19,453.28
NON-DEPARTMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY 340.	3	Parking Lot Rent	4,000.00
<b>01-4193-6601 MASTER TRANSPORTATI</b> HDR ENGINEERING, INC. 120	<b>ON PLAN</b> 0197700	Master Transportation Plan	2,764.20
Total NON-DEPARTMENTAL:			6,764.20
FACILITY MAINTENANCE			
01-4194-2505 HEALTH REIMBURSEMEN	NT ACCT(H	RA)	
NBS-NATIONAL BENEFIT SERVI CP2	27070	HRA	203.65
01-4194-2515 VISION REIMBURSEMENT			<b>2</b> 0 <b>1</b> -
NBS-NATIONAL BENEFIT SERVI709NBS-NATIONAL BENEFIT SERVICP2	550 27070	HRA Vision HRA Vision	29.15 318.40
01-4194-3200 OPERATING SUPPLIES			
	1570	Paper Goods	272.41
	6932 072510	Paper Supplies	394.76
US BANK 202	2 072519	2022 - Coffee K-Cups	33.24
<b>01-4194-3500 MOTOR FUELS &amp; LUBRIC</b> UNITED OIL 916		38950 073119	310.65

Vendor Name 1-4194-4200 PROFESSIONAL SERV WHITEHEAD LANDSCAPING 1-4194-4210 PROFESSIONAL SERV ARBOR CARE ARBOR CARE	53458	Description Spruce Tree Removal City Hall Soil Injection Pump Park Beetle Control Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work Lucy Loken Park Beetle Control	Net Invoice Amount 1,430.00 95.00 1,870.00 780.00 450.00 116.00 645.00 1,380.00
WHITEHEAD LANDSCAPING <b>1-4194-4210 PROFESSIONAL SERV</b> ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	53458 <b>VC-CITY TREES</b> 42030 42031 42032 42033 42035 42036 42037 42038	City Hall Soil Injection Pump Park Beetle Control Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	95.00 1,870.00 780.00 450.00 116.00 645.00
WHITEHEAD LANDSCAPING <b>1-4194-4210 PROFESSIONAL SERV</b> ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	53458 <b>VC-CITY TREES</b> 42030 42031 42032 42033 42035 42036 42037 42038	City Hall Soil Injection Pump Park Beetle Control Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	95.00 1,870.00 780.00 450.00 116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	42030 42031 42032 42033 42035 42035 42036 42037 42038	Pump Park Beetle Control Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	1,870.00 780.00 450.00 116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	42030 42031 42032 42033 42035 42035 42036 42037 42038	Pump Park Beetle Control Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	1,870.00 780.00 450.00 116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	42031 42032 42033 42035 42036 42037 42038	Pump Park Beetle Control Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	1,870.00 780.00 450.00 116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	42032 42033 42035 42036 42037 42038	Forest Service Park Beetle Control skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	780.00 450.00 116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	42033 42035 42036 42037 42038	skate Park Scale Control street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	450.00 116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE ARBOR CARE	42035 42036 42037 42038	street Dept Building Syltac Hemingway Beetle Control City Sidewalks Tree Work	116.00 645.00
ARBOR CARE ARBOR CARE ARBOR CARE	42036 42037 42038	Hemingway Beetle Control City Sidewalks Tree Work	645.00
ARBOR CARE ARBOR CARE	42037 42038	City Sidewalks Tree Work	
ARBOR CARE	42038		1 3811()()
			265.00
		North Wood Place Beetle Control	135.00
		a	
1-4194-4900 PERSONNEL TRAININ US BANK	NG/TRAVEL/MT 2022 072519	G 2022 - 2 Online Seminars for Recertification for ISDA	90.00
US BANK	2022 072519	2022 - Course Reduction in Price Credit	20.00-
1-4194-5200 UTILITIES			
OHIO GULCH TRANSFER STATI	107080	Units with Cooliant	5.00
OHIO GULCH TRANSFER STATI	107000	transfer	16.90
OHIO GULCH TRANSFER STATI	110401	transfer	12.35
1-4194-6950 MAINTENANCE	200(70(	Sum line	24 (5
CHATEAU DRUG CENTER	2096796	Supplies	24.65
CHATEAU DRUG CENTER	2097748	Wet Mop Refill	30.36
CHATEAU DRUG CENTER	2099621	Supplies	16.13
CHATEAU DRUG CENTER	2100831	Batteries	4.74
PETPICKUPS.COM	41736	600 Wickets	2,580.97
PIPECO, INC.	S3466903.001	Nipples	42.74
PIPECO, INC.	S3470722.001	Pinch Tool	12.01
Total FACILITY MAINTENANCI	E:		11,544.11
OLICE			
1 4410 4515 MIGLON DEBURGER			
1-4210-2515 VISION REIMBURSEN NBS-NATIONAL BENEFIT SERVI	709650	A) HRA Vision	12.90
1-4210-3200 OPERATING SUPPLIE		1	20.28
A.C. HOUSTON LUMBER CO.	1908-533709	supplies	29.28
CHATEAU DRUG CENTER	2101615	Charger Cord	12.34
CHATEAU DRUG CENTER	2104773	Boot Polish	6.64
1-4210-3610 PARKING OPS PROCE			
CALE AMERICA, INC.	154631	April Way to Park	17.50
CALE AMERICA, INC.	155468	June Way To Park	50.75
1-4210-3620 PARKING OPS EQUIP	MENT FEES		
CALE AMERICA, INC.	154631	May Active Meters	165.00
CALE AMERICA, INC.	155468	July Active Meters	165.00
OMNI PARK	120304	Omni Park Subscription	343.00
1-4210-4200 PROFESSIONAL SERV	VICES		
1-4210-4200 PROFESSIONAL SERV KETCHUM COMPUTERS, INC.	16253	Computer Support - BCSO	803.25
		the support 2000	005.25

City of Ketchum Payment Approval Report - by GL Council Page: Report dates: 8/2/2019-8/15/2019 Aug 15, 2019 10:55AM Vendor Name Invoice Number Description Net Invoice Amount Total POLICE: 1,605.66 **FIRE & RESCUE** 01-4230-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 709650 HRA Vision 81.00 NBS-NATIONAL BENEFIT SERVI CP227070 HRA Vision 202.21 01-4230-3200 OPERATING SUPPLIES FIRE ATKINSONS' MARKET 24.45 01267891 Supplies ATKINSONS' MARKET 08411115 1.42 Bags GALL'S, LLC 013343751 Water proof side zip quarter 108.15 COPY & PRINT, L.L.C. 98845 Boxes 23.00 ELEPHANT'S PERCH 1000641064 Bike Tire Tubes 17.26 NORCO 27055922 52355 073119 33.54 GIBSON, KELLER 081219 Piper's Pot Luck 64.95 01-4230-3210 OPERATING SUPPLIES EMS ATKINSONS' MARKET 01267891 Supplies 24.44 ATKINSONS' MARKET 08411115 Bags 1.42 83290758 Medical Supplies 39.58 BOUNDTREE MEDICAL 22.99 COPY & PRINT, L.L.C. 98845 Boxes NORCO 26909782 54794 071119 91.93 NORCO 27056936 54794 073119 231.88 HENRY SCHEIN 67706232 Medical Supplies 362.64 GIBSON, KELLER 081219 Piper's Pot Luck 64.94 01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE UNITED OIL 916688 37267 073119 189.23 01-4230-3510 MOTOR FUELS & LUBRICANTS EMS UNITED OIL 37267 073119 237.28 916688 01-4230-4910 TRAINING EMS IDAHO BUREAU OF EMS & PREP 2716 ALS License Renewal - Seth Martin 25.00 IDAHO BUREAU OF EMS & PREP 2806 ALS License Renewal - Eric Demment 25.00 01-4230-4920 TRAINING-FACILITY IDAHO POWER 2224210258 08 2224210258 080719 13.24 01-4230-5100 TELEPHONE & COMMUNICATION FIRE MTE COMMUNICATIONS 56983 DSL - Digital Subscriber Line 30.25 VERIZON WIRELESS 842054354 072 842054354 072319 20.01 01-4230-5110 TELEPHONE & COMMUNICATION EMS VERIZON WIRELESS 842054354 072 842054354 072319 20.00 01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE ALSCO - AMERICAN LINEN DIVI LBOI1725681 5109 080519 29.75 ATKINSONS' MARKET 09169445 Supplies 10.22 BACKWOODS MOUNTAIN SPOR 105108 Straps for TSU 52.00 CHATEAU DRUG CENTER Supplies 9.48 2105495 Filters RIVER RUN AUTO PARTS 17.76 6538-144113 RIVER RUN AUTO PARTS Filters 6538-144238 13.75 199.95 RIVER RUN AUTO PARTS 6538-144300 Battery RIVER RUN AUTO PARTS 6538-144301 Battery 199.95

RIVER RUN AUTO PARTS

6538-144686

Supplies

19.08

5

City of Ketchum Payment Approval Report - by GL Council Page: 6 Report dates: 8/2/2019-8/15/2019 Aug 15, 2019 10:55AM Vendor Name Invoice Number Description Net Invoice Amount RIVER RUN AUTO PARTS 6538-144720 Parts 30.84 RIVER RUN AUTO PARTS 6538-144723 Tape 6.07 RIVER RUN AUTO PARTS 6538-144743 Solder Rosin 14.79 CURTIS TOOLS FOR HEROES INV303626 Tile 461.31 01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS RIVER RUN AUTO PARTS 6538-144209 Oil Filter 20.16 Total FIRE & RESCUE: 3,040.92 STREET 01-4310-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 709650 HRA Vision 49.00 01-4310-3200 OPERATING SUPPLIES ATKINSONS' MARKET 08413068 Drinks for Chip Seal Crew 60.04 ATKINSONS' MARKET 08414329 Drinks for Chip Seal Crew 37.54 ATKINSONS' MARKET 08416092 Breakfast for Chip Seal Crew 81 37 BUSINESS AS USUAL INC. 147500 supplies 98.49 supplies 10.95 BUSINESS AS USUAL INC. 147551 CHATEAU DRUG CENTER 2098412 Faucet Filter 79.77 CHATEAU DRUG CENTER 2106262 Cleaning Supplies 30.36 D & B SUPPLY INC. 4921 Work Uniforms 89.98 US BANK 2022 072519 2022 - Audible Ebook 2.07 US BANK 2022 072519 2022 - Uniforms 59.90 01-4310-3400 MINOR EQUIPMENT FASTENAL COMPANY IDJER84626 Gray Earmuff 34.34 01-4310-3500 MOTOR FUELS & LUBRICANTS WEX BANK 60561814 July 2019 Fuel 378.01 UNITED OIL 916690 37269 073119 831.35 01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU NAPA AUTO PARTS 982266 Durango Fil kit 12.99 NAPA AUTO PARTS 982290 Air Filter 9.99 01-4310-6100 REPAIR & MAINT--MACHINERY & EO CHATEAU DRUG CENTER 2099614 Tank Sprayer 18.99 COLOR HAUS, INC. 223544 Paint 28.17 LACAL EQUIPMENT, INC. 0306459-IN Long Rubber Dirt Runner 342.90 LACAL EQUIPMENT, INC. 0306544-IN Pelican Roller Bearing 172.76 NAPA AUTO PARTS 981762 Heater Valve 11.21 NAPA AUTO PARTS 982290 Air Filter 6.99 NAPA AUTO PARTS 982951 Wiper Blade 29.48 PIPECO, INC. S3466855.001 Washdown Hose 11.78 RIVER RUN AUTO PARTS 6538-144481 Wire 21.74 WESTERN STATES CAT IN000959004 Grader Axle Arrangement & Line Boring 40,460.46 JACKSON GROUP PETERBILT Thimble Rod 205658 30.06 01-4310-6910 OTHER PURCHASED SERVICES ALSCO - AMERICAN LINEN DIVI LBOI1725273 5831 080219 43.63 ALSCO - AMERICAN LINEN DIVI LBOI1727294 5831 080919 43.63 NORCO 27056002 53271 073119 215.61 OVERHEAD DOOR COMPANY, I 428500 Garage Door Repair 45.00 THORNTON HEATING 40113 Exhaust Fan 3,244.88 TREASURE VALLEY COFFEE IN 2160 06237814 COFFEE 46.20

City of Ketchum

#### Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019

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		Report dates. 8/2/2019-8/15/2019	Aug 15, 2019 10.55A
Vendor Name	Invoice Number	r Description	Net Invoice Amount
CINTAS FIRST AID & SAFETY	5014341876	First Aid Supplies	60.64
01-4310-6950 MAINTENANCE & I	MPROVEMENTS	8	
ANDERSON ASPHALT PAVING		July Asphalt	13,140.00
FASTENAL COMPANY	IDJER84627	Chip Seal Supplies	65.75
SC SUPPLY COMPANY LLC	30282	Super Bright Orange Signs	950.75
Total STREET:			60,856.78
RECREATION			
01-4510-2505 HEALTH REIMBUR	SEMENT ACCT(	HRA)	
NBS-NATIONAL BENEFIT SERV	CP227070	HRA	69.46
01-4510-2515 VISION REIMBURSI			
NBS-NATIONAL BENEFIT SERV	709650	HRA Vision	16.50
01-4510-3200 OPERATING SUPPL			(7.10
A.C. HOUSTON LUMBER CO.	1908-53586	Dishwasher Fix 6235 - Toilet Bowl Cleaner	67.19
US BANK	6235 072519	6235 - Tollet Bowl Cleaner	22.39
01-4510-3250 RECREATION SUPP	LIES 080119	reimbursement for 8/26/19	46.93
KEARNEY, JOHN US BANK	6235 072519	6235 - Tomato and Plant Support Cage	29.08
US BANK	6235 072519	6235 - 12 Dinnerware Sets	233.40
US BANK	6235 072519	6235 - Plant Saucer	8.95
US BANK	6235 072519	6235 - Vinegar	21.95
US BANK	6235 072519	6235 - Cooking and Art Supplies	138.49
01-4510-3300 RESALE ITEMS-CO	NCESSION SUPP	PLY	
ATKINSONS' MARKET	04801282	Concessions	46.19
SYSCO	140471015	Concession & Supplies	72.26
01-4510-3500 MOTOR FUELS & L	UBRICANTS		
UNITED OIL	916689	37268 073119	129.59
01-4510-4200 PROFESSIONAL SE	RVICE		
CLEAR CREEK LAND CO. LLC	22544	180 - 080119	90.00
PLATT ELECTRIC SUPPLY	V786876	LED Instant Fit	74.40
01-4510-6100 REPAIR & MAINT		-	
A.C. HOUSTON LUMBER CO.	1908-533703	Broom	55.58
Total RECREATION:			1,122.36
Total GENERAL FUND:			155,296.95
WAGON DAYS FUND WAGON DAYS EXPENDITURES			
02-4530-3250 SOUVENIRS SUPPL	ES		
CASH	081419	Wagon Days Cash	100.00
US BANK	6235 072519	6235 - Posters	422.64
02-4530-4200 PROFESSIONAL SE	RVICES		
MATTIAS, AMBER	081419	RED BARN Camp Hosts	300.00
MATTIAS, MICHAEL	081419	RED BARN Camp Hosts	300.00
NIEDRICH, DAVE	081419	RED BARN Camp Hosts	300.00

City of Ketchum		Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019	Page: 8 Aug 15, 2019 10:55AM	
Vendor Name	Invoice Number	Description	Net Invoice Amount	
NIEDRICH, TERI	081419	RED BARN Camp Hosts	300.00	
RED'S MEADOW INC.	081419	Jerk Line	22,180.00	
SUN VALLEY EVENTS	081419	September Contract and Staffing for WD	5,125.00	
WOOD RIVER MIDDLE SCHOOL	. 081419	Sign Carriers	300.00	
02-4530-4210 PARADE PARTCPN	NT/FIDDLERS/POET	ſS		
BAUWENS, WENDY	081419	Wagon	550.00	
DAWKINS, BRUCE	081419	Wagon Entry	450.00	
PRICE, BOBBY	081419	Wagon Entry	450.00	
RUBY, HAROLD	081419	Wagon Entry	450.00	
RUBY, HELEN	081419	Wagon Entry	250.00	
SWAINSTON, MIKE	081419	Wagon Entry	450.00	
TOMASKI, BOB	081419	WAGON Entry	2,000.00	
WORTHINGTON, KEN	081419	Old Time Fiddler's Entertainment during Wagon Days	400.00	
DAWKINS, LENA	081419	Wagon Entry	450.00	
GRIFFETH, MEL	081419	Americanas	2,000.00	
WILLIAMS, JERAL	081419	Camel	500.00	
RUBY, JIM	081419	WAGON Entry	450.00	
SMITH, MONTE	081419	Wagon Entry	450.00	
LOCKYER, ELISABETH	081419	Wagon Entry	250.00	
WILLIAMS, JEANNIE	081419	Buffalo	500.00	
JONES, RODNEY	081419	Wagon Entry	550.00	
SHERBINE, ROCKY	081419	Wagon Entry	250.00	
ROOT, BILL	081419	Wagon	450.00	
HOOD, J.R.	081419 081419	Barn Dance Performance	500.00 575.00	
WILCOX, JERRY	081419	Entry Wasan Entry	450.00	
BOGGS, LISA	081419 081419	Wagon Entry Charro	450.00	
HEREDIA, JOSE	081419		450.00	
ROUNDY, JARED ARRIWITE, LEO	191601.1	Entry Wagon Days Parade 1/2	2,500.00	
VILLA, LIZET	081419	Escaramucha	450.00	
WILLIAMS, JAKE	081419	Handlers	500.00	
WILLIAMS, JUSTIN	081419	Horse Entry	500.00	
WILLIAMS, JARED	081419	Mule	500.00	
LITTLE, RUSS	081419	Wagon Entry	450.00	
02-4530-4220 GRAND MARSHAL	DINNED			
US BANK	6235 072519	6235 - Flat Invitations	47.88	
BURKE BROTHERS BRONZE	1024	Bolo Tie	146.40	
02-4530-4230 HISTORY/CHILDR	EN'S ACTIVITIES			
WAGONS HO OF IDAHO LLC	8319	Wagon Days Signs	1,800.00	
ELKINS, LARRY	081419	WAGON DAYS - BALOON ARTIST	375.00	
KLUGE, TRACEY JENSEN	081419	Wagon Days - Face painting	450.00	
DAISY'S WORKSHOP	9653	Kids Workshop	1,000.00	
CHIZUM, SUSAN	081419	Wagon Days Vendor Hats	500.00	
ELIASON, KEELY	081419	Wagon Days Vendor Trucker Hats	500.00	
02-4530-4400 ADVERTISING & L	EGAL PURLICATIO	0		
CERTIFIED FOLDER DISPLAY		Brochures	418.18	
US BANK	6235 072519	6235 - Rack Cards	573.15	
Total WAGON DAYS EXPEN	DITURES:		53,363.25	
Total WAGON DAYS FUND:			53,363.25	

