Agenda

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

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

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

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

Dial-in: +1 253 215 8782
Meeting ID: 924 0331 3821

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: (ALL ACTION ITEMS) The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
  1. Authorization and approval of the payroll register
  2. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of $974,722.57 as presented by the Treasurer.
  3. Approval of Contract 20525 with ALSCO for Uniform Rental Services - Mick Mummert, Wastewater Superintendent
  4. Approval of Contract 20529 with Pitney Bowes for Mail Metering - Grant Gager, Director of Finance and Internal Services
  5. Approve Contract 20530 with AECOM for Signalization Review - Grant Gager, Director of Finance & Internal Services
  6. Approval of Change Order #2 to Contract 20454 for the Fire Station - Grant Gager, Director of Finance and Internal Services
1. Approve Contract 20534 with Mountain Rides Transportation Authority for FY 21 Services - Jade Riley, City Administrator
2. Approve Contract 20532 with Blaine County Housing Authority for FY 21 Services - Jade Riley, City Administrator
3. Approve Contract 20533 with Rick Allington for FY 21 Prosecutor Services - Jade Riley, City Administrator
4. Approve Contract 20531 for FY 21 Services with Sun Valley Economic Development - Jade Riley, City Administrator

● NEW BUSINESS (no public comment required)

11. ACTION ITEM: Recommendation to approve Encroachment Agreement 20528 with Idaho Power for the property located at 511 Walnut - Suzanne Frick, Director of Planning and Building
12. Discussion and update on COVID-19 in Blaine County - Mayor Neil Bradshaw

● EXECUTIVE SESSION

13. Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)
14. Executive Session to Consider the Hiring of an Officer Pursuant to 74-206(1)(a)

● 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.

Visit ketchumidaho.org 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.
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

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### City of Ketchum Payment Approval Report - by GL Council

**Report dates:** 9/26/2020-10/1/2020

**Oct 01, 2020 11:26AM**

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**POLICE**

| **01-4210-3620 PARKING OPS EQUIPMENT FEES** | | | |
| OMNI PARK                      | 122073         | Omni Park Subscription  | 437.00            |
| **01-4210-4250 PROF.SERVICES-BCSO CONTRACT** | | | |
| BLAINE COUNTY CLERK/RECOR     | 201033         | BCSO Law Enforcement Services | 118,755.16       |
| **Total POLICE:**             |                |                         | 119,192.16        |

**FIRE & RESCUE**

<p>| <strong>01-4230-3200 OPERATING SUPPLIES FIRE</strong> | | | |
| GALL’S, LLC                      | 016448840      | Boots                  | 339.95            |
| <strong>01-4230-3210 OPERATING SUPPLIES EMS</strong> | | | |
| BOUNTTREE MEDICAL               | 83780527       | Medical Supplies       | 245.98            |
| BOUNTTREE MEDICAL               | 83780527       | Medical Supplies       | 175.84            |
| <strong>01-4230-4920 TRAINING-FACILITY</strong> | | | |
| CLEAR CREEK DISPOSAL            | 0001347981     |                         | 57.46             |
| <strong>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</strong> | | | |
| COX WIRELESS                    | 027222301 092  |                         | 59.72             |
| <strong>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</strong> | | | |
| COX WIRELESS                    | 027222301 092  |                         | 59.71             |
| <strong>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</strong> | | | |
| ALSCO - AMERICAN LINEN DIVI    | LBOI1835135    |                         | 15.01             |</p>
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### Payment Approval Report

**Report dates:** 9/26/2020-10/1/2020  
**Oct 01, 2020  11:26AM**

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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
October 5, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Contract No. 20525,**
**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. 20525 for Textile Rental Service Agreements with ALSCO Linen and Uniform Rental Services for the Utilities, Streets and Fire Departments and authorize the Mayor to sign the contract.**”

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.

**Analysis**
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.

**Sustainability**
Not Applicable
Financial Impact
Total cost of services and supplies from ALSCO is estimated to be approximately $9,100.00. Funding for these Service Agreements have been provided for in each department’s budget.

Attachments:

ALSCO Rental Service Agreement
Suppliers’ Acceptance

12. Other

13. Order Cancellation

14. Cancellation of Order

15. Delivery

16. Price

17. Quality

18. Assurance

19. Payment

20. Inspection

21. Warranty

22. Subcontractors

23. Delivery Date

24. Insurance

25. Damages

26. Disputes

27. Confidentiality

28. Force Majeure

29. Bankruptcy

30. Revisions

31. Entire Agreement

32. Governing Law

33. Notice to the Customers

34. Notice to the Suppliers

35. Notice to the Agents

36. Notice to the Subcontractors

37. Amendment

38. Execution

39. Counterparts

40. Signature

41. Date

42. Location No.

43. Contract No.

44. Terms and Conditions for Textile Rental Service Agreement

45. Aisco
The service charge is used to help pay various fractional costs related to the Environment, Energy, service and delivery of our goods and service.

Special Charges:
The charge is for specially delivered items, deliv- ered outside the regular scheduled hours of delivery.

Re-Storage Charge (Re-Storage Charge): This fee is for re-packing and re-storing items that have been out of our normal store hours and have been returned by the customer.

Packing Fee: The packing fee is charged to return the customer and place them back into store.

Repacking Fee: The packing fee is charged to return the customer to the customer.

Glossary of ASCO Charges:

- Special Charges
- Re-Storage Charge
- Packing Fee
- Repacking Fee

Note: All charges are to assist costs and provide general revenue to Auto.
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**Notes:**
- Service Charge: $0.00
- % of $: 0%
- Invoice Service Charge: $0.00
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**Service Agreement**

*ASCO*
October 5, 2020

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

Mayor Bradshaw and City Councilors:

**Recommendation to approve Contract 20529**
**For Mail Metering**

**Recommendation and Summary**
Staff is recommending the council approve Contract 20529 with Pitney Bowes for mail metering service by adopting the following motion:

“I move to approve Contract 20529 for an annual amount not to exceed $7,700 with Pitney Bowes and authorize the Mayor to sign the PO.”

The reasons for the recommendation are as follows:

- The City of Ketchum is required to send certain correspondence by trackable and certifiable methods and has found the US Postal Service to be the most cost-effective method.
- The City of Ketchum utilizes a metering service to obtain postage for out-going mail.

**Introduction and History**
The City of Ketchum is required to send certain correspondence by trackable and certifiable methods. The City has found the US Postal Service to be the most cost-effective method relative to private carriers. Historically, the City has obtained its postage through a service that also provides a high-capacity metering machine; thereby avoiding the labor associated with the manual application of postage.

**Analysis**
The Administrative Services Department is seeking to utilize the State of Idaho mail metering contract pursuant to Idaho Code section 67-2803(1) and City policy. This agreement provides for 5-years of consistent pricing through the State contract and includes the non-appropriation clause necessary to comply with state and local requirements.

**Sustainability Impact**
There is no sustainability impact from this action.

**Financial Impact**
The service will be funded from the Administrative Services Department’s office supplies and postage account. The service, including machine rental, is estimated to be approximately $1,632 per year with historical postage levels not exceeding $6,000 per year.

