



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Monday, April 19, 2021, 4:00 PM

480 East Avenue, North, Ketchum, Idaho

AMENDED

Agenda

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at ketchumidaho.org/meetings or observe the meeting live outside of the building.

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

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- MOTION TO APPROVE THE AMENDED AGENDA AS POSTED
- 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 \$275,362.39 as presented by Shellie Rubel, Interim Treasurer.
 3. Monthly Financial State of the City - Shellie Rubel, Interim Treasurer
 4. Recommendation to approve Encroachment Agreement 20593 with Idaho Power for installation of equipment on Topaz Street--Suzanne Frick, Director of Planning and Building
 5. Recommendation to authorize the Mayor to sign Encroachment Agreement #20617 with CenturyLink - Sherri Newland, City Engineer
 6. Authorization for Mayor to sign Encroachment Agreement \$#20618 with Don Dickerson - Sherri Newland, City Engineer
 7. Recommendation to approve Exceedance Agreement 20595 for Walnut and 4th Street development project--Suzanne Frick, Director of Planning and Building
 8. Recommendation to approve contract with DC Engineering for preliminary backup power to Northwood Well - Pat Cooley, Water Division Supervisor
 9. Recommendation to approve proposal from KOCH's Tennis Court Services - John Kearney, Director of Recreation
 10. Recommendation to approve City Council Findings of Fact, Conclusions of Law and Decision on Warm Springs Ranch Development and Rezoning Agreement 20609, Large Block Preliminary Pat P21-010 and Subdivision Preliminary Plat for Block 1 P21-001--Suzanne Frick, Director of Planning and Building
 11. Recommendation to enter into an Interlocal Contract for Cooperative Purchasing - Bill McLaughlin, Fire Chief

- 12. Recommendation to authorize purchase of Wildland Firefighting Equipment from Idaho Department of Lands - Bill McLaughlin, Fire Chief
- 13. Recommendation to approve Task Orders #7 and #8 for Contract #20477 with CSHQA for A&E Development for the New City Hall - Jade Riley, City Administrator
- 14. **Recommendation to approve amended Agreement #20613 for Sun Valley Road transfer - Jade Riley, City Administrator**
- NEW BUSINESS (no public comment required)
 - 15. Presentation of Ketchum Greenhouse Gas Inventory - Sharon Patterson Grant, KSAC
 - 16. ACTION ITEM: Recommendation to enter into contract with HME Inc. to purchase a fire engine - Bill McLaughlin, Fire Chief
 - 17. **ACTION ITEM: Consideration and adoption of Ketchum Public Health Emergency Order 21-01 - Neil Bradshaw, Mayor**
 - 18. Discussion and direction to staff on Wagon Days, Ketch'em Alive and Jazz in the Park - Lisa Enourato, Public Affairs & Administrative Services Manager
 - 19. ACTION ITEM: Recommendation to approve Contract Amendment #1 with Core/Headwaters LLC to incorporate general contractor services for the new city hall - Jade Riley, City Administrator
 - 20. ACTION ITEM: Review and Approval of FY22 Budget Development Process and Associated Calendar - Jade Riley, City Administrator
 - 21. **ACTION ITEM: Lease Termination and Settlement Agreement for 191 Fifth Street West (second floor), Ketchum, Idaho - Jade Riley, City Administrator**
- EXECUTIVE SESSION
 - 20. **Executive Session to Communicate with Legal Counsel on litigation pursuant to 74-206(1)(f)**
- ADJOURNMENT

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

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

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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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD			
NBS-NATIONAL BENEFIT SERVI	CP280953	FSA	737.74
NBS-NATIONAL BENEFIT SERVI	CP280953	FSA	163.62
NBS-NATIONAL BENEFIT SERVI	CP280953	FSAROLL	539.49
01-3700-3600 REFUNDS & REIMBURSEMENTS			
ROTARY BREWFEST	041421 REFU	Inv#3871 refund street banner	175.00
ROTARY BREWFEST	041421 REFU	Inv# 3108 refund special event	1,260.00
EVENTS SOLUTIONS	210409 REFU	Refund cancelled event/park reservation	150.00
Total :			3,025.85
LEGISLATIVE & EXECUTIVE			
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	216.46
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	19.85
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
ABC STAMP	0550798	Name Plate - Hamilton	18.87
01-4110-3200 OPERATING SUPPLIES			
US BANK	6235 032521	Zoom	199.90
Total LEGISLATIVE & EXECUTIVE:			455.08
ADMINISTRATIVE SERVICES			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	1,895.71
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	52.65
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	35.35
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Vision	596.36
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	154491	Envelopes	45.00
COPY & PRINT, L.L.C.	106316	Folders	40.14
COPY & PRINT, L.L.C.	106317	Office Supplies	35.99
COPY & PRINT, L.L.C.	107267	Calculator - Victor 1460-4	182.99
COPY & PRINT, L.L.C.	7247	Stamp & flags	19.98
TREASURE VALLEY COFFEE INC	2160 07391773	Spring Water	15.90
US BANK	6235 032521	Sid arts	20.00
US BANK	6235 032521	Duct tape	5.99
US BANK	6235 032521	Prmiavera plants and flowers	91.00
US BANK	6235 032521	Redform notebooks	8.64