#### GENERAL CAPITAL IMPROVEMENT FD

City of Ketchum

## Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019

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		Report dates. 6/2/2019 6/15/2019	Rug 13, 2017 10.33R
Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PRO	GRAM		
OPEN SPACES NORTHWEST	64004	2019 Contract	1,250.00
03-4193-7190 SIDEWALK/LIGHTIN	G		
MATERIALS TESTING & INSPEC	164504	Ketchum Infield 20334	1,747.68
MATERIALS TESTING & INSPEC	164578	Ketchum Infield 20334	1,877.24
03-4193-7200 TECHNOLOGY UPGR			
MUNICODE	00331711	Business Directory Maintenance Support	1,200.00
03-4193-7400 COMPUTER/COPIER			
GREAT AMERICA FINANCIAL SE	25237410	Copier Leasing	1,804.57
Total GENERAL CIP EXPENDIT	URES:		7,879.49
Total GENERAL CAPITAL IMPR	ROVEMENT FD:		7,879.49
FIRE & RESCUE CAPITAL IMPR.F FIRE/RESC CAPITAL EXPENDITU			
11-4230-7600 OTHER MACH & EQU	JIP		
ELITE EXTRICATION & EQUIPM	501 20384	PO 20384	25,920.75
CURTIS TOOLS FOR HEROES	500282	PO 20374	2,598.00
Total FIRE/RESC CAPITAL EXP	ENDITURES:		28,518.75
Total FIRE & RESCUE CAPITAL	IMPR.FND:		28,518.75
ORIGINAL LOT FUND ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTION	NS		
A.C. HOUSTON LUMBER CO.	1908-534383	Skate Park Supplies	36.27
CHATEAU DRUG CENTER	2093698	Cups	4.74
CHATEAU DRUG CENTER	2102810	Cups	11.38
IDAHO LUMBER & HARDWARE	780502	Wade Print Pool	79.95
SPICER, JASON	081019	PA & DJ Skate Comp	200.00
PRESS PRINT HOUSE	1102	T-Shirts and Hoodies Skate Comp	360.00
ROAD WORK AHEAD CONST. SU	TS10117	Traffic Plan	37.10
US BANK	6235 072519	6235 - Silver Creek Hotel Robbie Pfunder	119.00
US BANK	6235 072519	6235 - Climbing Wall Rental	1,244.00
MCDANIEL, TRAVIS	081619	081619 Town Square Music	250.00
MCDANIEL, TRAVIS	082319	082319 Town Square Music	450.00
Total ORIGINAL LOT TAX:			2,792.44
Total ORIGINAL LOT FUND:			2,792.44
ADDITIONAL1%-LOT FUND ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SE	RVICE BOARD		
25-4910-4220 SUN VALLEY AIR SEI SUN VALLEY AIR SERVICE BOA	080119	June 2019 Additional 1%	192,896.92

SUN VALLEY AIR SERVICE BOA	080119	June 2019 Additional 1%	192,896.92
SUN VALLEY AIR SERVICE BOA	080119	Direct Cost's	5,522.66-

City of Ketchum

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		Report dates: 8/2/2019-8/15/2019	Aug 15, 2017 10:55AW
Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADDITIONAL 1%-LOT:			187,374.26
Total ADDITIONAL1%-LOT FU	ND:		187,374.26
WATER FUND WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEN	MENT ACCT(HR	A)	
NBS-NATIONAL BENEFIT SERVI	709650	HRA Vision	16.50
63-4340-3100 OFFICE SUPPLIES &	POSTAGE		
US BANK	3059 072519	3059 - Certified Mailings	68.50
US BANK	6235 072519	6235 - Business Cards Kevin	48.23
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	54187	mailings	419.70
63-4340-3200 OPERATING SUPPLI	ē.S		
ALSCO - AMERICAN LINEN DIVI		5192 080219	22.49
ALSCO - AMERICAN LINEN DIVI	LBOI1725303	5493 080219	55.79
CHATEAU DRUG CENTER	2106198	Batteries	8.54
PIPECO, INC.	\$3477512.001	Marking Paint	66.82
63-4340-3250 LABORATORY/ANAL	YSIS		
GO-FER-IT	87398	292 - 073119	17.00
MAGIC VALLEY LABS, INC.	13156	Water Testing	92.00
63-4340-3500 MOTOR FUELS & LU	BRICANTS		
UNITED OIL	916691	37271 073119	604.39
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E259910	55 gal T-Chlor	252.24
63-4340-4200 PROFESSIONAL SER	VICES		
ARBOR CARE	42034	North Water Facility Weed Control	675.00
DIG LINE	0060967-IN	Monthly Fee	260.26
63-4340-5100 TELEPHONE & COM	MUNICATIONS		
CENTURY LINK	2087250715 08	2087250715 080419	117.65
CENTURY LINK	2087255045 08	2087255045 080419	53.66
63-4340-5200 UTILITIES			
OHIO GULCH TRANSFER STATI	111244	Asphalt Dirt Lumber	195.60
OHIO GULCH TRANSFER STATI	111305	Asphalt Dirt Lumber	139.40
63-4340-6000 REPAIR & MAINT-AU	<b>TO EOUIP</b>		
RIVER RUN AUTO PARTS	6538-144458	Oil and Filter	40.77
63-4340-6100 REPAIR & MAINT-MA	АСН & БОШР		
BANYAN TECHNOLOGY INC.	20601	Big Wood Well Temp Probe	105.00
CHATEAU DRUG CENTER	2103751	Filters	9.48
PIPECO, INC.	S3480251.001	Teflon Paste	17.88
Total WATER EXPENDITURES:			3,286.90
Town WITTER EAR ENDITORED.			

#### WATER DEBT SERVICE EXPENDITRES

City	of Ketchum	
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Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4800-8600 DEBT SRVC ACCT PF	RINCIPAL-2016		
CHASE	2747	Principal Due this period	143,000.00
63-4800-8700 DEBT SRVC ACCT IN CHASE	TEREST-2016 2747	Interest Due this period	12,275.70
Total WATER DEBT SERVICE I			155,275.70
Total WATER FUND:			158,562.60
	r fund		
WATER CAPITAL IMPROVEMENT WATER CIP EXPENDITURES	IFUND		
64-4340-7653 WATER METER REP			4 ((0.00
FERGUSON ENTERPRISES, LLC	0717161	Lower End Measuring Chamber	4,669.02
64-4340-7800 CONSTRUCTION LUNCEFORD EXCAVATION, INC.	10094	East Canyon Leak	1,237.50
64-4340-7802 KETCHUM SPRING V	VA CONVERSIO	N	
USA BLUEBOOK	979119	Repair Clamp	405.90
USA BLUEBOOK	979373	Repair Clamp	135.97
CANYON EXCAVATION. LLC	2	Warm Springs Water Phase 2	88,625.50
Total WATER CIP EXPENDITU	RES:		95,073.89
Total WATER CAPITAL IMPRO	VEMENT FUND:		95,073.89
WASTEWATER FUND WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSE	MENT ACCT(HR	(4)	
NBS-NATIONAL BENEFIT SERVI		HRA Vision	36.10
65-4350-3120 DATA PROCESSING	54105		
BILLING DOCUMENT SPECIALIS	54187	mailings	629.56
<b>65-4350-3200 OPERATING SUPPLI</b> A.C. HOUSTON LUMBER CO.	ES 1908-535709	Nitrile Poly Glove	17.97
ALSCO - AMERICAN LINEN DIVI		5192 080219	22.49
ALSCO - AMERICAN LINEN DIVI		5292 080219	103.01
CHATEAU DRUG CENTER	2098432	Supplies	22.76
NORTHERN SAFETY CO., INC.	903562370	Safety Eyewear	86.11
65-4350-3500 MOTOR FUELS & LU	BRICANTS		
UNITED OIL	913282	37270 061519	105.30
65-4350-3800 CHEMICALS	1474631	T-Chlor	1 609 50
65-4350-3800 CHEMICALS THATCHER COMPANY, Inc.	1474631	T-Chlor	1,609.50
65-4350-3800 CHEMICALS THATCHER COMPANY, Inc. 65-4350-4200 PROFESSIONAL SER	VICES		
<ul> <li>65-4350-3800 CHEMICALS THATCHER COMPANY, Inc.</li> <li>65-4350-4200 PROFESSIONAL SER ANALYTICAL LABORATORIES, I</li> </ul>	VICES 64794	chemicals	399.95
<ul> <li>65-4350-3800 CHEMICALS THATCHER COMPANY, Inc.</li> <li>65-4350-4200 PROFESSIONAL SER ANALYTICAL LABORATORIES, I RUBICON ENVIRONMENTAL SE</li> </ul>	VICES 64794 20364 080619	chemicals Field Service & Expenses	
<ul> <li>65-4350-3800 CHEMICALS THATCHER COMPANY, Inc.</li> <li>65-4350-4200 PROFESSIONAL SER ANALYTICAL LABORATORIES, I</li> </ul>	VICES 64794 20364 080619	chemicals Field Service & Expenses	399.95

City of Ketchum		Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019	Page: 12 Aug 15, 2019 10:55AM
Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	9642 072519	9642 - Wastewater Tests for Mick	93.85
<b>65-4350-6100 REPAIR &amp; MAINT-M</b> US BANK US BANK	ACH & EQUIP 9642 072519 9642 072519	9642 - Mini UV Lamp 9642 - Power Lock Pole	175.00 42.78
<b>65-4350-6900 COLLECTION SYSTI</b> A.C. HOUSTON LUMBER CO.	EM SERVICES/CH 1908-535682	IA Roofing Felt	30.07
Total WASTEWATER EXPEND	ITURES:		9,841.40
Total WASTEWATER FUND:			9,841.40
WASTEWATER CAPITAL IMPRO WASTEWATER CIP EXPENDITUR			
67-4350-7600 MACHINERY AND E USA BLUEBOOK	QUIPMENT 968208	Digital Gateway Combination	270.00
Total WASTEWATER CIP EXPI	ENDITURES:		270.00
Total WASTEWATER CAPITAL	L IMPROVE FND:		270.00
PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITUR	RES		
93-4900-6800 KETCHUM ARTS CO Ballet Idaho	OMMISSION 080619	Travel Via Contract 20322	130.00
Total PARKS/REC TRUST EXPl	ENDITURES:		130.00
Total PARKS/REC DEV TRUST	FUND:		130.00
ESSENTIAL SERVICES FAC. TRUS ESF TRUST EXPENDITURES	ST		
<b>95-4193-7205 FUTURE ESF FIRE</b> COLE ARCHITECTS PLLC	1372	Phase 1 Concept Design	14,628.60
Total ESF TRUST EXPENDITU	RES:		14,628.60
Total ESSENTIAL SERVICES F.	AC. TRUST:		14,628.60
COMBINED CASH FUND			
99-1174-0000 CASH CLEARING-AC Allison, Kelly J	C <b>CTS.RECEIVAB</b> REFUND WA	LE AR INV#3469 REFUND OF DUPLICATE BILLING	1,535.00
Total :			1,535.00
Total COMBINED CASH FUND	):		1,535.00
Grand Totals:			715,266.63

City of Ketchum	2 11	Payment Approval Report - by GL Council Report dates: 8/2/2019-8/15/2019	
Vendor Name	Invoice Number	Invoice Number Description	
Report Criteria:			
Invoices with totals above \$0	included.		
Paid and unpaid invoices inclu	ided.		
[Report].GL Account Number	-= "0110000000"-"9648008200","9910	000000"-"9911810000"	
Invoice Detail.Voided = No,Y	es		



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation to Receive and File Treasurer's Monthly Financial Report

**Recommendation and Summary** 

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

#### "I move to receive and file the Treasurer's financial report."

The reasons for the recommendation are as follows:

• State statute establishes requirements for monthly 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."

#### <u>Analysis</u>

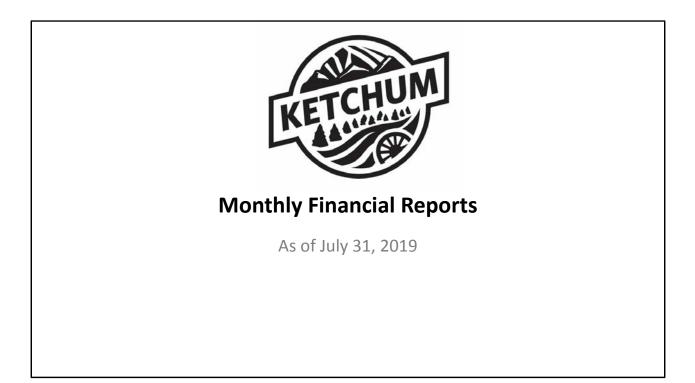
Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

Financial Impact

There is no financial impact to this reporting.

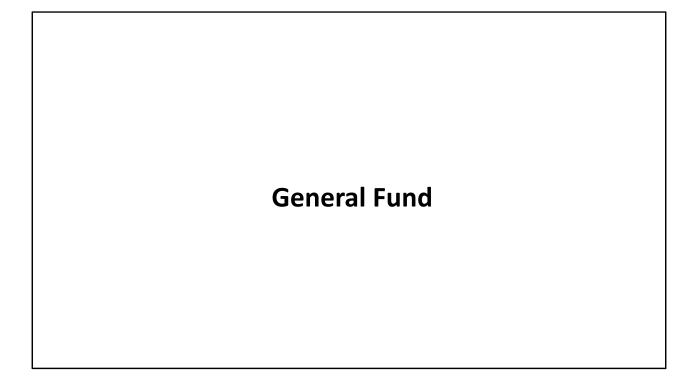
#### **Attachments**

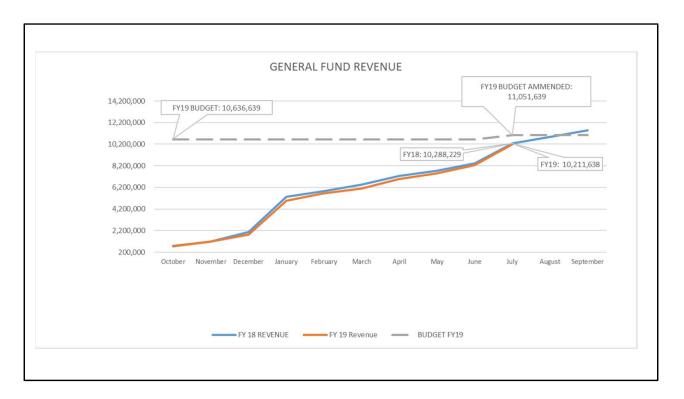
• Attachment A: Monthly Financial Report Charts



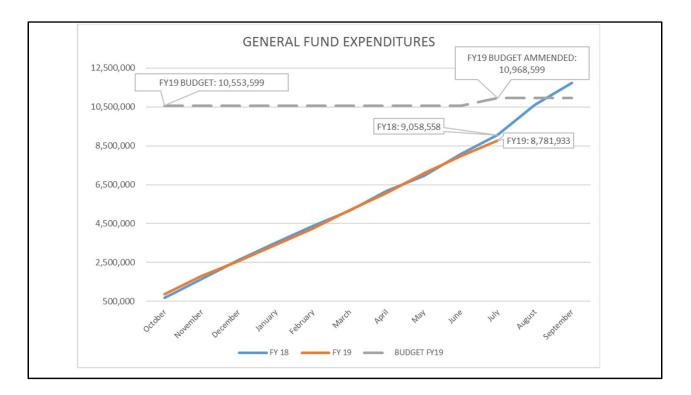
This packet is divided into three sections: (1) General Fund charts (pages 2-13): (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

Each chart includes information on current progress relative to the prior year and also the current budget. Where deviations are 5% or greater, an explanation on the major drivers of such changes is included.