**Attachments**
- Attachment A: Contract 20529
WSCA/NASPO FMV Lease Agreement Account #10 State of Idaho

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee
CITY OF KETCHUM

Sold-To: Address
480 EAST AVE N, KETCHUM, ID, 83340, US

Sold-To: Contact Name
Grant Gager

Sold-To: Contact Phone #
(208) 727-5073

Sold-To: Account #
0012578282

Bill-To: Address
PO BOX 2315, KETCHUM, ID, 83340-2315, US

Bill-To: Contact Name
Grant Gager

Bill-To: Contact Phone #
(208) 727-5073

Bill-To: Account #
0017455186

Ship-To: Address
480 EAST AVE N, KETCHUM, ID, 83340, US

Ship-To: Contact Name
Grant Gager

Ship-To: Contact Phone #
(208) 727-5073

Ship-To: Account #
0012578282

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<td>1</td>
<td>7H00</td>
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*XDoes not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required
( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra
By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at [http://www.pb.com/states](http://www.pb.com/states). The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.
October 5, 2020

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

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract 20530
For Fire Station Traffic Notification Design

Recommendation and Summary
Staff is recommending the council approve Contract 20530 with AECOM for design of alerting and notifying signalization by adopting the following motion:

“I move to approve Contract 20530 for an annual amount not to exceed $6,400 with AECOM and authorize the Mayor to sign the Contract.”

The reasons for the recommendation are as follows:

- The City of Ketchum is constructing a fire station on Saddle Road that was approved by voters.
- An earlier traffic review identified possibilities for alerting mechanisms on Saddle Road approaching the fire station entrance.

Introduction and History
The City of Ketchum is constructing a fire station on Saddle Road as approved by voters on November 5, 2019. Earlier in the year, AECOM identified measures to enhance alerting of local traffic during active responses. Staff is recommending the City hire AECOM to design the identified mitigations.

Analysis
AECOM is currently under contract with the City to review the traffic analysis and impacts associated other projects. To perform additional analysis for the fire station, their contract must be amended (Attachment A). The attached amended contract modifies their scope of work and extends the length of the contract.

Sustainability Impact
There is no sustainability impact from this action.

Financial Impact
The contract will be funded from the fire station bond proceeds that were approved by voters.

Attachments
- Attachment A: Contract 20530
- Attachment B: AECOM Traffic Memo (May 2020)
Memo

Thank you for inviting AECOM to submit this scope of work and cost estimate to perform Contract Modification #3 of the traffic engineering support contract with the City of Ketchum. This is the third contract modification to the original contract executed June 24, 2019. The purpose of this contract modification is to assist the City in reviewing potential safety devices to alert persons travel along and adjacent to Saddle Road to traffic from/to the proposed fire station, approximately 400 feet north of Warm Springs Road.

1.0 Tasks

AECOM will conduct the following tasks:

- Conduct a high-level state of practice review. AECOM will review applications of the preferred technologies, i.e., solar powered beacons on warning signs that operate when activated though an Opticom system when emergency equipment egresses the new fire station. AECOM will attempt to locate existing applications of this technology.
- AECOM will coordinate with equipment vendors to identify the range of options available to the City of Ketchum for the proposed application.
- AECOM will prepare a technical memorandum outlining the different options of safety devices that can be procured by the City of Ketchum or its contractor to install along Saddle Road, in the vicinity of the new fire station.
- AECOM will participate in one meeting via teleconference with city staff/development team to discuss the results of the memo.

2.0 Optional Tasks

AECOM can provide the following tasks at the request of the city. However, these tasks are not included in the proposed fee or schedule.

- In-person attendance at meetings and/or public hearings.
- Coordination between the City of Ketchum and equipment vendor(s) to discuss proposed equipment.
3.0 Project Staff

Lori L. Labrum, P.E., PTOE will serve as Principal-in-Charge for the project. She will provide overall guidance and review and should be contacted with any questions or concerns about quality and progress of the work. Kordel Braley, P.E., PTOE will serve as Project Manager, directing the technical work on the project. He will be your contact on details related to technical matters and, together with other AECOM staff, will complete the technical work on this project.

4.0 Budget

The base cost for Modification 3 is $6,400.

If, during the work of this contract modification, it becomes apparent to us that the project will require more time than initially budgeted, we will notify you in writing before incurring additional costs.

Sincerely,

Kordel Braley, PE, PTOE
Senior Traffic Engineer
AECOM Technical Services, Inc.

Lori L. Labrum, PE, PTOE
Associate Vice President
AECOM Technical Services, Inc.
Memo

On behalf of the City of Ketchum, AECOM has reviewed plans for a proposed fire station to be located on the east side of Saddle Road approximately 400 feet north of Warm Springs Road. AECOM’s review focused primarily on the transportation and safety impacts of the proposed fire station at surrounding intersections and pedestrian/trail crossings.

The purpose of this memo is to evaluate existing conditions, potential risks, and mitigation measures. This analysis does not provide final design. No new data were collected as part of this analysis. AECOM has relied on data provided by the City and its partners.

Existing Conditions

- Two transit stops near the Fire Station (Warm Springs YMCA and Warm Springs at Parkside) generate, on average, 37 and 32 boardings per day, respectively, based on daily spot counts. Assuming these are doubled to account for alighting, the average number of pedestrians per hour generated from these stops is only 4 and 3, respectively, assuming uniform arrivals and departures throughout the day.

- While no pedestrian crossing data were provided, the area surrounding the proposed fire station includes several pedestrian generators including YMCA, Rotary Park, the Guy Coles Skate Park, Big Wood School, Ernest Hemingway School, and multiple trails.

- The intersection of Warm Spring Road and Highway 75 currently has Opticom.

- Traffic counts collected in May 2018 for the intersection of Warm Springs Road and 10th Street were provided by the City and show a significant number of trips on Warm Springs Road (nearly 1,000 vehicles per hour during peak periods). Counts for Saddle Road were not available. Qualitatively, both of these streets would appear to be important routes to the transportation network for this part of Ketchum.

Fire Station Operations

- According to data from the City, the fire department responded to 1,019 calls in 2019, which averages to approximately 20 calls per week.

- Based on discussions with the fire department, it is estimated that the egress distribution from the fire station would likely be 1 to 2 calls per week west on Warm Springs Road, 10 to 11 calls per week east on Warm Springs Road, and 7 to 8 calls per week north on Saddle Road.
Memo

Traffic Assessment

Assuming the new fire station on Saddle Road will receive 20 calls, on average, during the week, it can be assumed, for practical purposes, 3 round trips from the new station to the site of the emergency will be generated during a given day. From the data received from the City and using general guidance that 10 percent of daily traffic arrives in the peak hour, it is assumed that Warm Springs Road has an AADT of approximately 10,000 vehicles per day near 10th Street. The addition of 3 trips from the fire station would increase the AADT to 10,006 vehicles per day (each trip involves an outbound and inbound movement). Typically, this would be rounded to the nearest 100 vehicles, but, for illustrative purposes and the forthcoming calculation, the 6 additional vehicles are retained.

The American Association of State Highway and Transportation Official's (AASHTO) publication, the Highway Safety Manual (HSM) provides equations to predict the safety performance of roads, known as Safety Performance Functions (SPFs). The SPF for an urban/suburban arterial segment is generally in the form of:

$$N_{\text{predicted}} = e^{(a+b\times \ln(\text{AADT})+ \ln(L))}$$

where, $N_{\text{predicted}} = $ predicted number of crashes per year
AADT = average annual daily traffic (vehicles per day)
$L = $ the segment length (in miles)
a, b = $ coefficients that related to the road type

Warm Springs Road most closely operates as a 3-lane urban/suburban arterial with a center turn lane. Using the associated coefficients and assuming a road segment of 1-mile in the existing and build condition, the change in predicted crashes, before and after the opening of the fire station, is 0.002 crashes per year. Additionally, there was no increase in the number of predicted pedestrian and bicycle crashes in the before or after condition. This current research that developed this SPF does not utilize only fire trucks in the vehicle fleet. As such, an increase in fire truck traffic would likely decrease the expected number of crashes, and present less of a safety hazard to the road user (both motorized and non-motorized), because of the size of the fire truck and the noise emitted from a fire truck beyond what the lights and sirens produce.