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	108735	Caselle Support & Maintenance for 5/21	2,204.00
US BANK	2745 032521	Wills Toyota fob for Rav	361.45
WINDYCITY ARTS, INC.	2021-201	2 24x36 plasicade	645.00
BACKGROUND INVESTATION B	CIT025040121-	Background Checks	35.90
WESTERN RECORDS DESTRUCT	534458	March Records Destruction	45.00
VALLEY TEMP SERVICES INC	6934	Temporary help clerk's office	409.50
VALLEY TEMP SERVICES INC	6935	Temporary help clerk's office	819.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196	10002196 033121	1,352.69
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	6235 032521	Remotepc yearly	29.50
01-4150-5100 TELEPHONE & COMMUNICATIONS			
SYRINGA NETWORKS, LLC	21APR0361	21APR0361	3,000.00
US BANK	2745 032521	8x8, Inc	2,482.19
COX WIRELESS	047131901 032	047131901 032521	109.50
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	17844	Computer Support	6,806.70
01-4150-5150 COMMUNICATIONS			
US BANK	6235 032521	Constant Contact monthly	9.50
US BANK	6235 032521	Mailchip monthly	87.99
US BANK	6235 032521	Facebook, Shutterstock Advertising	213.61
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001401183	960 032621	52.20
CLEAR CREEK DISPOSAL	0001401917	2367 032621	70.20
CLEAR CREEK DISPOSAL	0001402086	2367 032621	80.20
Total ADMINISTRATIVE SERVICES:			21,859.83
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 033121	General Services 24892R 033121	15,500.00
Total LEGAL:			15,500.00
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	22.45
01-4170-4200 PROFESSIONAL SERVICES			
LOGAN SIMPSON DESIGN INC	27618	Historic Preservation Plan Update	2,700.00
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	4012021	March 2021 Building Permit Fees	26,746.72
01-4170-6910 OTHER PURCHASED SERVICES			
US BANK	0568 032521	Advertising for on-line Planner	300.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PLANNING & BUILDING:			29,769.17
NON-DEPARTMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	4553	Parking Lot Rent - February 2021	3,000.00
URBAN RENEWAL AGENCY	4624	Parking Lot Rent - March 2021	3,000.00
URBAN RENEWAL AGENCY	4673	Parking Lot Rent - April 2021	3,000.00
Total NON-DEPARTMENTAL:			9,000.00
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	27.47
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2104-755494	Large Woder Grip Nitrile Glove, Large Caiman Glove	30.98
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	962877	38950 033121	127.20
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	24247	2nd Street Parking Sidewalk	50.00
BIG WOOD LANDSCAPE, INC.	24248	4th Street Spruce to Walnut	50.00
BIG WOOD LANDSCAPE, INC.	24249	6th Street & Leadville	50.00
BIG WOOD LANDSCAPE, INC.	24250	Cimino Park	50.00
BIG WOOD LANDSCAPE, INC.	24251	City Maintenance Yard	50.00
BIG WOOD LANDSCAPE, INC.	24252	Forest Service Park	50.00
BIG WOOD LANDSCAPE, INC.	24253	KTS Exterior Sidewalks	50.00
BIG WOOD LANDSCAPE, INC.	24254	KTS Interior	50.00
BIG WOOD LANDSCAPE, INC.	24255	Ore Wagon Museum	50.00
01-4194-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001401185	960 032621	253.50
CLEAR CREEK DISPOSAL	0001404411	56339 032621	137.00
IDAHO POWER	2203313446 04	2203313446 040921	5.31
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0129106-IN	Monthly Janitorial Services	5,228.12
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2104-754461	1x8-12 #2 ESLP Gorman Shop, 10' x 12' Tarp BRN/GRN	32.63
SAWTOOTH WOOD PRODUCTS, I	0000125464	Trimmer Power Head and Battery	494.98
US BANK	2022 032521	Spot sprayer 26 gallon	141.48
US BANK	2022 032521	Garbage graber, reacher	59.96
US BANK	2022 032521	Pressure washer attachment and cleaner	80.97
US BANK	2022 032521	Pruning saw with scabbard	91.74
US BANK	2022 032521	Pressure Washer	291.18
US BANK	2022 032521	Steel pruning sheers	64.90
Total FACILITY MAINTENANCE:			7,517.42
POLICE			
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	9.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4210-3620 PARKING OPS EQUIPMENT FEES			
CALE AMERICA, INC.	163349	March Active Meters	165.00
OMNI PARK	122792	Omni Park Software Upgrade	737.00
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	17845	BCSO - Monthly maintenance	1,005.75
Total POLICE:			1,917.55
FIRE & RESCUE			
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	2,441.37
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	2,485.32
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	68.35
01-4230-2530 EMPLOYEE MEDICAL SERVICES			
ST. LUKES HEALTH SYSTEM	2603535	Hep B Shots	155.83
01-4230-3200 OPERATING SUPPLIES FIRE			
DAVIS EMBROIDERY INC.	37450	Embroider Services	112.00
GEM STATE PAPER & SUPPLY	1047229-01	J-Fill GP Forward Cleaner	73.33
GEM STATE PAPER & SUPPLY	1047690	Paper supplies	58.75
KETCHUM KITCHENS	220000178864	Gold Tone Filter (Coffee Filter)	6.48
UNITED STATES POSTMASTER	966 040121	Box 966	74.00
US BANK	4977 032521	GOtoMeeting Login	9.50
US BANK	4977 032521	Amazon Carbon Monoxide Detector, tags	6.98
US BANK	4977 032521	Amazon Carbon Monoxide Detector, tags	46.11
US BANK	4977 032521	SimsuShare.com	9.00
SHETLER, JOANN	500	SEAMSTRESS	298.00
01-4230-3210 OPERATING SUPPLIES EMS			
GEM STATE PAPER & SUPPLY	1047229-01	Paper Supplies	73.33
GEM STATE PAPER & SUPPLY	1047690	Paper Supplies	58.75
KETCHUM KITCHENS	220000178864	Gold Tone Filter (Coffee Filter)	6.47
NORCO	31735851	52355 033121	36.27
NORCO	31736922	54794 033121	229.40
UNITED STATES POSTMASTER	966 040121	Box 966	74.00
US BANK	4977 032521	Amazon Dog Rescue Equipment	137.86
US BANK	4977 032521	Simsushare.com	9.00
US BANK	4977 032521	GotoMeeting login	9.50
HENRY SCHEIN	91799444	Medical Supplies	330.96
HENRY SCHEIN	91815872	Drugs	590.15
01-4230-4910 TRAINING EMS			
US BANK	4977 032521	Bureau of EMS Preparedness Keith Potter ALS Recert	26.75
US BANK	4977 032521	American Heart Shop EMS Training Supplies	475.89
PETZL AMERICA	OC632917	Technical Rescue Equipment - Falcon Mtn 1 Harness, Falcon Mtn 2 Harness, Chest Harness Top	2,362.40
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 04	2224210258 040721	58.84
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
INTERSTATE BATTERY CENTER	27087545	Batteries	124.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	4977 032521	National Product Unpkd Ram Sing. Swng Arm w/no Ball Base	112.94
US BANK	4977 032521	Garmin	53.00
US BANK	4977 032521	Amazon USB Charger Cable Adapters, Surface USB-C Charging Cable	47.59
US BANK	4977 032521	National Product Credit for Ram Sing. Socket	35.75-
US BANK	4977 032521	Teds Photo Video GPS	318.47
US BANK	4977 032521	National Products Ram Sing. Socket Arm w/Octagon Female	44.03
US BANK	4977 032521	SonicWall Firewall	132.50
TOM ANCONA	001	MDC Installation	330.00