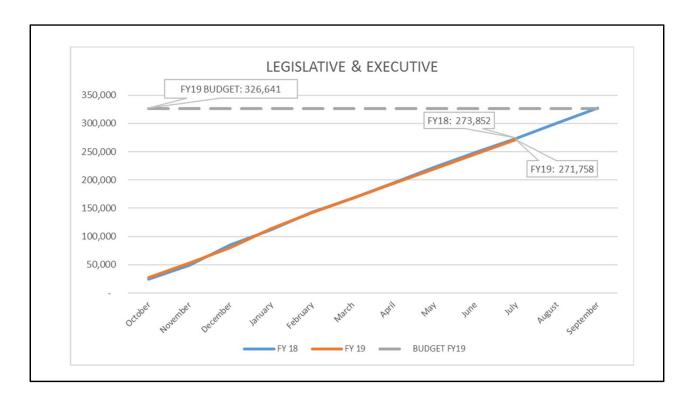




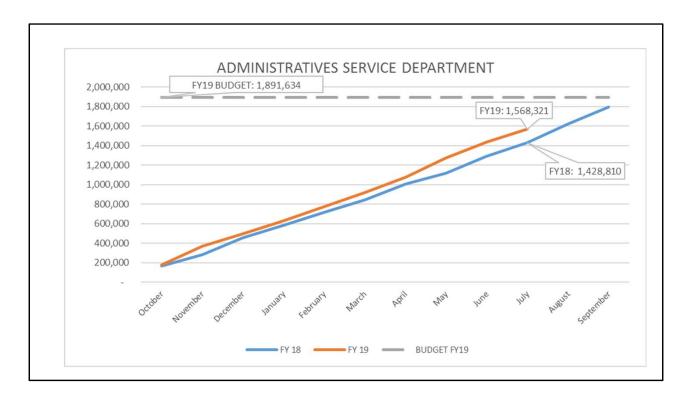
The General Fund revenues are down approximately \$76,590 (0.7%) in FYTD.



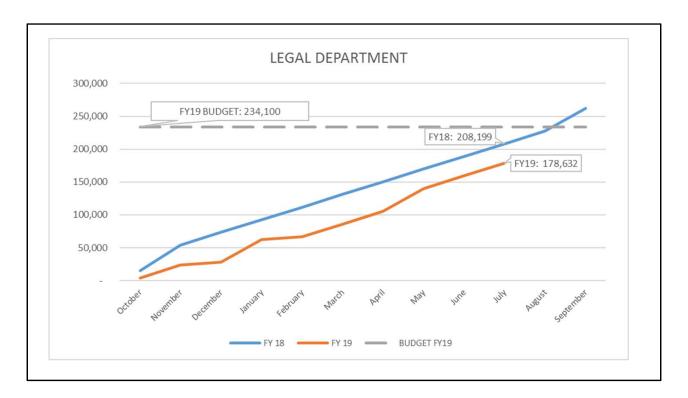
The General Fund expenditures are down \$276,625 (3.1%) FYTD.



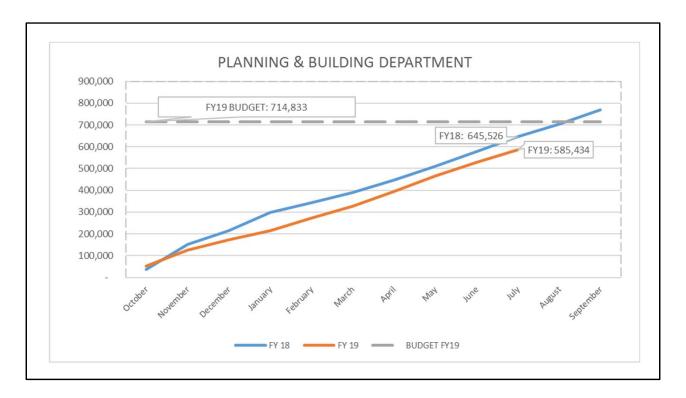
The Legislative & Executive Department expenditures are down \$2,094 (0.8%) FYTD.



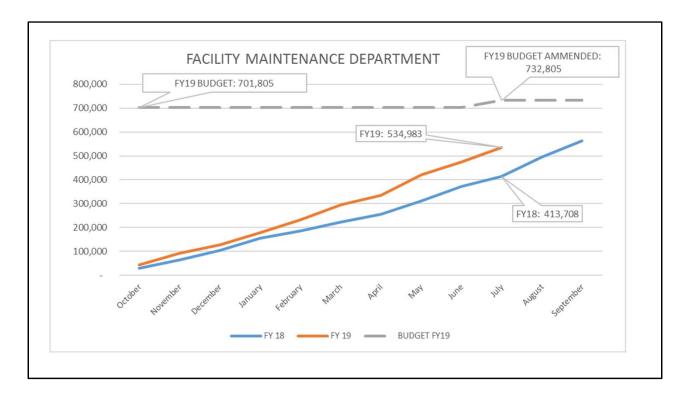
The Administrative Services Department expenditures are up 139,511 (9.8%) FYTD. This increase is due largely to increased benefit costs and an increase in information technology expenses.



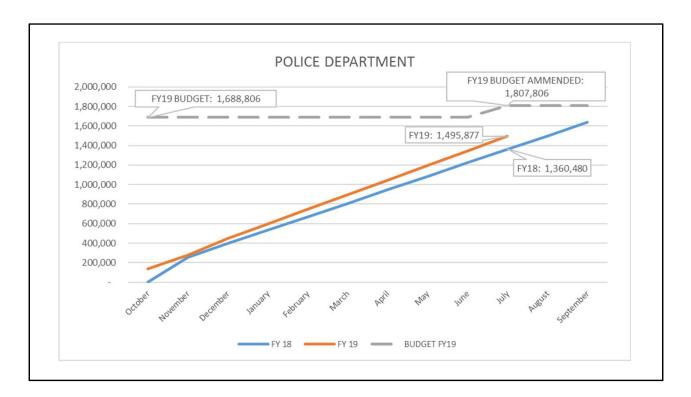
The Legal Department expenditures are down \$29,567 (14.2%) FYTD. This decrease is largely due to the timing of the contract billing with White Peterson relative to the prior year.



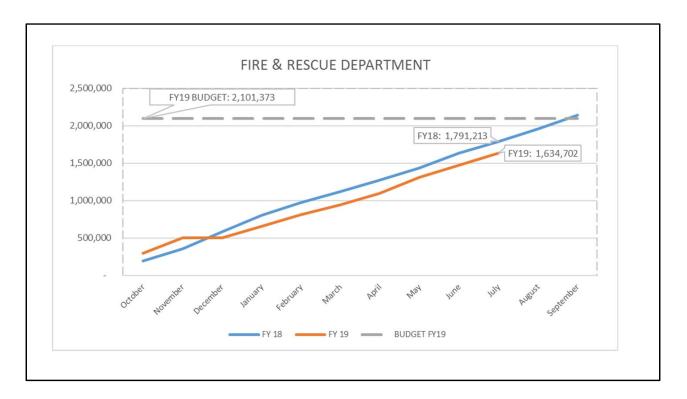
The Planning & Building Department expenditures are down \$60,692 (9.3%) FYTD. This decrease is largely due to payments to the Idaho Division of Building Safety related to permits and plan review. This expenditure decrease corresponds to the lower general fund revenue noted on slide 3.



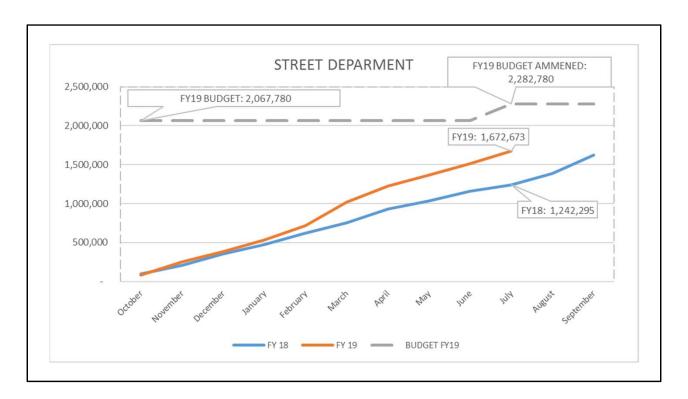
The Facilities Maintenance Department expenditures are up \$121,275 (29.3%) FYTD. This increase is largely due to increased salary and benefit expenditures as the department has filled previously vacant positions. Also, professional service costs for snow removal are greater than last year.



The Police Department expenditures are up \$135,397 (10%) FYTD. This increase is due to changes in the Blaine County Sheriff's Office contract.

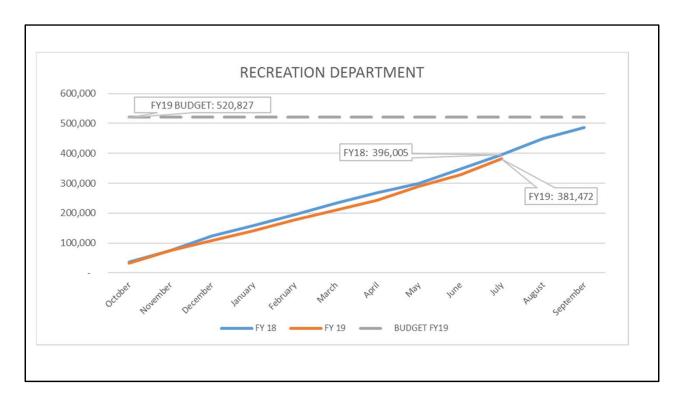


The Fire & Rescue Department expenditures are down \$156,511 (8.7%) FYTD. This decrease is largely due to reduced salary and benefit costs associated with a department vacancy and also the timing of billings from the City of Sun Valley for management services. This decrease is partially one of timing and that component is expected to disappear in June.

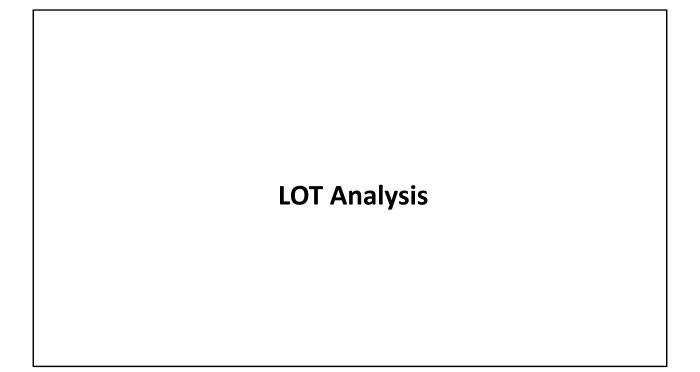


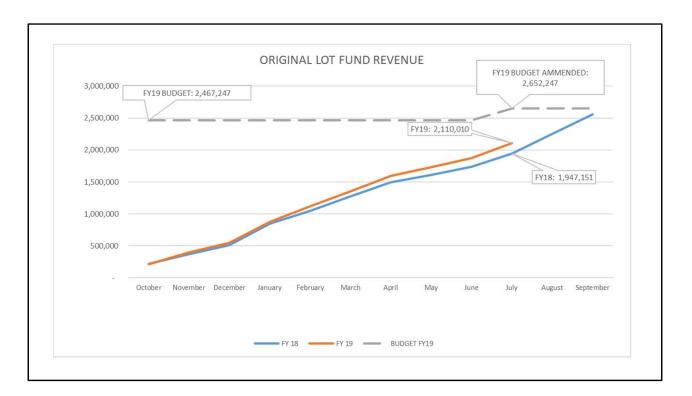
The Streets Department expenditures are up \$430,378 (34.6%) FYTD. This increase is due to:

- 1. Salary and benefit expenditures as the department has filled previously vacant positions; and
- 2. Professional service and equipment repair costs for snow removal, which are expected to be approximately \$200,000 over budget.

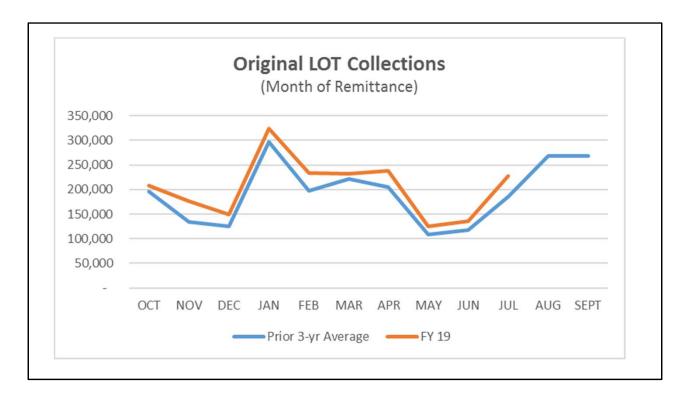


The Recreation Department expenditures are down \$14,533 (3.7%) FYTD due to lower salary and benefit expenses.

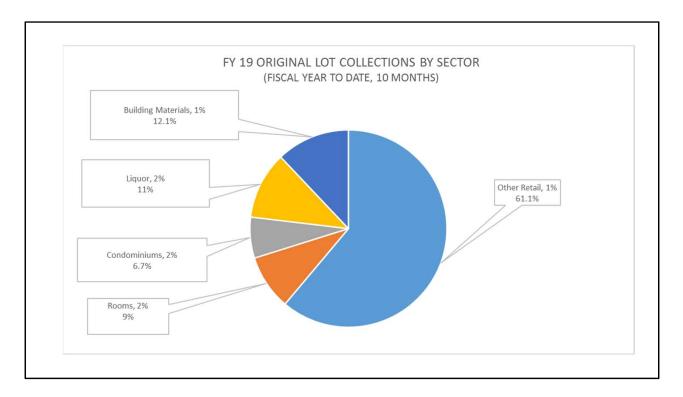




Revenue to the Original LOT Fund is up approximately \$162,859 (8.4%) FYTD due to greater tax receipts.

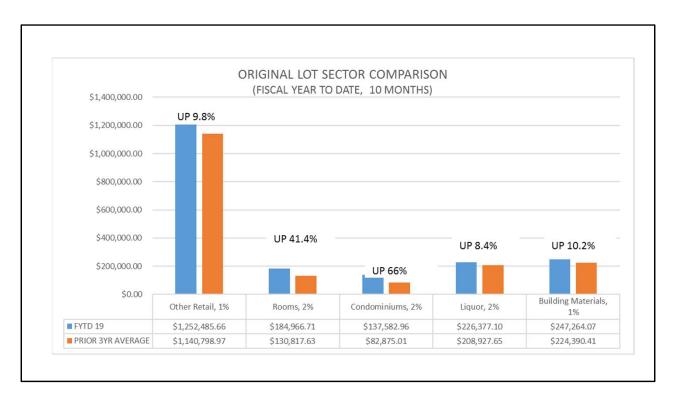


Revenues from Original LOT covered sales are up approximately 14.6% over the average of the prior three years.



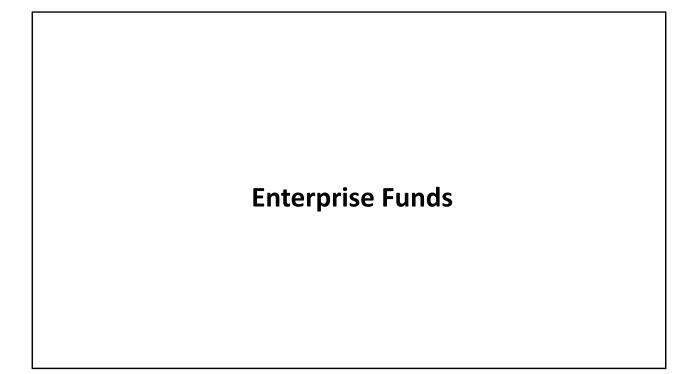
To date in FY 19 (10 months), Original LOT collections have been generated by each sector as follows:

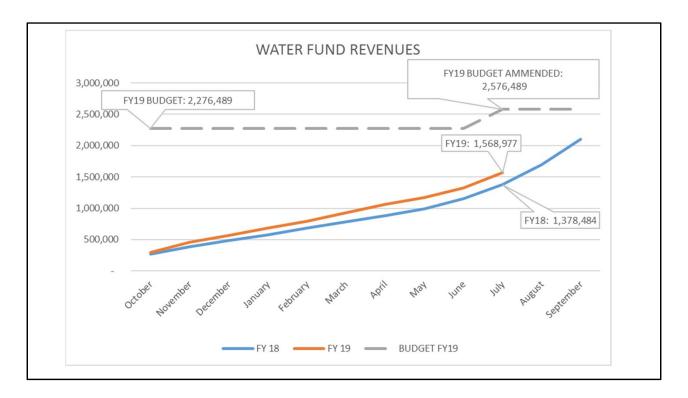
- 1. Retail has generated 61.1% of the total.
- 2. Building Materials have generated 12.1%.
- 3. Liquor has generated 11%.
- 4. Rooms have generated 9%.
- 5. Condominiums have generated 6.7%.



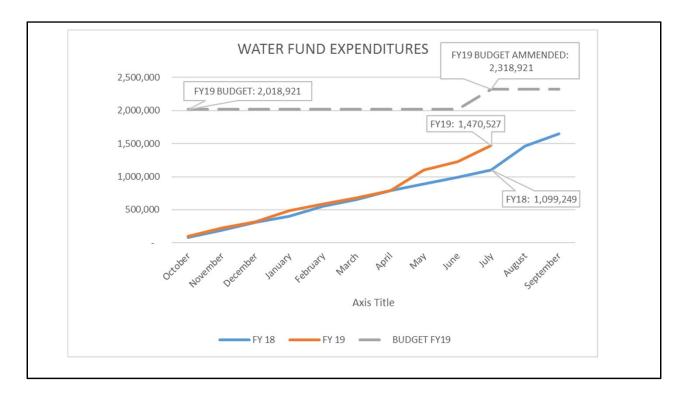
Through the first 10 months of FY 19, collections compared to the prior three-year average are as follows:

- 1. Retail is up 9.8%.
- 2. Rooms are up 41.4%.
- 3. Condominiums are up 66%
- 4. Liquor is up 8.4%.
- 5. Building Materials are up 10.2%.