It should be noted the existing fire station, at City Hall, is at a location where there is foot traffic, going to and from shops, museums, parks, and residential parcels in the downtown area. While the YMCA, the Wood River Trail and transit stops are foot traffic generators near the new fire station, these sites may not produce the number of foot traffic trips a downtown area may generate. Therefore, the exposure of non-motorized transportation to fire truck operations may be less at the new location. Additional study is warranted to solidify this assumption.

The analysis assumes that there are no underlying issues at the intersection of Warm Springs Road and Saddle Road or along Warm Springs Road. If the city believes there are underlying issues with either the intersection or the segment, an in-depth traffic study is necessary. The scope of this additional study would include data collection efforts, i.e., traffic counts, non-motorized vehicle counts, transit counts, crash records. Additional study may result in the need for the recommendation of additional countermeasures – traffic calming, roundabouts, signalization, etc.

Based on the data presently available, it is recommended the city explore the following mitigative measures.

**Mitigation Measures**

The recommended mitigation measure is the installation of standard warning signs (such as W11-8) at locations near the fire station. This conclusion is based on the random nature of emergency vehicle deployment, as well as the fact that emergency responders are trained professional drivers (as opposed to average drivers).

Operational mitigation measures could also be considered including:

- By policy, the fire department could mandate all, or nearly all, emergency vehicles travel north on Saddle Road to SH-75, instead of travelling east on Warm Springs Road. This would remove nearly all conflicts with emergency vehicles at the sensitive intersection locations along Warm Springs Road. According to data from the fire department, using this alternative route would add approximately 0.4 miles to a response south of Warm Springs Road/Main Street but only add about 30 seconds. It is outside of our expertise to weigh in on the merits and costs of this type of operational change. If the fire department did make this change, it would significantly reduce conflicts on Warm Springs Road.
• The fire department should maintain a strict policy against volunteers responding to the fire station in an unsafe manner.

Future Optional Considerations

If traffic or safety conditions deteriorate in the area, an Intelligent Transportation System (ITS) solution could be considered as a mitigation strategy to address concerns to lessen the opportunity of vulnerable road user and emergency vehicle interaction. Additional infrastructure improvements may be warranted based on typical traffic conditions, but this would require additional data collection efforts.

• A system can be installed that includes Fire Station Warning signs (W11-8) with flashing boarders and/or flashing beacons to be activated when an emergency vehicle is leaving the fire station (see Figures 1 and 2). The signs would be deployed in strategic locations (such as trail crossings, locations near the Big Wood School or the YMCA, near transit stops, and on Saddle Road and Warm Springs Road, see Figure 3) that would alert pedestrians and bicyclists to the presence of an emergency vehicle.1 Smaller signs are recommended for pedestrian/bicyclist applications.

Other infrastructure considerations include the following:

• Solar Power – Most devices can be energized using solar power. However, site specific evaluations will need to be performed at each location to ensure appropriate levels of sun are available to consistently operate the devices. Hard-wired power will be required for locations where sun light cannot be readily captured.

• Opticom – In order to make the system work automatically, Opticom is recommended. A receiver could be located directly across the street from the fire station garage door so the system can be activated when the doors open and the emergency vehicle’s system is first activated. A back-up activation system could also be placed within the fire station, at the dispatch center, and/or in each emergency vehicle (see Figure 2).

1 A variety of vendors and systems are available. AECOM does not advocate for specific manufactures. Manufacture specifications should be considered in the design of any implemented system.
A variety of vendors and systems are available. AECOM does not advocate for specific manufactures. Manufacture specifications should be considered in the design of any implemented system.

https://www.tapconet.com/product/emergency-vehicle-warning-system#overview

https://www.tapconet.com/product/emergency-vehicle-warning-system#overview
Figure 3. Conceptual layout of warning sign locations that warn drivers and pedestrians/bicyclists.
October 5, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation To Approve Change Order #2 to Contract 20454**

**Recommendation and Summary**
Staff is recommending the council provide authorization to the Mayor to sign Change Order #2 to Contract 20454 with CORE | Headwaters LLC:

“I move to approve Change Order #2, in a reducing amount of $23,065, to Contract 20454 with CORE | Headwaters LLC and authorize the Mayor to sign the Change Order.”

The reasons for the recommendation are as follows:
- The City and the project team utilized an opportunity to advance construction of the fire station.
- This Change Order will mitigate 72% of the cost increase associated with the actions taken to expedite the project.

**Introduction and History**
The City of Ketchum approved the construction of a fire station on November 5, 2020. Since that time, the project team has worked to bring the project to construction. Change Order #2 was developed by the project team to partially mitigate the cost increases incurred as a result of Change Order #1.

**Analysis**
Change Order #2 achieves savings that equate to approximately 72% of the cost of Change Order #1, the project team continues to work to identify additional savings, as opportunities arise.

**Sustainability Impact**
There is no sustainability impact arising from this action.

**Financial Impact**
This change order represents a reduction in the approved contract price.

**Attachments**
- Attachment A: Change Order #2 Contract 20454
Contract #: 20454
Project Description: Fire Station CM/GC
Change Order #: 002
Effective Date: 10/5/2020

Description of Change:
Acceptance by City of certain project changes as detailed in the following pages

Additional Time Granted: 0 days
New Contract End Date: Unchanged

Contract Price Impact

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Contract Price:</td>
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<td>Total of Prior Change Orders:</td>
<td>$31,841.00</td>
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<tr>
<td>Contract Price Prior to this Change Order:</td>
<td>$9,352,781.00</td>
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<tr>
<td>Increase / (Decrease) of this Change Order:</td>
<td>$(23,065.00)</td>
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<tr>
<td>Contract Price Incorporating this Change Order:</td>
<td>$9,329,716.00</td>
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Acceptance

__________________________
Neil Bradshaw, Mayor
City of Ketchum

__________________________
Seth Maurer, Managing Member
CORE | Headwaters LLC
Budget Evolution Item Summary
City of Ketchum Fire Station #1

Budget Evolution August 2020 Approved CoK Fire Station #1 9/30/2020

Description: Incorporation of August 2020 Budget Evolution Items

<table>
<thead>
<tr>
<th>SCOPE</th>
<th>SUBCONTRACTOR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduce Elevator Capacity to 2500#</td>
<td>BEL 28</td>
<td>$ (4,500.00)</td>
</tr>
<tr>
<td>Six Inch Trench Drain in lieu of ten inch at App bays</td>
<td>BEL 36</td>
<td>$ (15,500.00)</td>
</tr>
<tr>
<td>Remove existing Tree by FD</td>
<td>BEL 51</td>
<td>$ (250.00)</td>
</tr>
<tr>
<td>Reduce size of Domestic Water supply from 3&quot; to 2&quot;</td>
<td>BEL 52</td>
<td>$ (1,400.00)</td>
</tr>
</tbody>
</table>

SUBTOTAL: $ (21,650.00)

SUBTOTAL reflects direct costs only on the presumption that costs will come from allowances. If costs are reimbursed by Change Order, TOTAL AMOUNT below reflects the SUBTOTAL with add of agreed upon markup in accordance with the change order pricing.