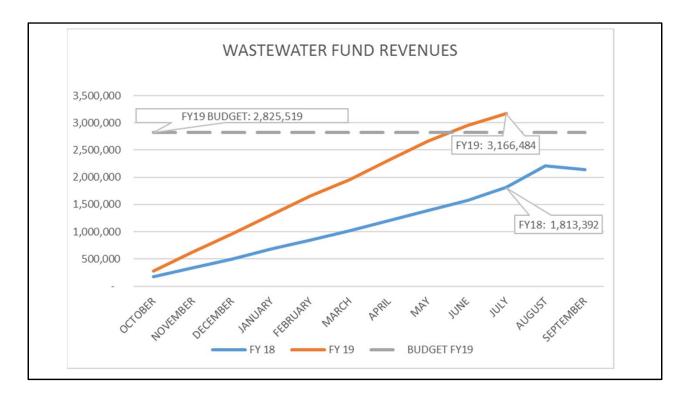




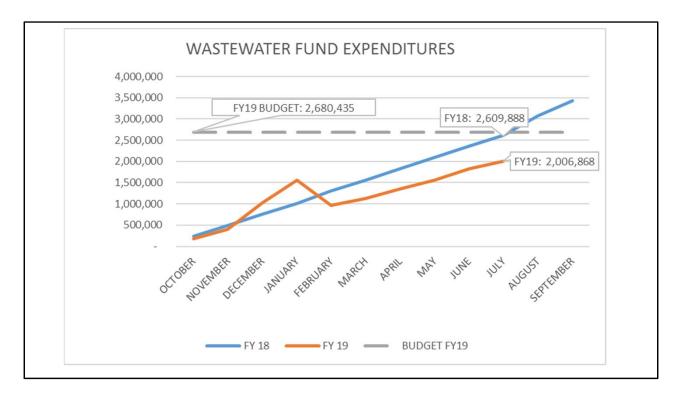
The Water Fund revenues are up \$190,493 (13.8%) FYTD. This increase is due to changes to the water rate structure implemented as part of the FY 19 budget.



The Water Fund expenditures are up \$371,278 (33.8%) FYTD. This increase is largely due to transfers to water capital improvement funds for Ketchum Spring Water Project.

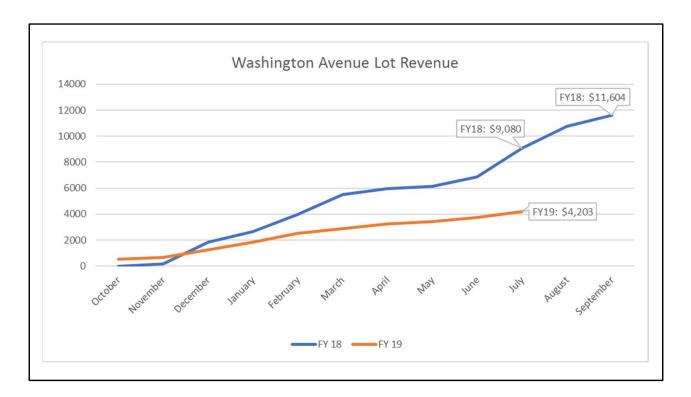


The Wastewater Fund revenues are up \$1,353,092 (74.6%) FYTD. This increase is due to changes to the wastewater rate structure implemented as part of the FY 19 budget as well as greater reimbursement from the Sun Valley Water and Sewer District for the Headworks project.



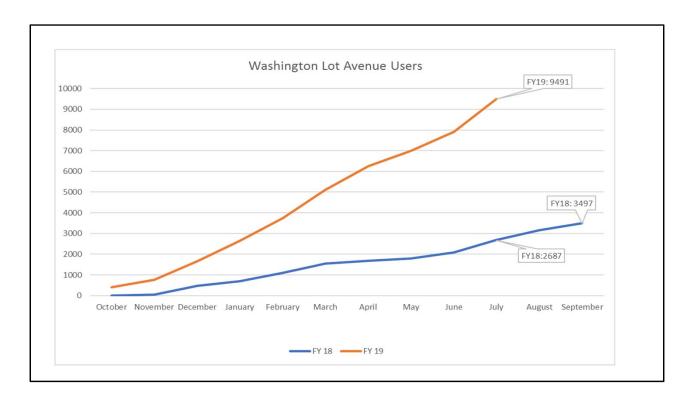
The Wastewater Fund expenditures are down approximately \$603,020 (23.1%) FYTD. The decrease is largely due to vacancies in the department as well as professional services utilization costs.





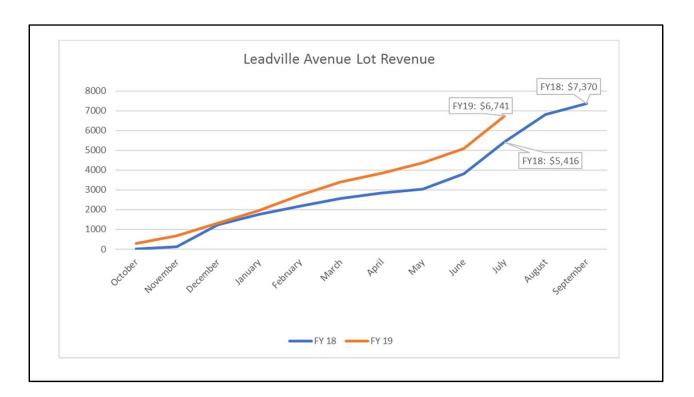
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$4,877 (53.7%) relative to the prior year. The institution of three hours of free parking per user per day has resulted in a decrease in the average revenue per user.

It is important to note that the Washington Avenue Lot was not a paid lot until November 17, 2017.



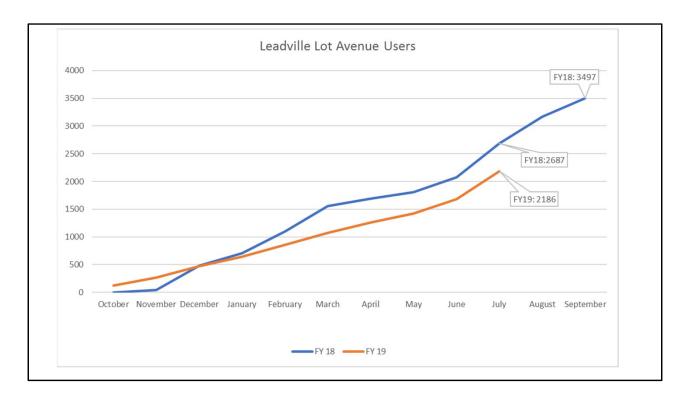
In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is up 6804 (253.2%) relative to the prior year. The institution of three hours of free parking per user per day has likely encouraged greater utilization of the lot.

It is important to note that the Washington Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$1,325 (24.5%) relative to the prior year. The average revenue per user has increased from \$4.63 in FY 18 to \$4.75 in FY 19 as a result of modifications to the fee structure.

It is important to note that the Leadville Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 269 (14%) relative to the prior year. It is important to note that the Leadville Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation to Approve Contract No. 20380, Textile Service Agreements with ALSCO Linen and Uniform Rental Services

#### **Recommendation and Summary**

Staff is recommending the council approve janitorial supplies service contracts for the Utilities, Streets and Fire Departments with ALSCO and adopt the following motion:

"I move to approve Contract No. 20380 for Textile Rental Service Agreements with ALSCO Linen and Uniform Rental Services for the Utilities, Streets and Fire Departments."

The reasons for the recommendation are as follows:

- The Utilities, Streets and Fire Departments perform maintenance and janitorial activities which require large quantities of washable items.
- ALSCO supplies and services the necessary items relieving the Departments from having to purchase, inventory and maintain them.

#### <u>Analysis</u>

The coveralls, mats, shop towels, mop heads and other items ALSCO supplies are items that need frequent washing and replacement. The City departments do not have the proper equipment to maintain these items. The service ALSCO provides allows City personnel to focus on their assigned duties.

- ALSCO was chosen to provide the goods and services because they have the lowest pricing of suppliers contacted.
- ALSCO has been providing satisfactory and timely customer service to City departments for several years.

#### Financial Impact

Total cost of services and supplies from ALSCO is estimated to be \$7,800.00. Funding for these Service Agreements have been provided for in each department's budget.

Attachments:

Rental Service Agreement – Location No. 005109, Ketchum Fire Department Rental Service Agreement – Location No. 005192, Ketchum Utilities Administration Rental Service Agreement – Location No. 005292, Ketchum Wastewater Department Rental Service Agreement – Location No. 005493, Ketchum Water Department Rental Service Agreement – Location No. 005831, Ketchum Street Department

DATE:	
KETCHUM, ID, 83340 DATE	KE
TITLE: TITLE: (AUTHORIZED REPRESENTATIVE)	110
BY: BY: BY:	
SUPPLIER'S ACCEPTANCE:	Ket
ights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for ar CE:	defe CU:
15. Enforcement of Agreement. In the event Supplier is required to enforce, defend and/or motors in either indented in either i	15
- 8	in w
supplier of services or goods covered by this Agreement.	supj
and/or goods furnished by Supplier hereunder, Customer shall give written notices to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to such leasing/rental industry. In the event Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed correction. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply. <b>12. Other Contracts.</b> Customer certifies that Supplier is in no way infrinzing more many termination pursuant to this Section, but all other sections shall apply.	and defi corr Cus 12.
area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement. So long as Customer's new location is within Supplier's route delivery with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.	with III.
10. Change of Customer's Location. Customer shall give Supplier 30 days written notice prior to any change in the location to any liquidated damages Customer may be required to pay pursuant to Section 8.	10.
sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges which Supplier may event of any other breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. Upon termination of this Agreement, with or without cause. Customer agrees to control of Sunday Customer agrees that this formula is reasonable.	susi eve pere 9. P
said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using lost, destroyed, stolen or non-returned goods, Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier thas the right to enter upon <b>8. Liquidated Damages</b> . Customer acknowledges that since the right to enter upon	lost Cus 8. I
other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials, and that the goods are not flame retardant or treated to resist acids or hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation. 7. Title to Goods and Replacing Lost or Damaged Goods. It is understood by the narries that all noods empriced and a torney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.	oth hol
in which delivery is made (the due date). A FINANCE CHARGE of 1½% per month or 18% per year will be imposed on all outstanding credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month within 30 days of the due date. Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.	in v wit
notity Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall shall notify Customer of the Additional Price Increase as provided above. Customer shall have the foregoing, if Supplier increases prices more frequently than annually or by more than 5% or the CPI as provided above ("Additional Price Increases"), Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.	sha sha
other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at www.Alsco.com. All charges are based on 52 weeks per year whether or not service is actually used. The description of the charges shown on Schedule A and Alsco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alsco.	Als
<ol> <li>Scope of Agreement. During the term of this Agreement, Alsco (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods that require replacement during the term of this Agreement shall remain in full force and effect for a period of of months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive of month periods thereafter unless either party shall give to the other</li> <li>Charges. In consideration for the services and goods needed needed</li></ol>	goo 2. 3.
The parties hereby agree as follows:	Th
C Lines and Uninform Renal Services	
JSCO	de.

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Note: Revenue from all charges is used to offset costs and provide general revenue to Alsco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week

Special Charges Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life. C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

towels typically need automatic replenishment charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database

**Press Charge:** The press charge is for atypical requests to press garments

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's

Replacement Charge (Replace Chg): request to maintain appearance standards and avoid early replacement. This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer

**Restocking Fee:** discontinues service before the end of the contract

The restocking fee is charged to retrieve items from the customer and place them back into our storeroom

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop

Service Charge The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

005493

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Location No.

	٠
Linen and	
Linen and Uniform Rental Services	
Il Services	

# SERVICE AGREEMENT SCHEDULE A

why why		Dulo	Billing % Quant	Item Description/Color Invt.	Size Item Des	Name	Code	INU.	110.
	Frequency	Invoice	Invt. Min.	Total		WEATER		No	Z
						Wanna		Item	Line
	Page 1 of 1			Contract Expiration Date:					
on:	Sales Person			1			008	Tax Exempt # 82-6001390	Tax Ex
5				Contract Class: 33		Close:	Time Close:	pen.	This open.
P.	Sales Code			CUD or Charge: Charge	uy charge.	on moode			Time
	PO #			mousile.	ary Chargo.	Special Delivery Charges	0.00	Delivery Minimum: \$30.00	Deliver
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Other

Grade: New[] A[] B[]

KETCHUM, ID, 83340         DATE:         DATE:
200 10th St TITLE: (AUTHORIZED SIGNATURE) (AUTHORIZED REPRESENTATIVE)
CUSTUMER'S ACCEPTANCE:  SUPPLIER'S ACCEPTANCE:
15. Enforcement of Agreement. In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the counter in which it might be required to pay, it will pay Supplier's costs of enforcing.
supplier of services or goods covered by this Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another 13. Binding Effect
and/or goods furnished by Supplier hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to correct such claimed correction. Failure to give such notice to finadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier by certified mail, return receipt requested, specifying the precise nature of faith, not set of the inadequate of the inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.
area, this Agreement shall remain in full force and effect despite a change in the location. In the event Customer's new location is writen notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is writhin Supplier's route delivery with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.
returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8. 10. Change of Customer's Location Customer's Location Customer's Customer's Application 8.
omer's breach or prem or premature terminat age weekly charge for on Termination.
said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using lost, destroyed, stolen or non-returned goods, Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon <b>8. Liquidated Damages</b> . Customer acknowledges that either Customer's regular business hours.
other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials, and that the goods are not flame retardant or treated to resist acids or hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.
<ol> <li>A synch and Creat. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month within 30 days of the due date. A FINANCE CHARGE of 1½% per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made</li> <li>Representation and Indemnity. Customer acknowledges that could account the supply merchandise under this Agreement on a cash-on-delivery basis only.</li> </ol>
notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increase prices ov the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall shall notify Customer of the Additional Price Increase as provided above. Customer shall have the foregoing, if Supplier increases prices more frequently than annually or by more than 5% or the CPI as provided above ("Additional Price Increases"). Supplier shall have the option of terminating this Agreement and Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier 5 to restore the addition of the foregoing of the Additional Price Increase. In such event, Supplier for the foregoing of the Additional Price Increase. In such event, Supplier for the foregoing of the foregoing of the Additional Price Increase. In such event, Supplier foregoing for the foregoing of the foregoing of the Additional Price Increase. In such event, Supplier foregoing for the foregoing for the foregoing for the foregoing of the foregoing foregoing foregoing foregoing foregoing for the foregoing for the foregoing foregoing foregoing foregoing foregoing foregoing for the foregoing for the foregoing foregoing foregoing for the foregoing foregoing foregoing foregoing for the foregoing foregoing for the foregoing foregoing foregoing foregoing foregoing foregoing foregoing foregoing for the foregoing for going foregoing for the foregoing for going foregoing for going
other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at <i>www.Alsco.com</i> . All charges are based on 52 weeks per year whether or not service is actually used. The description of the charges shown on Schedule A and Alsco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alsco.
<ol> <li>Charges. In consideration for the exprised main and loode power to the exprised on the end of the term then in effect.</li> <li>Charges. In consideration for the exprised main taised of the exprised on the exprised on the term then in effect.</li> </ol>
The parties hereby agree as follows:
Location No. 005831
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Note: Revenue from all charges is used to offset costs and provide general revenue to Alsco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an Special Charges item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment. **Excess Trash:** 

This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments. Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance

charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar

Invoice Copy: Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon

There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database. The press charge is for atypical requests to press garments

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

Location No. 00583

Linen and U	
Linen and Uniform Rental Services	ñ
Services	9

## SERVICE AGREEMENT SCHEDULE A

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said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer and shall be responsible for all goods, which are lost, destroyed, stolen or not returned as required herein, and with respect to such Customer's premises to remove or take inventory of its goods and time during Customer's regular business hours.	said goods terminates en lost, destroyed, stolen or Customer's premises to r
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5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 11% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.	5. Payment and Credit. in which delivery is mac within 30 days of the du
notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall shall notify Customer of the Additional Price Increase as provided above. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.	notify Customer of the shall notify Customer of shall have the option of
forth on Schedule A attached hereto an www. <i>Alsco.com</i> . All charges are based ges on our invoices is used to offset cos	<ul> <li>Charges, In consider other charges that may a Alsco pay various fluct</li> <li>Price Adjustments.</li> </ul>
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TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT	
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Note: Revenue from all charges is used to offset costs and provide general revenue to Alsco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an Special Charges item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment Excess Trash:

This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar

Invoice Copy:

There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

**Press Charge:** Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's

Replacement Charge (Replace Chg): discontinues service before the end of the contract This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

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## SERVICE AGREEMENT SCHEDULE A