<table>
<thead>
<tr>
<th>Bond and Insurance</th>
<th>CORE</th>
<th>$ (452.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMAR FEE</td>
<td>CORE</td>
<td>$ (963.00)</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>CORE</td>
<td>$ -</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT: $ (23,065.00)
From: Pete Skow (EXT) <pete.skow@schindler.com>
Sent: Tuesday, June 23, 2020 1:15 PM
To: Jeff Jerome <jeffjerome@coreconstruction.com>
Cc: Jacent Ley <jacent.t.ley@schindler.com>; Pete Skow (EXT) <pete.skow@schindler.com>
Subject: RE: Urgent Request - COK Fire Station No1

Jeff,

Per our conversation, I’ve reviewed my estimate for value engineering opportunities. The options are as follows:

1. **Reduce the size of the elevator from 3500 pound to 2500 pounds.** The shaft depth could be reduced to 5’-9”, or it could stay at 7’-0” (as currently shown). **The credit is $4,500**
2. Change the stainless steel entrances from stainless steel to painted: credit of $700 (total)
3. Change the cab handrails from stainless steel to brushed aluminum: credit of $500.
4. The specs called for card reader provisions. If we delete the card reader provisions, the credit is $1,000.

Let me know if you have any questions. Thanks!

Pete Skow | New Installation Sales Representative
Phone 208.577.5537 | Mobile 801.330.1974 | Fax 208.577.5526
pete.skow@schindler.com

Schindler Elevator Corp. | New Installation
743 McGregor Court, Suite 140 | Boise, ID 83705, USA
www.us.schindler.com

Your Salt Lake City/Boise/Spokane team is committed to exceeding your expectations. If you are not completely satisfied with your experience, please share your feedback **HERE.**

Please consider your environment.
June 23, 2020

Core Construction Attn Jeff Jerome

Ketchum Fire Station No 1 Plumbing VE suggestions.

We have put together the following VE suggestions for the plumbing scope on the Ketchum Fire Station No 1.

- Use Space Age under slab insulation in lieu of the specified R-5 for the snow melt system. Subject to approval from engineer and code officials. ........Deduct (11,500.00) GMP deduct
- Use PEX for domestic water piping less than 2” for all non exposed water piping. All exposed water piping will be Copper as specified...............Deduct (13,500.00) GMP deduct
- Reduce the total lineal footage of the trench drains by 60 ft leaving 40 ft runs in place of the 60 ft runs shown in each of the 3 bays.........................Deduct (12,000.00) GMP deduct
- **Substitute the specified trench drain for 6” wide trench drain Zurn Z886-HD. Cut Sheet attached.................................................................Deduct (15,500.00)**
- Remove S-3 from the island sink in the kitchen area.....Deduct  (2,200.00) GMP deduct


Dennis,

See below for credit for tree removal.

Thank you,

Matthew Sylvester
Assistant Project Manager

CORE Construction | West
C: 702-416-7677 | W: coreconstruction.com

From: Jonathan Lunceford <alabama626@gmail.com>
Sent: Monday, August 3, 2020 9:22 PM
To: Matt Sylvester <mattsylvester@coreconstruction.com>
Subject: Re: CoK FS1 - Tree Removal

$250

Jonathan Lunceford
Lunceford Excavation, Inc
PO Box 739
Ketchum, ID 83340

Cell: 208.720.1655
Email: alabama626@gmail.com

NOTICE: This electronic message transmission contains information which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this electronic transmission in error, please notify the sender and delete the copy you received.

On Mon, Aug 3, 2020 at 1:19 PM Matt Sylvester <mattsylvester@coreconstruction.com> wrote:

Hello,
**Building Water Service**

<table>
<thead>
<tr>
<th>TO:</th>
<th>FROM:</th>
<th>DATE INITIATED:</th>
<th>LOCATION:</th>
<th>STATUS:</th>
<th>DUE DATE:</th>
<th>COST CODE:</th>
</tr>
</thead>
</table>
| Alex Goedhart (Cole Architects)  
Crystal McColly (Cole Architects) | Chris Schratwieser (CORE Construction - Las Vegas) | 07/31/2020 |  | Closed on 08/05/20 | 08/05/2020 |  |
| LOCATION: | SUB JOB: | COST IMPACT: | DRAWING NUMBER: | SPEC SECTION: | REFERENCE: |
| Course of Construction | | ($1,400.00) | P2.00 | 220100 - PLUMBING |  |
| RECEIVED FROM: | LINKED DRAWINGS: | | | | |
| Brett Traylor (Evans Plumbing Incorporated (EPI)) | | | | | |
| COPIES TO: | | | | | |
| JT Brown (CORE Construction - Las Vegas), Cary Goldberg (DPPM Project Management), Bill McLaughlin (City of Ketchum), Dennis Potts (DPPM Project Management), Chris Schratwieser (CORE Construction - Las Vegas), Matt Sylvester (CORE Construction - Las Vegas), Brett Traylor (Evans Plumbing Incorporated (EPI)) | | | | | |

**Question from Chris Schratwieser (CORE Construction - Las Vegas) at 12:57 PM on 07/31/2020**

As discussed with the Public Works Director Pat Cooley, the project will be serviced by a two inch water meter. May we keep the main service line at two inches in lieu of tapping at three inches down-sizing to two inch at the meter and then up-sizing back to a three inch? We have a credit offered by the plumber of $1,400 if acceptable.

**Official Response:** Crystal McColly (Cole Architects) responded on Wednesday, August 5th, 2020 at 2:38PM MDT

See attached response.
Crystal McColly, AIA, NCARB  
COLE/ARCHITECTS  
Project Architect  
p 208.345.1800 / d 208.605.3404 / c 208.731.9031

**Attachments:**
- RFI #CC-42 - Building Water Service - Response.pdf
October 5, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20534 with Mountain Rides Transportation Authority

Recommendation and Summary
Staff is recommending the council approve the annual contract with Mountain Rides Transportation Authority (MRTA) and adopt the following motion:

“I move to authorize the Mayor to sign Contract 20534 with Mountain Rides Transportation Authority.”

The reasons for the recommendation are as follows:
- The City contracts with MRTA for public transportation services as identified in the contract.
- The funding was approved in the FY21 adopted budget

Introduction and History
The MRTA provides the City with public transportation services as part of a joint powers authority established with the Cities of Bellevue, Hailey, and Sun Valley as well as Blaine County.

Analysis
The FY 21 contract for services provides for a level of service consistent with the FY 20 adopted service plan. Additional evening valley route service has been added for FY 21 to provide a more consistent level of service to the community.

Sustainability
Approval of contract will assist with the economic sustainability of our community.

Financial Impact
The cost for services is $469,000 for the year and funding will be allocated from Local Option Taxes within the approved FY21 budget.

Attachments
Attachment A: Proposed Contract 20534
CONTRACT FOR SERVICES
MOUNTAIN RIDES TRANSPORTATION AUTHORITY

THIS CONTRACT FOR SERVICES (hereinafter the “Contract”) is made and entered this 18th day of September, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as “the City”) and the MOUNTAIN RIDES TRANSPORTATION AUTHORITY (hereinafter referred to as “Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #663052 in Blaine County, Idaho (recorded 9/10/19). This Contract is hereby entered into in contemplation of the following findings:

FINDINGS

1. The City is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.

2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #663052 in Blaine County, Idaho.

3. The City is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic well-being from businesses catering to the recreational needs and meeting the needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.

4. Pursuant to Idaho Code §50-301 and §50-302, the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.

5. Mountain Rides provides an efficient and responsive public transportation system which is easily identifiable, is coordinated in a manner to encourage the ease of ridership, is charged with planning and implementing multi-modal transportation technologies, when feasible, and will seek to reduce the congestion and pollution of individual vehicular trips within Blaine County.

6. Mountain Rides’ mission is to establish, implement, maintain, fund and operate a comprehensive public transportation system by motor buses, vans or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County. Mountain Rides strives to provide services that are safe, user oriented, environmentally friendly, economically stable, and supportive of a strong local economy.

7. The organizational purpose and goals of Mountain Rides are complementary to those of the City.

8. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.

9. The City intends to contract with Mountain Rides to provide such services for consideration as hereinafter provided.

10. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.
NOW, THEREFORE, on the basis of the foregoing Findings the Parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Services to be provided are set forth in Exhibit A of this Contract. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.

2. Term. The Term of this Contract shall commence on October 1, 2020 and terminate on September 30, 2021.

3. Consideration.
   a. In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of FOUR HUNDRED SIXTY NINE THOUSAND DOLLARS ($469,000), payable in equal monthly installments throughout the Term of this Contract. Mountain Rides will provide the City with an invoice prior to each due date setting forth the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each such invoice.
   
   b. The City's contribution to Mountain Rides is part of the Mountain Rides FY2021 Operating Budget adopted by the Mountain Rides Board on September 16, 2020. Mountain Rides' FY2021 Operating Budget is summarized in Exhibit B of this Contract.
   
   c. In consideration and as part of this Contract, Mountain Rides agrees to provide a mid-year report to the Ketchum City Council, including activities, ridership, financial conditions, and other pertinent information helpful to assessing the current condition of the transportation system. This report will be delivered as a presentation at an April 2021 City Council meeting. In addition, Mountain Rides will provide a report and budget request coincident with the City's budget deliberations for fiscal year 2022.
   
   d. In the event that budgeted revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in Mountain Rides' FY2021 Operating Budget is not collected as expected, Mountain Rides may need to make adjustments to its adopted FY2021 Service Plan in order to balance revenue with expenses. In this event, Mountain Rides will give notice to the City as to the adjustments that impact transit service within the City. Mountain Rides and the City will work to come to a mutually acceptable adjusted service plan. If a mutually acceptable adjusted service plan cannot be reached, the City may terminate this Contract upon thirty (30) day written notice to Mountain Rides.
4. **Termination.** The City may, at its sole discretion, terminate, with or without cause, this Contract immediately upon one hundred twenty (120) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 120-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.

5. **Equal Employment Opportunity.** Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

6. **Default.** In the event either Party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting Party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.

7. **Independent Contractor Status.** The Parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient and satisfactory manner.

8. **Hold Harmless.** Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides’ obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides’ activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. **Non-Assignment.** This Contract may not be assigned or transferred by either Party, in whole or in part, without the prior written consent of the other Party.

10. **Miscellaneous Provisions.**

    a. **Paragraph Headings.** The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.

    b. **Provision Severable.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

    c. **Rights and Remedies are Cumulative.** The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any Party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Contract are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

    d. **Successor and Assigns.** This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties hereto.
e. **Entire Contract.** This Contract contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.

f. **Governing Law.** This Contract shall be construed in accordance with the laws of the State of Idaho.

g. **Preparation of Contract.** No presumption shall exist in favor of or against any Party to this Contract as a result of the drafting and preparation of the document.

h. **No Waiver.** No waiver of any breach by either Party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.

i. **Amendment.** No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.

j. **Notices.** Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

   i. The City: City Administrator
      City of Ketchum
      PO Box 2315
      Ketchum, ID 83340-2315

   ii. Mountain Rides: Executive Director
       Mountain Rides Transportation Authority
       PO Box 3091
       Ketchum, ID 83340-3091

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year first written above.

**MOUNTAIN RIDES TRANSPORTATION AUTHORITY**  **CITY OF KETCHUM**

Wallace E. Morgus, Executive Director  Neil Bradshaw, Mayor

**ATTEST:**

Robin Crotty, City Clerk
## EXHIBIT A

### FY2021 Service Plan

<table>
<thead>
<tr>
<th>Service</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>11,731.0 hours</td>
<td>$1,098,370</td>
<td>Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 2:30am daily</td>
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<td>Blue 1</td>
<td>5,960.0 hours</td>
<td>$545,380</td>
<td>Fall/Spring: 7:00am - 10:30pm daily; Summer/Winter: 7:00am - 12:00am daily</td>
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<td>Blue 2</td>
<td>5,751.0 hours</td>
<td>$524,490</td>
<td>Fall/Spring: 7:30am - 7:00pm daily; Summer/Winter: 7:30am - 2:30am daily</td>
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</tbody>
</table>

**Valley**

<table>
<thead>
<tr>
<th>Valley</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Valley 1</td>
<td>5,878.0 hours</td>
<td>$536,070</td>
<td>Mon - Fri: 6:00am - 12:00am; Sat - Sun: 6:30am - 9:00pm</td>
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<td>Valley 2</td>
<td>4,432.0 hours</td>
<td>$404,200</td>
<td>Mon - Fri: 6:30am - 6:00pm; Sat - Sun: 7:00am - 12:00am</td>
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<tr>
<td>Valley 3</td>
<td>256.0 hours</td>
<td>$23,350</td>
<td>Mon - Fri: 7:00am - 8:00am</td>
</tr>
<tr>
<td>Valley 4</td>
<td>256.0 hours</td>
<td>$23,350</td>
<td>Mon - Fri: 7:30am - 8:30am</td>
</tr>
<tr>
<td>Valley 7</td>
<td>768.0 hours</td>
<td>$70,040</td>
<td>Mon - Fri: 2:30pm - 6:00pm</td>
</tr>
<tr>
<td>Valley 8</td>
<td>1,280.0 hours</td>
<td>$116,740</td>
<td>Mon - Fri: 4:00pm - 9:00pm</td>
</tr>
<tr>
<td>Valley 9</td>
<td>730.0 hours</td>
<td>$68,580</td>
<td>Mon - Sun: 11:00am - 1:00pm</td>
</tr>
</tbody>
</table>

**Hailey**

<table>
<thead>
<tr>
<th>Hailey</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hailey 1</td>
<td>2,304.0 hours</td>
<td>$210,120</td>
<td>Mon - Fri: 8:00am - 5:00pm</td>
</tr>
</tbody>
</table>

**Red**

<table>
<thead>
<tr>
<th>Red</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red 1</td>
<td>1,238.0 hours</td>
<td>$112,910</td>
<td>Nov 26, 2020 - Apr 11, 2021: 8:30am - 5:00pm daily; Summer Music Festival (21 days): 4:00pm - 7:30pm</td>
</tr>
<tr>
<td>Red 2</td>
<td>428.0 hours</td>
<td>$39,030</td>
<td>Nov 26, 2020 - Apr 11, 2021: 8:30am - 5:00pm daily</td>
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**Bronze**

<table>
<thead>
<tr>
<th>Bronze</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bronze</td>
<td>968.0 hours</td>
<td>$88,200</td>
<td>Dec 12, 2020 - Apr 11, 2021: 8:30am - 4:30pm daily</td>
</tr>
</tbody>
</table>

**Silver**

<table>
<thead>
<tr>
<th>Silver</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Silver</td>
<td>1,438.5 hours</td>
<td>$131,190</td>
<td>Nov 26, 2020 - Apr 11, 2021: 8:00am - 8:30pm daily</td>
</tr>
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**Gold**

<table>
<thead>
<tr>
<th>Gold</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold</td>
<td>963.0 hours</td>
<td>$87,830</td>
<td>Dec 12, 2020 - Mar 28, 2021: 8:00am - 5:00pm daily</td>
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</table>

**Resort**

<table>
<thead>
<tr>
<th>Resort</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Resort</td>
<td>3,369.5 hours</td>
<td>$307,300</td>
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**Galena**

<table>
<thead>
<tr>
<th>Galena</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galena</td>
<td>322.0 hours</td>
<td>$29,370</td>
<td>Nov 26, 2020 - Feb 28, 2021 (47 service days): 9:00am - 4:00pm each service day</td>
</tr>
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</table>