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TITLE: (AUTHORIZED REPRESENTATIVE)	110 A River Ranch
BY: BY:	Actionum waste Water
SUPPLIER'S ACCEPTANCE:	Votaling W
conservence of Agreement. In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located.	defending and/or protecting its right CUSTOMER'S ACCEPTANCE:
to be invalid, the remaining terms and conditions hercof shall remain in full force and effect	14. Severability. If any provisi 15. Enforcement of Account
12. Dinting Effect. This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume	in writing this Agreement and the
goods covered by this Agreement.	supplier of services or goods covered by this Agreement.
and/or goods furnished by Supplier bereunder, Customer shall give written notices under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in the quality of the service deficiencies. In the event Customer is, in good faith, not satisfied with Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier base for days after its receipt of such written notice to correct such claimed deficiencies. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.	and/or goods furnished by Supplic deficiencies. In the event Custom correction. Failure to give such ne Customer may terminate this Agre 12. Other Contracts. Customere
area, this Agreement shall remain in full force and effect despite a change in Ouscomer's location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply. II. Undertaking and Onality II. Undertaking and Onality II. Undertaking and Onality II. Content of the section of the sect	arca, this Agreement shall remain with purchase of goods shall apply 11. Undertaking and Onality
returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.	returned or goods returned in a condi 10. Change of Customer's Location.
sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that the value of such goods is depreciating with time, the damages which Supplier may event of any other breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. Upon termination of this Agreement with a without one of the preceding such failure to pay, breach or premature termination. Upon termination of this Agreement with a without one of the preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.	sustain as a result of Customer's breach or event of any other breach or premature terr percent (50%) of the average weekly charg 9. Payment of Goods Upon Termination.
said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using lost, destroyed, stolen or non-returned goods, Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon 8. Liquidated Damages. Customer acknowledges that find Supplier has the right to enter upon	said goods terminates employmen lost, destroyed, stolen or non-retu Customer's premises to remove or 8. Liquidated Damages. Custo
other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials, and that the goods are not flame retardant or treated to resist acids or hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation. 7. Title to Goods and Replacing Lost or Damaged Goods. It is understood by the vertice that the contact with the use of any goods supplied hereunder in violation of the foregoing representation.	other caustic or hazardous materials. Customer represents hold Supplier harmless from any claim, liability or judgme 7. Title to Goods and Replacing Lost or Damaged Goods.
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notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall shall notify Customer of the Additional Price Increase as provided above. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.	notify Customer of the new price shall notify Customer of the Add shall have the option of terminati
other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at <i>www.Alsco.com</i> . All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help 4. <b>Price Adjustments</b> . On the first anniversary date and annually thereafter. Customer agrees the Customer agrees to use for the charges is used to offset costs and to provide general revenue to Alsco.	other charges that may be applicate Alsco pay various fluctuating cos 4. Price Adjustments. On the fi
<ol> <li>Scope of Agreement. During the term of this Agreement, Alsco (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods that require replacement during the term of this Agreement shall remain in full force and effect for a period of set months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive of month periods thereafter unless either party shall give to the other</li> <li>Charges. In consideration for the services and coorder provided the term then in effect.</li> </ol>	<ol> <li>Scope of Agreement. During goods supplied hereunder shall b</li> <li>Term. This Agreement shall r party written notice of termination</li> <li>Charges. In consideration for</li> </ol>
TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT	The parties hereby agree as follows:
8	Linen and Uniform Rental Services

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Note\* Revenue from all charges is used to offset costs and provide general revenue to Alsco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an Special Charge: item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

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C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

**Excess Trash:** Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment

This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

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Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database Press Charge:

The press charge is for atypical requests to press garments

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement

Replacement Charge (Replace Chg): discontinues service before the end of the contract This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

Location No. 005292

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15. Enforcement of Agreement. In the event Supplier is required to envalid, the remaining terms and conditions hereof shall remain in full force and effect. 15. Enforcement of Agreement. In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located. CUSTOMER'S ACCEPTANCE.	15. 1 defe
in writing this Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder.	in w
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9. Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges which Supplier may event of any other breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties therefore agree that this formula is reasonable.	sust ever perc 9. P
said goods terminates employment with Customer or at such time as this Agreement and shall goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using lost, destroyed, stolen or non-returned goods, Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon <b>S Limitated Provide</b> .	saic lost Cus
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5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 1½% per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.	6 mit
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forth on Schedule A attached hereto an www.Alsco.com. All charges are based ges on our invoices is used to offset cost	oth Als
<ol> <li>Scope of Agreement. During the term of this Agreement, Alsco (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods that require replacement during the term of this Agreement shall be regularly cleaned and maintained by the Supplier. Any goods that require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.</li> <li>Term. This Agreement shall remain in full force and effect for a period of for months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive for month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.</li> </ol>	1.: goo 2.7 par
TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT	Th
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Note: Revenue from all charges is used to offset costs and provide general revenue to Alsco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week

Special Charges Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

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C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): discontinues service before the end of the contract This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop

Service Charge The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.

66

005109

Location No.



# SERVICE AGREEMENT SCHEDULE A

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Phone:	Phone: 208-726-7805		Fax:			Phone: 208-806-7023	123	Fax.	202-206	7017	opecial Dilling	unug:		
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Grade: New[] A[] B[]

Customer's Initials



City of Ketchum

August 19, 219

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation to Approve Purchase Order 20386 With Aqua-Aerobics Systems, Inc. for Filter Cloth Media

#### **Recommendation and Summary**

Staff is recommending the council approve Purchase Order 20386 and adopt the following motion:

"I move to approve Purchase Order 20386 with Aqua-Aerobics Systems, Inc. for the purchase of Filter Cloth Media to be used at the wastewater treatment plant in the approximate amount of \$16,050.00.

The reasons for the recommendation are as follows:

- Routine maintenance of the AquaDisk Cloth Media Filters at the wastewater treatment plant requires periodic replacement of the filter cloth media.
- The media in one of the filters is not performing to standards and needs to be replaced.

#### Introduction and History

Cloth media filters were added to Ketchum's wastewater treatment process in 2006 in order to meet removal limits established by DEQ and EPA in the city's reuse and discharge permits. The primary purpose of the filters is to remove solids which interfere with UV disinfection. A secondary benefit is additional phosphorous removal accomplished during filtration. The cloth filter media has a lifespan of approximately three to five years. The media we will be replacing is at the end of its usefulness and is allowing higher than normal amounts of solids to pass into the UV disinfection system.

#### Financial Impact

This is a budgeted expense with funds coming from the Repair and Maintenance line item of Wastewater Expenditures.

Attachments:

Purchase Order 20386 Aqua-Aerobics Proposal #54177



**City of Ketchum** City Hall

### **Purchase Order**

Number: 20386 Date: 8/8/2019

#### Vendor: Aqua-Aerobics Systems, Inc. 6306 N. Alpine Rd Loves Park, IL 61111-7655

Quote Ref: Proposal #54177

Quantity	ltem # / SKU	Description	Item Cost	Total Cost
60	2609819	OptiFiberPA2-13 Filter Cloth	259.00	15,540.00
60	2506752	Centertube port sealing gasket	1.60	96.00
		Subtotal		15,636.00
		Freight – Prepay and add		
			Total	

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

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

Please Ship Above Listed Items to:

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

Billing Address:

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

Order Submitted By:

Neil Bradshaw, Mayor



AQUA-AEROBIC SYSTEMS, INC.

#### Aftermarket Proposal # 54177

#### **TO:** City of Ketchum

ATN: Mick Mummert

PROJECT: KETCHUM WWTP, ID (SUN VALLEY) Ketchum, ID USA-MUN PROPOSAL DATE: August 8, 2019

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
	We are pleased to quote, for acceptance within 60 days of this below. Shipment of equipment will be completed after receipt terms and conditions, subject to credit approval. *Note: Availab vary at the time of order.	of purchase order with mutual	ly acceptable
	***Lead Time: 1-2 * Business Days		
60	FILTER CLOTH SOCK-PILE OptiFiberPA2-13(r) nylon type Not recommended for chlorine use Part number 2609819	\$259.00	\$15,540.00
60	Centertube port sealing gasket (1) needed per frame Part number 2506752	\$1.60	\$96.00

Notes:

1. Freight charges are not included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.

2. Startup supervision is not included.

3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.

4. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate. Please note Aqua-Aerobic Systems is registered to collect state sales taxes in all states except Alaska, Delaware, Massachusetts, Montana, New Hampshire, North Dakota, Oregon, Utah, Vermont, Wyoming and Washington D.C. Please note that sales tax for all other states will be added to your invoice unless we are in receipt of a valid resale/exemption certificate prior to shipment/invoicing.

5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

6. TRADEMARKS: Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk, Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber

#### Proposal Date: August 8, 2019

Pricing Summary	
Equipment and/or Accessories:	
Total Job Price	

owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

Total J

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective

Proposal # 54177 SYSTEMS, INC. PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilite, AquaMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectrOzone, SpareCare, IntelliPro, Aqua



\$15,636.00

\$15,636.00

#### Proposal Date: August 8, 2019

#### Proposal # 54177



#### TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

#### Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

#### PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

#### DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

#### SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

#### TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

#### TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

#### INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

#### SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

#### LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

#### CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

#### PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

Page 3 of 4

#### Proposal Date: August 8, 2019





#### TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company) Page 2 of 2

#### QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. onform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

#### WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHER WISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANY THING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

#### Accepted by:

Date:

By:

Offer Respectfully Submitted,

Paul Kloba

Paul Klebs. AfterMarket Sales Manader Aqua-Aerobic Systems, Inc.

6306 N. Alpine Rd. Loves Park, IL 61111-7655 p 815.654.2501 f 815.654.2508 www.aqua-aerobic.com Copyright 2019, Aqua-Aerobic Systems, Inc Printed: August 8, 2019



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

# Recommendation To Approve Agreement 20387 The North Wood River Valley Fire Service Auto Aid Agreement and Authorize Cancellation of the 2017 Agreement

### **Recommendation and Summary**

Staff is recommending the council take two actions and adopt the following motions:

- 1. I move to authorize the Mayor to provide written notice to terminate the 2017 North Wood River Valley Fire Service Auto Aid Agreement.
- 2. I move to authorize the Mayor to enter into Agreement 20387, the 2019 North Wood River Valley Fire Service Auto Aid Agreement

The reasons for the recommendation are as follows:

- With the loss of the Ketchum Rural Fire District Contract, the need exists to alter the North Valley Auto Aid Fire Service Agreement.
- Representatives from all the north valley emergency agencies have participated in preparing the revised Agreement.
- In order for the new Agreement to become effective, the prior agreement must be cancelled.

### Introduction and History

Since July 28, 1988, the City of Ketchum has had an Automatic Aid (Auto Aid) Agreement with the City of Sun Valley for structure fires in each jurisdiction. The purpose of this Auto Aid agreement is to ensure safety to the public and each jurisdictions firefighters during structure firefighting activities.

On March 31, 2015, a new Auto Aid Agreement between the City of Ketchum and the City of Sun Valley was signed which added the Ketchum Rural Fire District to the agreement and removed the ladder truck response requirement since both fire departments had their own ladder trucks. The last Agreement was approved in 2017.

### <u>Analysis</u>

As a result of the Ketchum Rural District Contract shifting to the City of Sun Valley, it is necessary to modify the existing Auto Aid Agreement because roles and responsibilities have changed between the agencies. The 2017 Agreement must be terminated so a new agreement can be approved.

The proposed Auto Aid Agreement reflects the predetermined fire apparatus response from the City of Sun Valley to structures fires in the Ketchum Fire Department's jurisdiction and the response to fires in the City of Ketchum by the City of Sun Valley Fire Department. The Agreement also identifies the level of response from both cities for fires in the Rural Fire District. Other changes address the response of paid on-call volunteers to fires in each jurisdiction.

**Financial Impact** 

There is no financial impact as a result of this Agreement

Attachments: Proposed Agreement 20387 Redlined Version of 2017 Agreement

#### North Wood River Valley

#### Fire Service Automatic Aid Agreement #20387

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20179, by and between the City of Sun Valley, a municipal corporation of the State of Idaho, the City of Ketchumm, a municipal corporation of the state of Idaho, and the Ketchum Rural Fire District, a fire protection district of the state of Idaho, located in Blaine County, Idaho (collectively "the parties").

#### WITNESSETH:

*WHEREAS*, the parties provide fire protection, rescue services, hazardous materials control and other emergency support;

*WHEREAS*, an agreement of this nature is authorized under Idaho Code Sections 50-301, 31-1430 and 67-2327 through 67-232;

*WHEREAS*, each of the parties own and maintain equipment and employ personnel who are trained to provide various levels of service in the control of fire, fire prevention, technical rescue, hazardous materials response and/or other emergency support;

*WHEREAS*, in the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party or parties to provide supplemental fire suppression, technical rescue, hazardous materials response and/or other emergency support;

*WHEREAS*, each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this agreement in the event of such an emergency; and

*WHEREAS*, the geographical boundaries of each party are located in such a manner as to enable each party to render automatic assistance to each other.

*NOW, THEREFORE*, subject to the terms of this agreement to carry out the purpose and functions described above and in consideration of the benefits to be received and the mutual covenants exchanged herein by the parties, it is hereby agreed as follows.

# ASSISTANCE AGREEMENT

The assistance to be provided for personnel or equipment from any party to any other party to this agreement, subject to the parameters outlined below, shall be considered to be immediate and automatic pursuant to the response criteria outlined in Section VIII of this agreement.

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#### **RESPONSE PROCEDURE**

When notified of an Automatic Aid situation, as described in Section VIII of this agreement, the commanding officer of the assisting agency receiving the notification shall immediately take the following actions:

- a. Determine if the assisting agency has the appropriate type of equipment and personnel available to respond to the notification.
- b. Determine what available equipment and what available personnel should be dispatched in accordance with the plan and procedures established by the parties.
- c. In the event the needed equipment and/or personnel are available, shall dispatch such equipment and/or personnel to the scene of the emergency with proper operating instructions.
- d. In the event the needed equipment and/or personnel are not available, immediately advise the requesting party of such fact.

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#### **COMMAND RESPONSIBILITY AT THE EMERGENCY SCENE**

The highest ranking representative of the jurisdiction in which the incident occurs (the "requesting agency") shall designate an incident commander at the scene to which the response is made. If there is no representative immediately available, the initial responding arriving agency shall assume command of the emergency until command responsibilities have been transferred to an authorized representative of the requesting agency. Transfer of command is recommended to be conducted through face to face conversation to assist in conveying necessary information. However, and notwithstanding the preceding sentences, the equipment and personnel provided to the requesting agency under the auspices of automatic aid shall remain under the immediate supervision of the responding agencies officer on scene, whose judgment shall prevail in the event of disagreement with the incident commander as to only those tasks assigned to that particular agency. Such disagreements will be resolved by the Incident Commander by either reassign<u>menting to</u> a mutually acceptable task, or releasing the agency from the emergency scene. If the incident commander requests a senior officer of the responding party to assume command, the incident commander shall not, by relinquishing command, be relieved of the responsibility of the operation.

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#### II

#### IV

#### LIABILITY

Each party agrees to assume responsibility for liabilities arising out of actions of its own personnel and to hold the other parties harmless therefore; provided, however, that the requesting agency shall assume liability for, and hold all other parties harmless from, all liabilities that arise out of, or are directly attributable to, command decisions made by the requesting agency.

#### V

#### **RETURN OF EQUIPMENT**

Upon completion of work, the participating parties shall locate and return any items of equipment to the party owning the equipment. All equipment and personnel used under the terms of this agreement shall be returned to the responding party upon termination of the aid, or on demand made by the responding party for return of equipment or personnel.

#### VI

#### **COMPENSATION**

Each party agrees that it will not seek compensation for services provided under this agreement from any party to this agreement. Each party shall at times be responsible to its own employees for the payment of wages and other compensation and for carrying workers compensation upon the employees, and each shall be responsible for its own equipment and shall bear the risk of loss thereof.

Nothing in this agreement shall prevent any or all of the parties from recovering the actual costs of emergency services provided by the parties to a private citizen, business or other entity, where such citizen, business or other entity is deemed to be responsible for such costs. It is generally understood that the requesting agency will be responsible for the collection of the recoverable costs of all the parties. Any funds recovered will be divided among all the parties submitting their actual costs, by multiplying the cost submitted by a percentage equal to the total funds available, divided by the total cost.

**Dual Members** are those paid-on-call volunteers that are members in good standing with the Ketchum and Sun Valley Fire Departments. Dual members who respond to fire calls on KRFD apparatus will be compensated by the City of Sun Valley. Dual members who respond to <u>EMS</u> calls in an ambulance or private vehicle will be compensated by Ketchum.

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#### VII

#### **INSURANCE**

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

#### VIII

#### PRE-DETERMINED AUTOMATIC RESPONSE CRITERIA

For the purpose of this agreement, an adequately staffed fire engine or ladder truck consists of no less than three (3) firefighters including one (1) qualified operator. An adequately staffed fire water tender or wildland engine consists of no less than two (2) firefighters including one (1) qualified operator. An adequately staffed ambulance consists of no less than two (2) EMT's.

The following automatic aid procedures shall be initiated as follows:

The **Ketchum Fire Department** agrees to initiate an automatic aid response consisting of a minimum response when available of one (1) adequately staffed fire engine and one (1) adequately staffed ambulance with trained personnel to any reported structure fire within the City of Sun Valley or Ketchum Rural Fire District. Within the automatic aid response, one (1) additional fire engine or truck shall respond if adequately staffed.two (2) additional fire engines from the Ketchum Rural Fire District shall respond if adequately staffed. If additional equipment or manpower-staffing is needed for scene operations, it may be requested by the incident commanded as a mutual-aid response.

Ketchum Fire Department, <u>Ketchum Rural Fire District</u> acknowledges and agrees that while agencies should respond as soon as available, they shall also assure <u>adequate</u> (Paramedic) EMS and fire response coverage within their own jurisdiction before committing their apparatus to an automatic-aid <u>FIRE fire</u> incident.

The **Sun Valley Fire Department** agrees to initiate an automatic aid response consisting of a minimum response when available of one (1) adequately staffed fire engine with trained personnel to any reported structure fire within the City of Ketchum<u>.</u>-or Ketchum Rural Fire District. Within the automatic aid response,-two (2) additional fire engines from the Ketchum Rural Fire District shall respond if adequately staffed.one (1) additional fire engine shall respond if adequately staffed. If additional equipment or manpower staffing is needed for scene operations, it may be requested by the incident command<u>ered</u> as a mutual-aid response.