**Total**

<table>
<thead>
<tr>
<th>Total</th>
<th>Service Hours</th>
<th>Cost/Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>32,952.5 hours</td>
<td>$3,009,900</td>
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### Income

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000</td>
<td>Federal Funding</td>
<td>$2,395,017</td>
</tr>
<tr>
<td>43000</td>
<td>Local Funding</td>
<td>$764,750</td>
</tr>
<tr>
<td>44000</td>
<td>Fares</td>
<td>$80,000</td>
</tr>
<tr>
<td>45000</td>
<td>Other Revenue</td>
<td>$79,650</td>
</tr>
<tr>
<td>47000</td>
<td>Private Donations</td>
<td>$1,000</td>
</tr>
<tr>
<td>48000</td>
<td>Transfer from Housing Fund</td>
<td>$15,000</td>
</tr>
<tr>
<td>49000</td>
<td>Interest Income</td>
<td>$3,000</td>
</tr>
<tr>
<td>50000</td>
<td>Excess Operating Funds</td>
<td>$942,042</td>
</tr>
<tr>
<td>42000</td>
<td>Total Income</td>
<td>$4,280,459</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>51000</td>
<td>Payroll Expenses</td>
<td>$2,404,666</td>
</tr>
<tr>
<td>52000</td>
<td>Insurance Expense</td>
<td>$135,730</td>
</tr>
<tr>
<td>53000</td>
<td>Professional Fees</td>
<td>$32,940</td>
</tr>
<tr>
<td>54000</td>
<td>Equipment/Tools</td>
<td>$9,180</td>
</tr>
<tr>
<td>55000</td>
<td>Rent and Utilities</td>
<td>$22,440</td>
</tr>
<tr>
<td>56000</td>
<td>Supplies</td>
<td>$38,000</td>
</tr>
<tr>
<td>57000</td>
<td>Repairs and Maint.</td>
<td>$33,000</td>
</tr>
<tr>
<td>58000</td>
<td>Communications Exp.</td>
<td>$49,758</td>
</tr>
<tr>
<td>59000</td>
<td>Travel and Training</td>
<td>$30,090</td>
</tr>
<tr>
<td>60000</td>
<td>Business Expenses</td>
<td>$11,700</td>
</tr>
<tr>
<td>61000</td>
<td>Advertising</td>
<td>$20,000</td>
</tr>
<tr>
<td>62000</td>
<td>Mrktg and Promotion</td>
<td>$21,000</td>
</tr>
<tr>
<td>63000</td>
<td>Printing and Repr.</td>
<td>$13,000</td>
</tr>
<tr>
<td>64000</td>
<td>Fuel Expense</td>
<td>$318,912</td>
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<tr>
<td>65000</td>
<td>Vehicle Maintenance</td>
<td>$198,000</td>
</tr>
<tr>
<td>69500</td>
<td>Contribution to Fund Balance</td>
<td>$942,042</td>
</tr>
<tr>
<td>62000</td>
<td>Total Expense</td>
<td>$4,280,459</td>
</tr>
</tbody>
</table>

**Net Surplus (Deficit)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Income - Expenses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Net Surplus (Deficit)</strong></td>
<td>$</td>
</tr>
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</table>
Recommendation To Enter into Contract 20532
for Services with Blaine County Housing Authority (BCHA)

Recommendation and Summary
Staff is recommending the council approve the contract with Blaine County Housing Authority and adopt the following motion:

“I move to authorize the Mayor to sign Contract 20532 with Blaine County Housing Authority.”

The reasons for the recommendation are as follows:
- The City contracts with Blaine County Housing Authority to manage the community housing inventory in Ketchum.
- The funding was approved in the FY21 adopted budget

Introduction and History
Each year the City of Ketchum provides funding to the Blaine County Housing Authority (BCHA) for services related to the development and preservation of community housing for low and moderate income households. The proposed contract provides the scope of work and method for payment of services.

Analysis
The scope of work is primarily the same as last year. BCHA staff has reviewed and agrees with the scope of work for FY21.

Sustainability
This contract furthers our community housing goals

Financial Impact
The cost for services is $75,000, the same amount as last year. Payment is made in two installments at the beginning of the fiscal year and at mid-year. The Fiscal Year 2021 Budget includes funding for the proposed services in the In-Lieu Housing Fund.

Attachment
Attachment A: Proposed Contract 20532
INDEPENDENT CONTRACTOR AGREEMENT 20532

THIS AGREEMENT made and entered into this ___ day of __________, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as “Ketchum”) and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority (hereinafter referred to as “BCHA”).

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

2. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

3. BCHA has proposed to provide services to Ketchum related to the management and preservation of community housing for low and moderate income households. BCHA will perform the Scope of Services, as attached hereto as Exhibit “A”.

4. By executing the Scope of Services, BCHA oversees and administers the terms of the deed covenants for sixty (60) ownership units and six (6) rental units within Ketchum. The long-term affordability ensured by each deed covenant is essential to maintaining the supply of affordable housing available to the city’s workforce.

5. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

6. Ketchum has appropriated funds for the administration of the Community Housing deed covenants within Ketchum and to perform the Scope of Work in Exhibit A in the amount of $75,000.

7. It is the intention of Ketchum to contract with BCHA to provide such services for consideration as hereinafter provided.

8. BCHA desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. SERVICES RECEIVED. BCHA agrees to provide those services described in Exhibit “A”, as an independent contractor.
2. **TERM.** The term of this Agreement shall commence on the 1st day of October, 2020, and shall terminate on the 30th day of September, 2021.

3. **CONSIDERATION.** In consideration for providing the professional services as herein provided, Ketchum agrees to pay to BCHA the total sum of seventy thousand dollars ($75,000) payable in two installments: the first 50% in the amount of $37,500 on or before December 1, 2020; and the second 50% in the amount of $37,500 on or before March 31, 2021. Provided the reports and documentation as outlined in Exhibit “A” are received.

4. **REPORTING.** BCHA shall report to Ketchum City Council bi-annually via e-mail on how each identified service in Exhibit “A” is being performed.

5. **NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

   - City Administrator: Ketchum City of Ketchum
   - Executive Director: Post Office Box 2315
   - BCHA: Post Office Box 4045
   - Ketchum: Ketchum, ID 83340
   - Ketchum: Ketchum, ID 83340

6. **EQUAL EMPLOYMENT OPPORTUNITY.** BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. **TERMINATION.** Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days’ written notice to BCHA. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days’ written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

8. **NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred by BCHA to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

9. **HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA’s obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of BCHA’s activities and obligations as set forth
hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY
By

__________________
Nathan Harvill
Executive Director

CITY OF KETCHUM
By

__________________
Neil Bradshaw
Mayor

ATTEST:
By

__________________
Robin Crotty
City Clerk
EXHIBIT A

Blaine County Housing Authority
FY 2020/21 Scope of Work

Goal:  Ketchum shall be home to a diverse social and economic population

Services to be Performed:

**Housing**
- Manage deed restricted rental and for purchase housing in Ketchum by maintaining an accurate, up-to-date, database of qualified applicants for community housing units and updating applicant information on a quarterly schedule to keep database current. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable deed covenants; (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- Open the eligibility application process at least once a year and provide the database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing.
- Match buyers and renters to available community housing units managed by BCHA on behalf of the City of Ketchum based on applicable priorities. Continue providing employees working within the City of Ketchum priority for placement in community housing units in the City of Ketchum.
- Assist the City of Ketchum in exploring options for generating revenue from the community housing rental units located within the city of Ketchum.
- Inform the City of Ketchum within 10 days of any request that may result in a change or removal of the deed restriction of a Ketchum community housing and if a unit in the City of Ketchum inventory is threatened by foreclosure.
- Present options to the Ketchum City Council on strategies BCHA can undertake to generate revenue and become more self-sustaining without reducing the current deed restricted housing stock in the City of Ketchum. Provide information to the City of Ketchum by March 3, 2021.
- Participate in discussion and exploration with the City of Ketchum on new models and approaches to providing workforce housing that may not be restricted by income levels.

**Outreach and Communication**
- Promote, Advocate, and Develop policies which will increase the supply of affordable housing options within the City of Ketchum for the full-time residents of thereof.
- Provide Fair Housing education and outreach for home purchasers, lenders, realtors, home ownership association, landlords, tenants, developers, and other housing stakeholders.
- Annually survey existing occupants of deed restricted housing to identify service and quality assurance issues. Develop a process to improve relations between market rate and deed restricted residents when located in the same building complex. Provide a report on the results of the survey to the City of Ketchum by Spring 2020.
• Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants’ rights, and loan modification and foreclosure prevention counseling.

• Implement a Limited English Proficiency Plan to reach Spanish speaking population.

• Act as liaison between tenants and owners of community housing units and market rate tenants and owners to resolve issues and disputes between the parties, related to deed covenant restrictions administered by BCHA. Provide proactive solutions to the issues and keep the City of Ketchum informed of issues and measures BCHA is taking to resolve issues.

**Administration**

• On an annual basis, assist the City of Ketchum Planning and Building Department to prepare the methodology for calculating the housing in-lieu fee and present to Ketchum City Council for approval.

• Update the BCHA Community Housing Guidelines as needed and provide them to jurisdictions served.

• Provide information regarding local housing needs based on demographic trends and statistical analysis of current conditions with input from employers.

• Track trends in demographics and preferences based on database information.

• Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Provide services of a certified Home Counselor. Such programs result in community home applicants who are ready and able to purchase for-sale units.

**Measurements:**

• Report to Ketchum City Council bi-annually via email on the progress and how each identified service bullet is being accomplished.

• Provide the City of Ketchum a housing inventory report of all units managed by BCHA within the City of Ketchum to include the location of unit, if the unit is ownership or rental, level of affordability of the unit, the length of time the occupant has been in the unit, the selection process for the occupant, and the length of time the occupant was on the BCHA waiting list. Such report should be provided to the City of Ketchum in March 3, 2021.
October 5, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20533 For Prosecution of City Misdemeanors
With Frederick C. Allington, Esq.

Recommendation and Summary
Staff is recommending the council approve the annual contract with Frederick Allington and adopt the following motion:

“I move to authorize the Mayor to sign Contract 20533 with Frederick Allington.”

The reasons for the recommendation are as follows:

• Ketchum contracts with Frederick Allington for prosecution services
• The funding was approved in the FY21 adopted budget

Introduction and History
The City contracts with Frederick C. Allington, Esq. for the prosecution of City misdemeanors initiated by the Police Department, Code Enforcement, and other city staff.

Analysis
The proposed amount for the contract is $45,239. The contract supports the activities of the Police Department and Code Enforcement Team.

Sustainability
No impact.

Financial Impact
The cost for services is $45,239 for the year and funding comes from the Legal Services Department budget. The Fiscal Year 2021 approved budget has necessary funding for the proposed services.

Attachment
Attachment A: Proposed Contract 20533
AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS 20533

AGREEMENT made this _____ day of ___________, 2020, between
FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF KETCHUM, IDAHO, (hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of one of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of one of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City’s payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

   A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from magistrate to district court.

   B. In addition, Attorney agrees to provide the City with the following specific services:

      (1) Render legal advice, when requested, to the City’s police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as
is possible) regarding all police matters relating to criminal law and criminal procedure; and

(2) Office consultation with City’s police officers concerning the filing of charges; and

(3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and

(4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and

(5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and

(6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencings; and

(7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and

(8) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association’s Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2020 through the 30th day of September, 2021.
3. COMPENSATION

A. Compensation per year of FORTY FIVE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS ($45,239) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2020 through September 30, 2021.

B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the first day of each and every month commencing on October 1, 2020.

C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the Cities to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. COSTS OF PROSECUTION. City is responsible to pay directly any and all costs of prosecution of their respective cases, including, but not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars ($100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.
6. CONFLICT OF INTEREST.

A. To the extent that a conflict of interest arises due to a criminal defendant’s employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.

B. To the extent that a conflict of interest arises due to a criminal defendant’s position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.

C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. DISCRETION. Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. COMPLIANCE WITH LAWS. The Attorney agrees to comply with all federal, state, city and local laws, rules and regulations.

9. TERMINATION OF AGREEMENT.

A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:

   (1) A finding by the City, after considering the Attorney’s response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City’s notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.

B. The City may terminate this Agreement immediately upon Attorney’s:
(1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or

(2) Disbarment or suspension of Attorney’s license to practice law in the State of Idaho.

C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. **MAINTENANCE, STORAGE AND ACCESS OF RECORDS.** Attorney shall maintain the case files until they are closed by conviction, acquittal, dismissal or until the probationary term has expired (whichever comes later). Case files shall be stored in file cabinets that are not accessible to the public.

11. **PHONE ACCESS AND INTERNET ACCESS.** Attorney shall maintain a secure phone system and computer system.

12. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.

13. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.

14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

15. **ATTORNEYS’ FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys’ fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys’ fees and costs on appeal.

16. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
17. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.

18. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

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

20. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.

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

22. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.

23. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims which arise or result from the Attorney’s handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney’s involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term “claims” as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

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

ATTORNEY:       CITY OF KETHUM, IDAHO

_____________________________    _____________________________
Frederick C. Allington      The Honorable Neil Bradshaw,
Mayor

AGREEMENT FOR PROSECUTION
Page 6
October 5, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20531 with Sun Valley Economic Development

Recommendation and Summary
Staff is recommending the council approve the annual contract with Sun Valley Economic Development (SVED) and adopt the following motion:

“I move to authorize the Mayor to sign Contract 20531 with Sun Valley Economic Development.”

The reasons for the recommendation are as follows:
• The City contracts with SVED for specific services as identified in the contract.
• The funding was approved in the FY21 adopted budget

Introduction and History
The proposed contract is consistent with the last several years as it relates to the scope of associated services.

Analysis
SVED provides the City with specific support and analysis for the attraction, retention, and support of businesses within the community.

Sustainability
Approval of contract will assist with the economic sustainability of our community.

Financial Impact
The cost for services is $9,000 for the year and funding will be allocated from the Non-Departmental Account within the approved FY21 budget.

Attachments
Attachment A: Proposed Contract 20531
CONTRACT FOR SERVICES 20531
(City of Ketchum and Sun Valley Economic Development)

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this ____ day of __________, 2020, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as “Ketchum”) and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as “SVED”).

RECITALS

A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;

B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

E. SVED is experienced in providing economic development support for the advancement of the trade, commerce, and industry of the tourism-based economy of Ketchum;

F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;

H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;

I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:
1. **Consideration.** In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of nine thousand dollars ($9,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.

2. **Term.** Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2020, until September 30, 2021.

3. **Scope of Services.** SVED shall provide the services presented in attachment A to this contract.

4. **Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.**
   
   a. **Budget.** Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2020 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2020/21 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.

   b. **IRS Filings.** Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.

   c. **Financial Accounting and Reporting Requirements.** SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED’s financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.

   d. **General Requests.** Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.

   e. **Retention of Records.** SVED agrees to retain all financial records, supporting
documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2021.