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Sun Valley Fire <u>D</u>department<u>and Ketchum Rural Fire District</u> acknowledge and agree that while agencies should respond as soon as available, they shall also assure <u>adequate EMS and</u> fire response coverage within their own jurisdiction before committing their apparatus to an automatic-aid FIRE or EMS incident.

The **Sun Valley Fire Department** agrees to initiate an automatic aid response consisting of properly trained backcountry rescue personnel and rescue equipment <u>forto</u> a reported <u>backcountry rescue</u> for the Ketchum Fire Department <u>backcountry rescue</u>. <u>Incident</u> commander will determine the initial response destination for Sun Valley Fire Department.

For the purpose of this agreement, an adequately staffed fire engine or ladder truck consists of no less than three (3) firefighters. An adequately staffed fire water tender or wildland engine consists of no less than two (2) firefighters. An adequately staffed ambulance consists of no less than two (2) firefighter/EMT<sup>2</sup>s.

#### IX

#### **TERMINATION**

This agreement shall remain in full force and effect for five (5) years from the date hereof, unless sooner terminated, and may be renewed with the consent of all parties. Any party may terminate its participation in this agreement prior to expiration as follows:

- a. Written notice shall be served by any party hereto upon all other parties of its intention to terminate its participation in this agreement. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein. Such notice shall automatically terminate the agreement as to the party giving notice on the date set in the notice.
- b. Termination of the agreement between the parties affected by such notification shall not affect the continuation of the agreement as to any party not notifying an intention to withdraw as provided herein.
- c. Termination of the relationship referred to in this agreement by any party shall not preclude any existing or future agreements between parties.

#### Х

#### AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive between the parties. Any of the parties may, as they deem necessary or expedient, enter into separate mutual assistance or mutual aid agreements with any other party or parties. Entry into such separate agreement shall not, unless specifically stated

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therein, affect any relationship or covenant herein contained. No such separate agreement shall terminate any responsibility hereunder unless notice shall be given pursuant to Section IX of this agreement.

*IN WITNESS WHEREOF*, this agreement has been executed by the parties as of the date first above written.

Peter Hendricks, Mayor

City of Sun Valley

Nancy Flannigan, City Clerk

City of Sun Valley

City of Ketchum

Suzanne Frick, City AdministratorNeil Bradshaw, Mayor

Robin Crotty, City Clerk

City of Ketchum

Jed Gray, Chairman

Ketchum Rural Fire District

Terri Duquette, Fire Clerk

\_

Ketchum Rural Fire District

# North Wood River Valley

# Fire Service Automatic Aid Agreement #20387

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by and between the City of Sun Valley, a municipal corporation of the State of Idaho, the City of Ketchum, a municipal corporation of the state of Idaho, and the Ketchum Rural Fire District, a fire protection district of the state of Idaho, located in Blaine County, Idaho (collectively "the parties").

# WITNESSETH:

*WHEREAS*, the parties provide fire protection, rescue services, hazardous materials control and other emergency support;

*WHEREAS*, an agreement of this nature is authorized under Idaho Code Sections 50-301, 31-1430 and 67-2327 through 67-2332;

*WHEREAS*, each of the parties own and maintain equipment and employ personnel who are trained to provide various levels of service in the control of fire, fire prevention, technical rescue, hazardous materials response and/or other emergency support;

*WHEREAS*, in the event of a major fire, disaster or other emergency, each of the parties may need the assistance of another party or parties to provide supplemental fire suppression, technical rescue, hazardous materials response and/or other emergency support;

*WHEREAS*, each of the parties may have the necessary equipment and personnel to enable it to provide such services to another party to this agreement in the event of such an emergency; and

*WHEREAS*, the geographical boundaries of each party are located in such a manner as to enable each party to render automatic assistance to each other.

*NOW, THEREFORE*, subject to the terms of this agreement to carry out the purpose and functions described above and in consideration of the benefits to be received and the mutual covenants exchanged herein by the parties, it is hereby agreed as follows.

# Ι

# **ASSISTANCE AGREEMENT**

The assistance to be provided for personnel or equipment from any party to any other party to this agreement, subject to the parameters outlined below, shall be considered to be immediate and automatic pursuant to the response criteria outlined in Section VIII of this agreement.

# Π

### **RESPONSE PROCEDURE**

When notified of an Automatic Aid situation, as described in Section VIII of this agreement, the commanding officer of the assisting agency receiving the notification shall immediately take the following actions:

- a. Determine if the assisting agency has the appropriate type of equipment and personnel available to respond to the notification.
- b. Determine what available equipment and what available personnel should be dispatched in accordance with the plan and procedures established by the parties.
- c. In the event the needed equipment and/or personnel are available, shall dispatch such equipment and/or personnel to the scene of the emergency with proper operating instructions.
- d. In the event the needed equipment and/or personnel are not available, immediately advise the requesting party of such fact.

### III

### **COMMAND RESPONSIBILITY AT THE EMERGENCY SCENE**

The highest ranking representative of the jurisdiction in which the incident occurs (the "requesting agency") shall designate an incident commander at the scene to which the response is made. If there is no representative immediately available, the initial arriving agency shall assume command of the emergency until command responsibilities have been transferred to an authorized representative of the requesting agency. Transfer of command is recommended to be conducted through face to face conversation to assist in conveying necessary information. However, and notwithstanding the preceding sentences, the equipment and personnel provided to the requesting agency under the auspices of automatic aid shall remain under the immediate supervision of the responding agencies officer on scene, whose judgment shall prevail in the event of disagreement with the incident commander as to only those tasks assigned to that particular agency. Such disagreements will be resolved by the Incident Commander by either reassignment to a mutually acceptable task, or releasing the agency from the emergency scene. If the incident commander requests a senior officer of the responding party to assume command, the incident commander shall not, by relinquishing command, be relieved of the responsibility of the operation.

# IV

# **LIABILITY**

Each party agrees to assume responsibility for liabilities arising out of actions of its own personnel and to hold the other parties harmless therefore; provided, however, that the requesting agency shall assume liability for, and hold all other parties harmless from, all liabilities that arise out of, or are directly attributable to, command decisions made by the requesting agency.

### V

### **RETURN OF EQUIPMENT**

Upon completion of work, the participating parties shall locate and return any items of equipment to the party owning the equipment. All equipment and personnel used under the terms of this agreement shall be returned to the responding party upon termination of the aid, or on demand made by the responding party for return of equipment or personnel.

# VI

# **COMPENSATION**

Each party agrees that it will not seek compensation for services provided under this agreement from any party to this agreement. Each party shall be responsible to its own employees for the payment of wages and other compensation and for carrying workers compensation upon the employees, and each shall be responsible for its own equipment and shall bear the risk of loss thereof.

Nothing in this agreement shall prevent any or all of the parties from recovering the actual costs of emergency services provided by the parties to a private citizen, business or other entity, where such citizen, business or other entity is deemed to be responsible for such costs. It is generally understood that the requesting agency will be responsible for the collection of the recoverable costs of all the parties. Any funds recovered will be divided among all the parties submitting their actual costs, by multiplying the cost submitted by a percentage equal to the total funds available, divided by the total cost.

**Dual Members** are those paid-on-call volunteers that are members in good standing with the Ketchum and Sun Valley Fire Departments. Dual members who respond to fire calls on KRFD apparatus will be compensated by the City of Sun Valley. Dual members who respond to EMS calls in an ambulance or private vehicle will be compensated by Ketchum.

# VII

# **INSURANCE**

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

# VIII

# PRE-DETERMINED AUTOMATIC RESPONSE CRITERIA

For the purpose of this agreement, an adequately staffed fire engine or ladder truck consists of no less than three (3) firefighters including one (1) qualified operator. An adequately staffed fire water tender or wildland engine consists of no less than two (2) firefighters including one (1) qualified operator. An adequately staffed ambulance consists of no less than two (2) EMT's.

The following automatic aid procedures shall be initiated as follows:

The **Ketchum Fire Department** agrees to initiate an automatic aid response consisting of a minimum response when available of one (1) adequately staffed fire engine and one (1) adequately staffed ambulance with trained personnel to any reported structure fire within the City of Sun Valley or Ketchum Rural Fire District. Within the automatic aid response, one (1) additional fire engine or truck shall respond if adequately staffed. If additional equipment or staffing is needed for scene operations, it may be requested by the incident commanded as a mutual-aid response.

Ketchum Fire Department acknowledges and agrees that while agencies should respond as soon as available, they shall also assure adequate (Paramedic) EMS and fire response coverage within their own jurisdiction before committing their apparatus to an automatic-aid fire incident.

The **Sun Valley Fire Department** agrees to initiate an automatic aid response consisting of a minimum response when available of one (1) adequately staffed fire engine with trained personnel to any reported structure fire within the City of Ketchum. Within the automatic aid response, two (2) additional fire engines from the Ketchum Rural Fire District shall respond if adequately staffed. If additional equipment or staffing is needed for scene operations, it may be requested by the incident commander as a mutual-aid response.

Sun Valley Fire Department and Ketchum Rural Fire District acknowledge and agree that while agencies should respond as soon as available, they shall also assure adequate fire

response coverage within their own jurisdiction before committing their apparatus to an automatic-aid incident.

The **Sun Valley Fire Department** agrees to initiate an automatic aid response consisting of properly trained backcountry rescue personnel and rescue equipment for a reported Ketchum Fire Department backcountry rescue. Incident commander will determine the initial response destination for Sun Valley Fire Department.

# IX

# **TERMINATION**

This agreement shall remain in full force and effect for five (5) years from the date hereof, unless sooner terminated, and may be renewed with the consent of all parties. Any party may terminate its participation in this agreement prior to expiration as follows:

- a. Written notice shall be served by any party hereto upon all other parties of its intention to terminate its participation in this agreement. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein. Such notice shall automatically terminate the agreement as to the party giving notice on the date set in the notice.
- b. Termination of the agreement between the parties affected by such notification shall not affect the continuation of the agreement as to any party not notifying an intention to withdraw as provided herein.
- c. Termination of the relationship referred to in this agreement by any party shall not preclude any existing or future agreements between parties.

# Х

# AGREEMENT NOT EXCLUSIVE

This agreement is not intended to be exclusive between the parties. Any of the parties may, as they deem necessary or expedient, enter into separate mutual assistance or mutual aid agreements with any other party or parties. Entry into such separate agreement shall not, unless specifically stated therein, affect any relationship or covenant herein contained. No such separate agreement shall terminate any responsibility hereunder unless notice shall be given pursuant to Section IX of this agreement.

*IN WITNESS WHEREOF*, this agreement has been executed by the parties as of the date first above written.

Peter Hendricks, Mayor

City of Sun Valley

Nancy Flannigan, City Clerk

City of Sun Valley

Neil Bradshaw, Mayor

City of Ketchum

**Robin Crotty, City Clerk** 

City of Ketchum

Jed Gray, Chairman

**Ketchum Rural Fire District** 



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Authorize the Mayor to Execute a Joint Powers Agreement 20388 with the City of Sun Valley, City of Hailey, City of Bellevue, and Blaine County to Provide Multimodal Public Transportation Services in Blaine County Through the Mountain Rides Transportation Authority.

### **Recommendation and Summary**

Staff is recommending the council approve JPA 20388 and adopt the following motion:

<mark>I move to authorize the Mayor to enter into JPA 20388 to provide multimodal public transportation in Blaine County.</mark>

The reasons for the recommendation are as follows:

- The present JPA expires on September 30, 2019
- A JPA between multiple jurisdictions has been in effect since October 2007
- No changes are proposed to the JPA

### Introduction and History

In October of 2007 the City of Ketchum entered into a Joint Powers Agreement with the City of Sun Valley, the City of Hailey, the City of Bellevue, the City of Carey, and Blaine County to maintain an Authority Board to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of said cities and county, and outside of Blaine County to counties with commuters traveling to Blaine County. In September 2011 the Agreement was extended until October 7, 2015. In October 2015, the Agreement was extended until September 30, 2019.

### <u>Analysis</u>

The current Joint Powers Agreement will expire on September 30, 2019 unless a new Agreement is approved. This report presents an extension of the current Agreement for a four-year term until September 30, 2023.

### Financial Impact

The Joint Powers Agreement states the authority shall annually adopt a budget. The City of Ketchum will enter into a separate contract for services with prior to October 1, 2019 to fund Mountain Rides services.

Attachments: Proposed JPA Extension 20368

# Extension of Agreement of Mountain Rides Transportation Authority to Provide Multimodal Public Transportation Services in Blaine County

WHEREAS, on October 8, 2007, the undersigned governmental entities agreed to and caused to be recorded with the Blaine County Recorder that certain agreement known as the Amended Agreement of the Ketchum-Sun Valley Public Transit Authority to Provide Multimodal Public Transportation Services in Blaine County ("Joint Powers Agreement") on November 1, 2007, as Instrument No. 552903 in Blaine County, Idaho;

**WHEREAS**, on October 8, 2007, the "Ketchum-Sun Valley Public Transit Authority" was renamed the "Mountain Rides Transportation Authority";

**WHEREAS**, on September 28, 2011 the parties extended the Joint Powers Agreement until October 7, 2015, and on October 1, 2015, extended the Joint Powers Agreement until September 30, 2019; and

**WHEREAS**, the undersigned governmental agencies desire to extend the Joint Powers Agreement as set forth below.

**NOW THEREFORE**, the undersigned governmental agencies agree as follows:

1. The Joint Powers Agreement, currently set to expire September 30, 2019, attached hereto as Exhibit 1 and incorporated by reference, is hereby extended for four (4) years, until September 30, 2023.

2. Except as so changed herein, all provisions of the Joint Powers Agreement as amended from time to time shall remain in full force and effect.

City of Sun Valley

(seal)

Ву:	Attest:
Mayor Date:	City Clerk
City of Ketchum	(seal)
By: Mayor Date:	City Clerk
City of Hailey	(seal)
By:	Attest: City Clerk
Mayor Date:	-
City of Bellevue	(seal)
Ву:	Attest:
Mayor Date:	City Clerk

# **Blaine County Commissioners**

Ву:\_\_\_\_\_ Commissioner Date: \_\_\_\_\_

Ву:	
Commissioner	
Date:	(sea

Ву:	
Commissioner	
Date:	

Attest:

County Clerk

# Exhibit 1

# AGREEMENT OF MOUNTAIN RIDES TRANSPORTATIONAUTHORITY TO PROVIDE MULTIMODAL PUBLIC TRANSPORTATION SERVICES IN BLAINE COUNTY

This Agreement ("Agreement"), made and entered into on <u>October 1, 2015</u>, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), the CITY OF BELLEVUE, a charter city ("Bellevue"), and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties";

# WITNESSETH:

WHEREAS, on June 5, 1989 the Cities of Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority ("Authority") and have since that commencing date jointly funded and operated a public transportation system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transportation service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River Rideshare, a 501c3 non profit corporation; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement of June 5, 1989 to (1) ensure the June 5, 1989 Agreement remained in full force and effect, (2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation Authority or similar agency; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, on January 31, 2006, Ketchum, Sun Valley, Bellevue and Blaine County entered into an agreement (known as the "Amended Agreement of the Ketchum-Sun Valley Public Transit Authority") to operate the KART services in Ketchum and Sun Valley and the Highway 75 services from Bellevue to Ketchum; and

WHEREAS, in May 2006, the Ketchum-Sun Valley Public Transit Authority became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley, Bellevue and Blaine County for fiscal year 2006-07; and

WHEREAS, on February 21, 2007, the Authority adopted a Vision, Mission and Goals Statement to reflect its broader role as the primary multimodal public transportation agency within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County. This statement may be periodically updated; and

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Instrument # 629888 HAILEY, BLAINE, IDAHO 9-29-2015 01:59:24 PM No. of Pages: 8 Recorded for : BLAINE COUNTY COMMISSIONERS JOLYNN DRAGE Fee: 0.00 Ex-Officio Recorder Deputy Index to: COMMISSIONER AGREEMENTS

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WHEREAS, in August 2007, Wood River Rideshare merged with KART allowing the Authority to expand its services to all of those operated by Wood River Rideshare, to include vans, carpools, bicycles, walking, transportation information, counseling and advice and other multimodal public transportation services operating within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, the Parties have adopted comprehensive plans, transportation plans and/or governing policies identifying the goals, policies and/or action items to support county-wide transportation planning which includes multimodal public transportation services to meet the resident, visitor and commuter needs through regional transportation planning; and

WHEREAS, on September 28, 2011 the parties extended the Joint Powers Agreement until October 7, 2015; and

WHEREAS, the public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for efficient and responsive multimodal public transportation services which are easily identifiable, are coordinated in a manner to encourage the ease of ridership with incentives such as a variety of high quality services, park and ride lots, and high occupancy vehicle lanes, in order to reduce the congestion, costs and pollution caused in part, by individual vehicular trips within Blaine County; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure multimodal public transportation systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to maintain an Authority to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of Sun Valley, Ketchum, Hailey, Bellevue, and Carey and within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transportation services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services historically provided by KART for the residents and visitors of Ketchum and Sun Valley and the services to Wood River Valley that were provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

# 1. Corporate Name.

Authority shall be renamed the "Mountain Rides Transportation Authority" which replaces the previous name: "Ketchum-Sun Valley Public Transit Authority" (or "KART").