6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.


a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum
PO Box 2315.
Ketchum, Idaho 83340

Sun Valley Economic Development
PO Box 3893
Ketchum, ID 83340

All notices of changes of addresses shall be sent in the same manner.

b. Termination. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED’s services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of
expenditures authorized by this Agreement as of the effective date of termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.

c. **Independent Contractor.** Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED’s payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

d. **Compliance With Laws/Public Records.** SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.

e. **Non-assignment.** This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.

f. **Hold Harmless Agreement.** SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.

g. **Entire Contract.** This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

h. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
i. **No Third Party Beneficiaries.** This Agreement shall not create any rights or interest in any third parties.

j. **Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

k. **Severability.** If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

l. **Preparation of Contract.** No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

m. **No Waiver.** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

n. **Attorney’s Fees.** In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal.

o. **Conflicting of Interest.** No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

**CITY OF KETCHUM**

_______________________   ______________________________________
   Neil Bradshaw, Mayor    Harry Griffith, Director

ATTEST: ______________________________
   Robin Crotty, City Clerk

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## ANNUAL PERFORMANCE CRITERIA

<table>
<thead>
<tr>
<th>Performance Objective Number</th>
<th>Action Plan Category</th>
<th>Performance Criteria</th>
<th>Target Date for Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Deliver improved annual economic profiles</td>
<td>15-Sep-20</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Activate Housing Ready Team 3+ times</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>3</td>
<td>Business Attraction, Expansion, Retention and/or Creation</td>
<td>Support business response &amp; recovery from Covid19</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Introduce/proposal 5 State/Local incentive programs to help local businesses</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Participate in/Develop Talent Pipeline Mgmt program(s)</td>
<td>15-Sep-20</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Develop rural relocation attraction/welcome program</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Secure certificate of occupancy for culinary institute opening</td>
<td>30-Mar-20</td>
</tr>
<tr>
<td>8</td>
<td>Place Making</td>
<td>Provide strategic and/or analytical support for 3 community events</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>9</td>
<td>Training</td>
<td>Conduct a minimum of 2 annual conversations with each City government/representative</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>10</td>
<td>Training</td>
<td>Attend 2 Southern Idaho Economic Development &amp; 2 Idaho Economic Development Association events</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>11</td>
<td>Training</td>
<td>Participate in 5 Virtual Roundtables or other Commerce training activities</td>
<td>30-Dec-20</td>
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<tr>
<td>12</td>
<td></td>
<td>Visit 10 existing or new member businesses per month</td>
<td>30-Dec-20</td>
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<tr>
<td>13</td>
<td></td>
<td>Secure 5 new members for year</td>
<td>30-Dec-20</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Maintain YE membership at 115</td>
<td>30-Dec-20</td>
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<tr>
<td>15</td>
<td></td>
<td>Deliver positive YE operating income, along with budgeted Forum &amp; Summit outcomes</td>
<td>30-Dec-20</td>
</tr>
</tbody>
</table>
October 5, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to provide direction and action on Right-of-Way Encroachment Agreement 20528 with Idaho Power for placement of underground power lines in Little Park or in the City Right-of-Way

Recommendation and Summary
Staff is requesting Council direction and action on one of two options related to Encroachment Agreement 20528 and adopt the following motion:

“I move to authorize the Mayor to sign Encroachment Agreement 20528 with Idaho Power subject to the decision made at the October 5, 2020 meeting.”

The reasons for the recommendation are as follows:
• An encroachment into city property or right of way is necessary to facilitate an upgrade to the property at 511 Walnut.
• Currently there is an underground line across Little Park servicing 511 Walnut with no agreement in place
• Two options exist for facilitating the upgrade to 511 Walnut, one option is across Little Park, another is within the city right of way.

Introduction and History
The property at 511 Walnut Street is undergoing a remodel that requires an upgrade to the electrical service to the property. Currently, there is a line connecting the property to the Idaho Power system that traverses Little Park along the north property line of the Park (Attachment A). There is no record of any agreement between the City, Idaho Power or 511 Walnut authorizing the connection line to be in Little Park.

There are two options to facilitate the electrical upgrade to the property:

• Reconstruct the power line traversing Little Park locating the line 5’ from the north property line. The scope of work would require upgrading the existing padmount transformer to add capacity and then trenching a two-foot wide trench at 32” minimum depth within the north 5’ of the property to 511 Walnut property and installing new service conductors. This would cost $10,000 (Attachment C).

• Provide power from the north of 511 Walnut. The scope of work would require a 3” bore under Walnut at 42” in depth for a distance of 145’, trenching along the street right of way to the power source and into the new meter location and pulling in new secondary and service conductors. This would cost $17,000 (Attachment D).

Analysis
Staff is requesting Council direction on the preferred option for providing power to the project at 511 Walnut. Allowing trenching and power connections to private property through a city park is unusual and could limit future improvements in the park. The typical method for installing Idaho Power connections occurs within the...
public right of way. The difference in cost between trenching in Little Park and trenching in the public right of way is $7,000. The property owner would incur the cost of the work.

Staff is requesting Council direction on the preferred approach. Depending on the Council decision, the Agreement will be modified to reflect the decision.

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

Attachments:
Attachment A: Vicinity Map
Attachment B: Encroachment Agreement 20528
Attachment C: Option 1: Trenching in Little Park
Attachment D: Option 2: Trenching in Right of Way
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20528

THIS AGREEMENT, made and entered into this _____ day of ______, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and __________________, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of describe improvements. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

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

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install power infrastructure identified in Exhibit “A” within describe location, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors
or employees and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner’s expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

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

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.
Right-Of-Way Agreement – Idaho Power
Page 3

OWNER: CITY OF KETCHUM:

By: ____________________________  By: ____________________________
______________________________ ____________________________

STATE OF ____________, )
) ss.
County of ___________. )

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

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

_____________________________
Notary Public for _______________
Residing at _____________________
Commission expires _____________

STATE OF IDAHO )
) ss.
County of Blaine )

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

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

_____________________________
Notary Public for _______________
Residing at _____________________
Commission expires _____________
511 WALNUT LLC - 511 N WALNUT AVE/KET  NEW UG SECONDARY & SVC

INSTALL UNDERGROUND SERVICE IN 3" CONDUIT FROM TRANSFORMER AE16

TO NEW METER LOCATION ON ADDITION AT HOME.

Surveyed or GPS: GPS
Pre-Built Date: ----
Construction Date: ----
Operating Voltage: 7.2kV

FDR By: ----
Date: ----
ArcFM By: ----
Date: ----

Feeder Map File Name: KCHM1301

State: 04N
County: Blaine

Scale: 1" = 40

Job Title: 511 WALNUT LLC - 511 N WALNUT AVE/KET  NEW UG SECONDARY & SVC

Additional Description: INSTALL UNDERGROUND SERVICE IN 3" CONDUIT FROM TRANSFORMER AE16

Additional Description: TO NEW METER LOCATION ON ADDITION AT HOME.

IDaho POWER Co. WORK ORDER MAP
Job Title: 511 WALNUT LLC - 511 N WALNUT AVE/KET NEW UG SECONDARY & SVC

Additional Description: INSTALL UNDERGROUND SECONDARY CONDUCTOR IN 3" CONDUIT ACROSS WALNUT TO 511 WALNUT @ 42" MINIMUM DEPTH VIA BORING.

Surveyed or GPS: GPS  Joint Use Attachment: NO
Pre-Built Date: ----  Built as Designed: ----
Construction Date: ----  Operating Voltage: 7.2kV
FDR By: ----  Date: ----
ArcFM By: ----  Date: ----

Feeder Map File Name: KCHM1301
State ID 1
County Blaine

SCALE: 1" = 40