# 2. Transportation Authority Membership.

The governing Board of Directors of the Authority (the "Board") shall be configured as defined below:

- A. Subject to sub-paragraph E below, two (2) members from the City of Ketchum and two (2) members from the City of Sun Valley shall be appointed by the Mayors of Ketchum and Sun Valley with the concurrence of the City Council of each city.
- B. Subject to sub-paragraph E below, one (1) member each to be appointed by the Mayors of Hailey, and Bellevue with the concurrence of the City Council of each such City. The Board may also include one (1) member to be appointed by the Mayor of Carey as determined by the Board.
- C. Subject to sub-paragraph E below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- D. One "Member-at-Large." The Authority will solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multi-modal transportation to fill this position, and such selection shall be made by the Board.
- E. Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.
- F. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved.
- G. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Authority has employed or contracted with to provide equipment or services shall be subject to the Authority's Conflict of Interest Policy as it may be amended from time to time.

# 3. Term of Office.

The term of office for each member of the governing Board of the Authority shall be for three (3) years. The current terms are set to expire as follows:

- a. Ketchum seat #1 Oct 2017
- b. Ketchum seat #2 Oct 2016
- c. Sun Valley seat #1 Oct 2017
- d. Sun Valley seat #2 Oct 2016
- e. Hailey Oct 2015
- f. Bellevue Oct 2017
- b) Blaine County Oct 2015
- c) At large October 2016

Subsequent appointments shall be for three (3) years and a Board member shall hold a seat on the Board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms, shall be filled for the remainder of the term by the Party that appointed the Board member.

# 4. Organization.

The Authority shall be governed by the Mountain Rides Transportation Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

# 5. Purposes and Powers.

The purpose of the Authority is to establish, implement, maintain, fund and operate a comprehensive multimodal public transportation system by motor buses, fixed guideway systems, van and car pools, bicycles, amenities for walking or other appropriate means, including transportation counseling and advice for scheduled or unscheduled and charter services within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County for the benefit of commuters and the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a multimodal public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;
- C. To fund operational and maintenance costs of operating a comprehensive multimodal public transportation system;
- D. To contract with public or private agencies, companies or entities for the provision of multimodal public transportation services or for expansion of multimodal public transportation services in the Authority's service area;
- E. To undertake or contract for studies relating to the multimodal public transportation needs of the Parties and the methods by which said needs can best be served;

F. To participate in, contribute to and support the regional transportation plans, as from time to time may be proposed, adopted and amended.

# 6. Manner of Financing.

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive multimodal public transportation system. During each fiscal year, the Parties shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing Board. It is anticipated that each Party hereto may have a contract for services with the Authority that provides for a funding arrangement between each Party and the Authority. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

- A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue, as a base, the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for KART and the PEAK Bus. Further, it is anticipated that the County will continue its financial support for the multimodal public transportation services operated by the Authority in and beyond the County.
- B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other Party and shall be calculated for division of property upon termination of the Authority under Paragraph 8 herein below, if such contribution(s) were for capital acquisitions.
- C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a multimodal public transportation system, or for paying costs associated with a contract whereby multimodal public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

# 7. Duration.

The duration of the Authority created by this Agreement shall be October 1, 2015 through September 30, 2019, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon six (6) month's written notice. Such notice shall be effective upon the next October 1 which follows the expiration of the six (6) months' notice. For example, an entity would have to give notice no later than April 1 if it did not want to be a party to the Joint Powers Agreement the next fiscal year. Upon withdrawal of a party the Board seats

appointed by such withdrawing party shall be terminated. Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

# 8. Dissolution of the Authority.

Subject to section 7 above, the Authority may be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

# 9. Mediation and Arbitration.

Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator. In the event that the parties are unable to resolve their disagreements through mediation, the parties agree to arbitrate the matter pursuant to the rules of and with the American Arbitration Association, or another mutually acceptable arbitrator.

# 10. Execution and Effect.

Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003, and the "Agreement by Ketchum, Sun Valley, Bellevue and Blaine County", and the "Amended Agreement of the Ketchum-Sun Valley Transit Authority" dated January 31, 2006, and the "Extension of Amended Agreement of the Ketchum-Sun Valley Public Transit Authority (Renamed in 2007 to to "Mountain Rides Transportation Authority") to Provide Multimodal Public Transportation Services in Blaine County", recorded with the Blaine County Recorder on September 28, 2011, shall be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

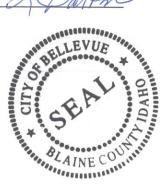
# 11. Amendment.

This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the Chair of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this 1, 11, 16, 23, 21 day of <u>SEPTEMBER</u>, 2015.

APPERSONNER FOR THE PARTY OF TH CITY OF KETCHUM OF BLAL By: \_\_\_\_ Mayor Date: 9.11.15 0 ATTEST: City Clerk CITY OF SUN VALLEY By: Mayor Date: \_9 ATTES LE City Clerk CITY OF HAILEY By: ALL A BURGARDARA Mayor Date: ATTEST: Ne City Clerk CITY OF BEL LEVUE By Mayor 9/21/15 Date:

ATTEST: <u>Arathy Bartm</u> City Clerk



BLAINE COUNTY COMMISSIONERS By: Jane March March

By: Date: 9

Abse By: Date: Date: COUNTY COMME COUNTY COMME BLAINE COUNTY IDAHO SEAL SEAL ATTEST all OoLynn Drage Blaine County Clerk



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

## Recommendation to Hold Public Hearing and Adopt Ordinance No. 1199 The FY 19-20 Annual Appropriations Ordinance

### Recommendation and Summary

Staff respectfully recommends that the Ketchum City Council conduct the third and final reading of the Annual Appropriation Ordinance No. 1199, and read by title only (the Council may wish to modify the motion if the ordinance is changed, as noted below):

"I MOVE TO APPROVE THE THIRD READING, BY TITLE ONLY, OF ORDINANCE NO. 1199 **[INCLUDING THE PRESENTED REVISION]**, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE."

The reasons for the recommendation are as follows:

• State statute establishes requirements for approving a budget.

### Introduction and History

Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance.

On July 15, 2019, the Council adopted Resolution No. 19-016 approving the proposed budget for Fiscal Year Beginning October 1, 2019, and ending September 30, 2020, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City. The Council subsequently conducted the first reading of Ordinance 1199 by title only. During the August 5, 2019, meeting, the Council conducted the second reading.

### <u>Analysis</u>

Since the first reading of the ordinance, the City has been advised by the Blaine County Sheriff that the contract level is able to be reduced by \$24,812 to \$1,503,560 for FY 20 as a result of lower than anticipated benefit costs. In response to Council deliberations during the August 5 meeting, included is a proposed modification to the budget to utilize the budget savings from the Sheriff contract and also to address Council

discussion. The proposal, including revised pages for the budget book, is detailed in Attachment C and summarized below. As shown, the proposed modifications would result in a net decrease of \$14,700 in the City budget, resulting in a \$24,938,948 budget for FY 20:

General Fund (no net change) Decrease BCSO Contract Increase Contracts for Service (Fund KSAC Sustainability Consultant)	( \$24,812 ) \$ 15,000
Increase Contingency	\$ 9,812
LOT Fund (no net change) Decrease Transfer to Wagon Days (Defund concert) Decrease Events (Defund dog event) Increase Mountain Rides (Maintain summer late-night Blue Route)	( \$14,700 ) ( \$10,000 ) \$ 24,700
Wagon Days Fund (net decrease of \$14,700) Decrease Concert Funding (Defund concert)	(\$14,700)

### Financial Impact

The Fiscal Year 2019-20 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year. The currently adopted proposed budget appropriates a total of \$24,953,648 including \$10,626,271 in the General Fund. Adopting the proposal of modifications would appropriate a total of \$24,938,948 including \$10,626,271 in the General Fund.

#### <u>Attachments</u>

- Attachment A: Ordinance 1199 (Original)
- Attachment B: Ordinance 1199 (Revised Redline and Clean)
- Attachment C: Proposed Modifications to Budget Proposal

### **ORDINANCE NO. 1199**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho.

<u>SECTION 1</u>: That the sum of \$24,953,648 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2019.

<u>SECTION 2</u>: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

<u>SECTION 3:</u> That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund	10,626,271
--------------------	------------

<u>SECTION 4</u>: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund	2,379,926
Water Capital Improvement Fund	440,000
Wastewater Fund	2,593,149
Wastewater Capital Improvement Fund	235,000
Total Water and Wastewater Funds	5,648,075

<u>SECTION 5</u>: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

General Capital Improvement Fund	649,663
Essential Services Facilities Trust Fund	128,800

Wagon Days Fund Street Capital Improvement Fund	142,825 262,600
Law Enforcement Capital Improvement Fund	202,000
Fire & Rescue Capital Improvement Fund	76,768
Parks & Recreation Capital Improvement Fund	0
Parks & Recreation Trust Fund	49,700
Original LOT Fund	2,567,247
Additional 1%-LOT Fund	2,221,861
GO Bond Debt Service Fund	149,836
Community Housing In-Lieu Fund	2,275,000
Police Trust Fund	5,000
Fire Trust Fund	0
Development Trust Fund	150,000
Total Other Funds	8,679,301

<u>SECTION 6</u>: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2019.

<u>SECTION 7</u>: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

<u>SECTION 8</u>: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 19<sup>th</sup> day of August 2019.

ATTEST:

Neil Bradshaw Mayor

Robin Crotty City Clerk

Publish: Idaho Mountain Express August 28, 2019

Ordinance No. 1199 Page 2

#### ORDINANCE NO. 1199

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

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General Capital Improvement Fund	649,663
Essential Services Facilities Trust Fund	128,800

Wagon Days Fund	<del>142,825</del> <u>128,125</u>
Street Capital Improvement Fund	262,600
Law Enforcement Capital Improvement Fund	1
Fire & Rescue Capital Improvement Fund	76,768
Parks & Recreation Capital Improvement Fund	0
Parks & Recreation Trust Fund	49,700
Original LOT Fund	2,567,247
Additional 1%-LOT Fund	2,221,861
GO Bond Debt Service Fund	149,836
Community Housing In-Lieu Fund	2,275,000
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**Total Other Funds** 

8,679,3018,664,601

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ATTEST:

Neil Bradshaw Mayor

Robin Crotty City Clerk

Publish: Idaho Mountain Express August 28, 2019

Ordinance No. 1199 Page 2

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Development Trust Fund	150,000
Total Other Funds	9 664 601
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PASSED by the City Council and APPROVED by the Mayor of Ketchum this 19<sup>th</sup> day of August 2019.

ATTEST:

Neil Bradshaw Mayor

Robin Crotty City Clerk

Publish: Idaho Mountain Express August 28, 2019

Ordinance No. 1199 Page 2 Revised Pages for Table of Contents Tab

#### BUDGET SUMMARY (BY FUNDS) CITY OF KETCHUM ADOPTED BUDGET FISCAL YEAR 2019-2020

RESOURCES					FIGC	AL TEAR 2019-2	020	REQUIREM	IENTS				
Fund	Beginning Balance	Revenue	Transfers	TOTAL	Personal Services	Materials & Services	Capital Outlay	Transfers	Debt Service	Conting.	TOTAL APPROP. BUDGET	Unapprop.	TOTAL APPROP. & UNAPPROP
General	1,824,192	8,596,176	2,030,096	12,450,464	6,264,027	4,044,407	3,000	275,025	0	39,812	10,626,271	1,824,192	12,450,464
Dev Trust	38,220	150,000	0	188,220	0	150,000	0	0	0	0	150,000	38,220	188,220
Fire/Res Cap	249,809	7,200	90,518	347,527	0	0	76,768	0	0	0	76,768	270,759	347,527
Law Enf Cap	18,025	300	0	18,325	0	1	0	0	0	0	1	18,324	18,325
Police Trust	97,154	1,500	0	98,654	0	5,000	0	0	0	0	5,000	93,654	98,654
Parks Cap	12,385	275	0	12,660	0	0	0	0	0	0	0	12,660	12,660
Parks Trust	158,951	52,050	0	211,001	0	27,500	22,200	0	0	0	49,700	161,301	211,001
Street Cap	398,936	18,400	0	417,336	0	30,000	232,600	0	0	0	262,600	154,736	417,336
Water	496,469	2,182,561	200,000	2,879,030	666,939	682,520	0	692,427	308,039	30,000	2,379,926	499,104	2,879,030
Water Cap	106,212	1,350	415,000	522,562	0	10,000	430,000	0	0	0	440,000	82,562	522,562
Wastewater	1,044,329	2,950,068	0	3,994,397	742,507	659,723	0	878,669	262,250	50,000	2,593,149	1,401,248	3,994,397
WW Cap	1,491,639	0	400,000	1,891,639	0	0	235,000	0	0	0	235,000	1,656,639	1,891,639
General CIP	898,133	285,200	100,849	1,284,182	0	48,956	600,707	0	0	0	649,663	634,519	1,284,182
ESF Trust	90,499	0	237,250	327,749	0	78,800	50,000	0	0	0	128,800	198,949	327,749
In-Lieu	2,467,519	36,000	0	2,503,519	0	75,000	2,200,000	0	0	0	2,275,000	228,519	2,503,519
G. O. Debt	1,946	0	149,836	151,782	0	500	0	0	149,336	0	149,836	1,946	151,782
Original LOT	47,866	2,501,000	66,247	2,615,113	0	1,250,547	0	1,307,700	0	9,000	2,567,247	47,866	2,615,113
Add 1%-LOT	322,316	2,221,861	0	2,544,177	0	2,155,614	0	66,247	0	0	2,221,861	322,316	2,544,177
Wagon Days	9,731	10,575	117,550	137,856	6,200	121,925	0	0	0	0	128,125	9,731	137,856
TOTAL % of TOTAL	<b>9,774,330</b> 30.0%	19,014,516 58.3%	3,807,346 11.7%	32,596,192 100.0%	7,679,674 23.6%	9,340,493 28.7%	3,850,275 11.8%	3,220,069 9.9%	719,625 2.2%	128,812 0.4%	24,938,948	7,657,244 23.5%	32,596,192 100.0%

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Revised Pages for Tab 6

#### CITY OF KETCHUM BUDGET EXPENDITURES

#### GENERAL FUND

		ACTUAL 2017-2018	BUDGET 2018-2019	BUDGET 2019-2020	PCNT CHANG
	POLICE				
	PERSONAL SERVICES:				
01-4210-1000	SALARIES	69,789	88,580	91,237	3.0
01-4210-1900	OVERTIME	7,974	15,000	8,000	( 46.7)
01-4210-2100	FICA TAXES-CITY	5,752	8,117	8,689	7.1
01-4210-2200	STATE RETIREMENT-CITY	8,803	10,243	13,561	32.4
01-4210-2400	WORKMEN'S COMPENSATION-CITY	1,734	2,809	2,889	2.9
01-4210-2500	HEALTH INSURANCE-CITY	37,802	52,974	55,793	5.3
01-4210-2505	HEALTH REIMBURSEMENT ACCT(HRA)	1,753	1,638	1,638	.0
01-4210-2510	DENTAL INSURANCE-CITY	1,145	1,800	2,688	49.3
01-4210-2515	VISION REIMBURSEMENT ACCT(HRA)	913	385	385	.0
01-4210-2600	LONG TERM DISABILITY	311	398	500	25.6
01-4210-2800	STATE UNEMPLOYMENT INSURANCE	0	420	420	.0
	TOTAL PERSONAL SERVICES	135,977	182,364	185,801	1.9
	MATERIALS AND SERVICES:				
01-4210-3100	<b>OFFICE SUPPLIES &amp; POSTAGE</b>	3,681	1,600	1,600	.0
01-4210-3200	OPERATING SUPPLIES	3,438	100	2,000	1,900.0
01-4210-3600	COMPUTER SOFTWARE	4,843	0	1,200	.0
01-4210-3610	PARKING OPS PROCESSING FEES	2,774	2,100	3,000	42.9
01-4210-3620	PARKING OPS EQUIPMENT FEES	5,512	4,500	4,500	.0
01-4210-4200	PROFESSIONAL SERVICES	756	1,000	4,000	300.0
01-4210-4250	PROF.SERVICES-BCSO CONTRACT	1,471,836	1,497,142	1,503,560	.4
01-4210-4900	PERSONNEL TRAINING/TRAVEL/MTG	186	0	0	.0
01-4210-6000	REPAIR & MAINTAUTOMOTIVE EQU	9,182	0	0	.0
	TOTAL MATERIAL AND SERVICES	1,502,208	1,506,442	1,519,860	.9
	TOTAL POLICE	1,638,185	1,688,806	1,705,661	1.0

Reduced by \$24,812 per BCSO. (Funds moved to Non-Departmental)

# Materials and Services Detail FY 19/20

Dept: Law Enforcement



	Description					FY 18/19 Budget	FY 19/20 Budget
Professional Serv	ices			\$	1,474,236	\$ 1,506,442	\$ 1,503,560
	Contracted Law Enforcement Professional Services	\$ \$	1,503,560 4,000				

Revised Pages for Tab 9



# Non-Departmental Department

The Non-Departmental section of the budget contains initiatives not otherwise associated with a specific department. In FY 20, the funds support contracts dedicated to citywide efforts that benefit all departments and transfers out of the General Fund to support other funds (including Capital Improvement and Trust Funds).

FY 2019-20 Highlights

Summary: In FY 20, funding for two existing City contracts that benefit citywide efforts, with the Ketchum Innovation Center (KIC) and Sun Valley Economic Development (SVED), remains in the Non-Departmental section of the budget. In FY 20, both contracts will be reduced to reflect citywide efforts to control costs. The SVED contract is reduced by 10% consistent with similar contract for service reductions. The KCDC contract for service is anticipated to be reduced by \$20,000, a 12.5% reduction from FY 19.

Funding for a contract that supports the City's sustainability initiatives has been included in the Non-Departmental section of the budget for FY 20.

Personnel: No personnel are in this Department.

Capital: No capital is proposed in this Department.

#### CITY OF KETCHUM BUDGET EXPENDITURES

#### GENERAL FUND

		ACTUAL 2017-2018	BUDGET 2018-2019	BUDGET 2019-2020		CNT IANG	
	NON-DEPARTMENTAL						
	MATERIALS AND SERVICES:						
01-4193-4200	INTERNSHIP PROGRAM	2,284	0	0		.0	
01-4193-4500	1ST/WASHINGTON RENT	26,000	48,000	36,000	(	25.0)	
01-4193-6500	CONTRACT FOR SERVICE	66,500	170,000	164,000	(	3.5)	Increased by \$15,000 for KSAC
01-4193-6510	PASS THROUGH GRANTS	1,500	0	0		.0	(From BCSO Contract reduction)
01-4193-6601	MASTER TRANSPORTATION PLAN	6,946	0	0		.0	
	TOTAL MATERIAL AND SERVICES	103,230	218,000	200,000	(	8.3)	
	OTHER EXPENDITURES:						
01-4193-8803	TRANSFER TO GENERAL CIP FUND	419,057	0	0		.0	
01-4193-8805	TRANSFER TO STREET CIP	328,331	0	0		.0	
01-4193-8893	TRANSFER TO PARK TRUST-KAC	32,000	32,500	10,000	(	69.2)	
01-4193-8895	TRANSFER TO ESF TRUST	1,201,000	0	0		.0	
01-4193-9910	MERIT INCREASES	9,300	25,000	25,000		.0	
01-4193-9930	GENERAL FUND OP. CONTINGENCY	27,755	30,300	39,812		31.4	Increased by \$9,812
			· .				(From BCSO Contract Reduction)
	TOTAL OTHER EXPENDITURES	2,017,443	87,800	74,812	(	14.8)	
	TOTAL NON-DEPARTMENTAL	2,120,673	305,800	274,812	(	10.1)	

# Materials and Services Detail FY 19/20



Dept: Non-Departmental

Description	ription		FY 18/19 Budget	FY 19/20 Budget	
Contracts for Service Ketchum Innovation Center (KCDC) Sun Valley Economic Development	\$ 140,0 \$ 9,0	000	\$ 170,000	\$ 164,000	
KSAC Energy Advisory Consultant All Department Operating Support Merit Increases Operating Contingency	\$ 15,0 \$ 25,0 \$ 39,8	\$ 75,000	\$ 55,300	\$ 64,812	
Inter-Fund Transfers Transfer to General CIP Fund Transfer to Park Trust - Ketchum Arts Comm Transfer to ESF Trust Transfer to Street CIP	\$ - ission \$ 10,0 \$ - \$ -	000	\$ 32,500	\$ 10,000	

Revised Pages for Tab 20



# Local Option Tax Fund (LOT) Original LOT and Additional 1% LOT

The Original Local Option Tax (LOT) was effective December 15, 1978. Since the original adoption of the LOT, voters have approved or modified the tax in 1979, 1983, 1984, 1988, 1997, and 2011. In 2011 the voters approved a new fifteen-year term. The LOT is to be used for: a) municipal transportation, b) open space acquisition and recreation, c) capital improvements, d) emergency services; police, fire and ambulance, e) city promotion, visitor information and special events, f) property tax relief, g) direct costs to collect and enforce the tax. The tax imposes 1% on retail, 1% on building material, 2% on liquor by the drink, and 2% on short term lodging and rentals.

In November 2013 an additional 1% was added to the LOT with authority to collect for five years. This additional 1% LOT was renewed by voters in May 2016 for another 5-year period which will extend through calendar year 2023. This additional 1% is to be used to a) maintain and increase commercial air service to Friedman Memorial Airport through the use of minimum revenue guarantees or other inducements to air providers, b) promote and market the existing service and any future service to increase passengers, c) all ancillary costs associated with the ongoing effort to maintain and increase commercial air service, including management costs and bussing due to flight diversions, d) direct costs to collect and enforce the tax, including administrative and legal fees.

# FY 2019-20 Highlights

Summary: **Original LOT:** In FY 20, funding for Visit Sun Valley and Mountain Rides has been reduced consistent with reductions in the general fund. Visit Sun Valley's appropriation has been reduced to \$400,000 while Mountain Rides' appropriation has been reduced to \$624,700. The city continues to provide funding for city-sponsored events, though the level of support has been reduced to \$75,500. In accordance with the enabling Ordinance, the City also funds consolidated dispatch and portions of the police and fire services with LOT funds.

Additional 1% LOT: No changes are proposed

#### CITY OF KETCHUM BUDGET EXPENDITURES

#### ORIGINAL LOT FUND

		ACTUAL 2017-2018	BUDGET 2018-2019	BUDGET 2019-2020	PCNT CHANG	
	ORIGINAL LOT TAX					
	MATERIALS AND SERVICES:					
22-4910-3610	PROCESSING FEE XBP	521	0	0	.0	
22-4910-5000	ADMINISTRATIVE EXPENSE-GEN FND	2,500	2,500	2,500	.0	
22-4910-6040	SUN VALLEY MARKETING ALLIANCE	440,000	440,000	400,000	( 9.1)	
22-4910-6060	EVENTS/PROMOTIONS	49,511	95,000	75,500		Reduced by \$10,000 (Dog Event defunded)
22-4910-6080	MOUNTAIN RIDES	657,200	665,700	624,700	( 6.2)	Increased by \$24.700
22-4910-6090	CONSOLIDATED DISPATCH	143,541	143,541	147,847	3.0	*(Late-night Summer Blue Service Maintained)
	TOTAL MATERIAL AND SERVICES	1,293,273	1,346,741	1,250,547	( 7.1)	
	OTHER EXPENDITURES:					
22-4910-8801	REIMBURSE GF POLICE/FIRE/AMB	1,341,110	979,256	1,103,317	12.7	
22-4910-8802	TRNSFR TO WAGON DAYS FUND	132,250	132,250	117,550	( 11.1)	Reduced by \$14,700 (Concert defunded)
22-4910-8803	TRANSFER TO GENERAL CIP	0	0	86,833	.0	
22-4910-9930	ORIG. LOT FUND CONTINGENCY	0	9,000	9,000	.0	
	TOTAL OTHER EXPENDITURES	1,473,360	1,120,506	1,316,700	17.5	
	TOTAL ORIGINAL LOT TAX	2,766,633	2,467,247	2,567,247	4.1	
	TOTAL FUND EXPENDITURES	2,766,633	2,467,247	2,567,247	4.1	
	NET REVENUE OVER EXPENDITURES	( 212,226)	0	0	( 110.0)	

Revised Pages for Tab 21



# Wagon Days Fund

The Wagon Days Fund provides budget authority to support the annual Wagon Days Celebration that takes place during the Labor Day weekend. The Wagon Days Celebration is funded through a mix of ticket and souvenir sales coupled with the Local Option Tax Fund.

FY 2019-20 Highlights

Summary: Funding for the concert following the parade has been removed in FY 20.

#### CITY OF KETCHUM BUDGET REVENUES

#### WAGON DAYS FUND

		ACTUAL 2017-2018	BUDGET 2018-2019	BUDGET 2019-2020	PCNT CHANG	
	WAGON DAYS REVENUE					
02-3400-1100	WAGON DAYS FEES	1,675	1,500	1,500	.0	
02-3400-6700	SALES-SOUVENIRS, TICKET, PICNIC	7,853	9,000	9,000	.0	
	TOTAL WAGON DAYS REVENUE	9,528	10,500	10,500	.0	
	MISCELLANEOUS REVENUE					
02-3700-1000	INTEREST EARNINGS	116	75	75	.0	
02-3700-6500	SPONSORSHIPS	4,100	0	0	.0	
02-3700-7000	RESERVED SEATING	3,525	0	0	.0	
02-3700-8722	TRANSFER FROM LOT	132,250	132,250	117,550	( 11.1)	Reduced by \$14,700
	TOTAL MISCELLANEOUS REVENUE	139,991	132,325	117,625	( 11.1)	(Concert defunded, Funds stay in LOT)
	TOTAL FUND REVENUE	149,519	142,825	128,125	( 10.3)	

#### CITY OF KETCHUM BUDGET EXPENDITURES

#### WAGON DAYS FUND

		ACTUAL 2017-2018	BUDGET 2018-2019	BUDGET 2019-2020	PCNT CHANG	
	WAGON DAYS EXPENDITURES					
	PERSONAL SERVICES:					
02-4530-2900	AWARDS	4,396	6,200	6,200	.0	
	TOTAL PERSONAL SERVICES	4,396	6,200	6,200	.0	
	MATERIALS AND SERVICES:					
02-4530-3100	OFFICE SUPPLIES & POSTAGE	132	250	250	.0	
02-4530-3200	OPERATING SUPPLIES	6,372	5,500	5,500	.0	
02-4530-3250	SOUVENIRS SUPPLIES	8,601	5,150	5,150	.0	
02-4530-3310	STATE SALES TAX	834	425	425	.0	
02-4530-4200	PROFESSIONAL SERVICES	62,822	61,430	61,430	.0	
02-4530-4210	PARADE PARTCPNT/FIDDLERS/POETS	23,636	31,770	31,770	.0	
02-4530-4220	GRAND MARSHAL DINNER	3,745	4,500	4,500	.0	
02-4530-4230	HISTORY/CHILDREN'S ACTIVITIES	4,365	2,500	2,500	.0	
02-4530-4240	CONCERT	15,041	14,700	0	( 100.0)	Reduced by \$14,700
02-4530-4400	ADVERTISING & LEGAL PUBLICATIO	10,537	8,200	8,200	.0	•
02-4530-5210	SOLID WASTE COLLECTION	2,289	2,200	2,200	.0	
	TOTAL MATERIAL AND SERVICES	138,374	136,625	121,925	( 10.8)	
	TOTAL WAGON DAYS EXPENDITURES	142,770	142,825	128,125	( 10.3)	
	TOTAL FUND EXPENDITURES	142,770	142,825	128,125	( 10.3)	
	NET REVENUE OVER EXPENDITURES	6,749	0	0	.0	



City of Ketchum

August 19, 2019

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

### **Recommendation and Summary**

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

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

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

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

### Introduction and History

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

## <u>Analysis</u>

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

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

## Financial Impact

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

## **Attachments**

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

## **ORDINANCE NO. 1201**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 8.** All qualified electors of the City, eighteen (18) years of age or older, who have legally resided in the City for at least thirty (30) days immediately preceding the date of the election, and who are properly registered as provided by law, are entitled to vote at the Bond

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

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

(Form of Official Ballot)

# OFFICIAL BALLOT

# SPECIAL MUNICIPAL BOND ELECTION GENERAL OBLIGATION BONDS

# CITY OF KETCHUM BLAINE COUNTY, STATE OF IDAHO

# November 5, 2019

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

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

The following information is required by §34-439, <u>Idaho Code</u>:

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

YES, IN FAVOR OF ISSUING GENERAL OBLIGATION BONDS FOR THE PURPOSES STATED IN THE ORDINANCE OF THE CITY ADOPTED SEPTEMBER 3, 2019 ......  $\bigcirc$ 

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

(End of Form of Official Ballot)

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

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

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

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

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

Section 13. If at the Bond Election two-thirds (2/3) of the qualified registered electors of the

City voting at such election assent to the issuance of the City's general obligation bonds, the negotiable general obligation bonds of the City shall be issued as hereinabove provided and shall mature over a period commencing at the expiration of one (1) year from their date and ending not more than twenty-five (25) years from their date, and shall bear interest and be payable, in accordance with the provisions of Section 50-1026, <u>Idaho Code</u>, and the Municipal Bond Law of the State of Idaho, Title 57, Chapter 2, as amended, from the proceeds of ad valorem taxes.

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

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

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

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

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

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

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

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

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

By:

NEIL BRADSHAW, Mayor

ATTEST:

By:

ROBIN CROTTY, City Clerk

# EXHIBIT "A"

(Form of Notice)

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

# November 5, 2019

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

# [TO BE DETERMINED BY BLAINE COUNTY CLERK]

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

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

(End of Form of Notice)



# **Revised Case II:** Estimated Costs

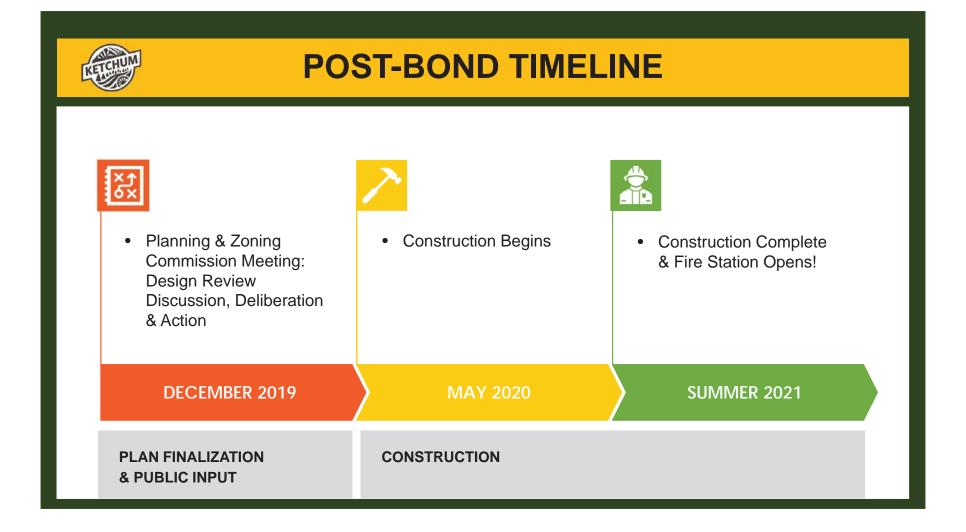
HARD CONSTRUCTION COSTS	\$8,562,407
Site Work Onsite Development & Utility Connections	\$1,304,278
Fire Station Building Construction Activities	\$6,578,034
Builders Risk	\$7,500
Construction Management (CM) Bond	\$51,000
CM Furniture, Fixture & Equipment Allowance	\$33,910
SCBA Station w/ FF&E	\$75,000
Apparatus Bay Exhaust System	\$96,000
LEED Silver Certification	\$171,943
Emergency Signalization Install of Owner Furnished Equipment	\$150,000
4 Stall Covered Parking	\$32,684
Fully Heated Exterior Concrete	\$62,058
DESIGN COSTS	\$806,615
Design Team (Arch. / Struct. / Civil / Landscape / Mech. / Plumb. / Elect.)	\$746,615
Signalization Design Allowance	\$60,000
CONSULTANTS	\$97,500
Preconstruction Services Construction Management	\$50,000
Geotech Report	\$7,500
Testing & Inspection	\$25,000
Building Commissioning Agent	\$15,000
PERMITS & FEES	\$175,000
Permits & Fees Allowance	\$175,000
PROJECT SUPPORT CONTINGENCY	\$1,185,921
Owner Furniture, Fixture & Equipment – M&L	\$151,349
Legal / License / Vacations & ROW Entitlements	\$5,000
IT Equipment w/ FF&E Allowances	\$65,000
Signalization Equipment Supply of Emergency Signal Poles, Flashers, Control Box, etc.	\$50,000
Construction Manager	\$85,000
Owner Contingency / Design Contingency 10% of Hard Construction Costs	\$829,572
ALLOWANCES	\$150,000
Weather Conditions Allowance	\$100,000
Unsuitable Soils Allowance	\$35,000
Monument Sign Allowance	\$15,000
SUBTOTAL	\$10,977,443
JUBIUIAL	
Bond Issuance Costs	\$110,000
Bond Issuance Costs	
	\$110,000 \$250,000 \$162,557

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



# **PRE-BOND TIMELINE 2019**

<ul> <li>6/25 – Open House I</li> <li>7/1 – City Council Meeting: Discuss Building Elements &amp; Costs</li> <li>7/9 – Open House II</li> <li>7/15 – City Council Meeting: Discuss Building Elements &amp; Costs</li> </ul>	<ul> <li>8/5 – City Council Meeting: Bond Language &amp; Amount Discussion, Deliberation &amp; Action</li> <li>8/13 – Open House III</li> <li>8/19 – City Council Meeting: Discussion, Deliberation &amp; Action</li> </ul>	<ul> <li>9/3 – City Coun Discussion, Del Action</li> <li>9/13 – Inform B County to Place Measure on Bal</li> <li>9/16 – Finalized Language Press Blaine County</li> </ul>	iberation & laine e Bond llot d Ballot	<ul> <li>10/1 – Open House IV</li> <li>10/15 – Open House V</li> <li>10/15 – Early Voting Begins</li> <li>10/29 – Open House VI</li> </ul>	11/1 – Early Voting Ends 11/5 – Election Day!
JUNE - JULY	AUGUST	SEPTE	MBER	OCTOBER	NOVEMBER
CONCEPT DEVELOPMENT & PUBLIC INPUT	COUNCIL CONSIDE PUBLIC INPUT	RATION &		OT LANGUAGE FINALIZ C EDUCATION & VOTE	



# **Outstanding Debt**

Election 11/05/2019

				Interest	Accrued	Remaining	
S	eries	Last Pmt	Next Pmt	Amount	Interest	Principal	Total
20	07 GO	08/01/2019	02/01/2020	6,168	3,221	280,000	283,221
2	014C	09/15/2019	03/15/2020	32,875	9,132	1,315,000	1,324,132
2	015B	09/15/2019	03/15/2020	54,738	15,205	2,230,000	2,245,205
	2016	09/15/2019	03/15/2020	11,032	3,064	1,268,000	1,271,064
						Total	\$ 5,123,622