01-4230-5110 TELEPHONE & COMMUNICATION EMS

INTERSTATE BATTERY CENTER	27087545	Batteries	124.50
US BANK	4977 032521	Amazon USB Charger Cable Adapters, Surface USB-C Charging Cable	47.59
US BANK	4977 032521	National Product Credit for Ram Sing. Socket	35.75-
US BANK	4977 032521	Teds Photo Video GPS	318.46
US BANK	4977 032521	Garmin	52.99
US BANK	4977 032521	National Product Unpkd Ram Sing. Swng Arm w/no Ball Bse	112.94
US BANK	4977 032521	SonicWall	132.50
US BANK	4977 032521	National Products Ram Sing. Socket Arm w/Octagon Female	44.02
TOM ANCONA	001	MDC Installation	330.00

01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE

ALSCO - AMERICAN LINEN DIVI	LBOI1885231	5109 041221	10.14
CHATEAU DRUG CENTER	04052021	Shop Supply Lubricant	7.59
CHATEAU DRUG CENTER	2368176	Taoe Dispenser for Tool Room	15.19
RIVER RUN AUTO PARTS	6538-164499	Cold -Ck Ant. Tester Shop Supply	11.95
TERRITORIAL SUPPLIES INC.	14563	Red LED Light W/O Bezel for E1	176.30

01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS

ALSCO - AMERICAN LINEN DIVI	LBOI1885231	5109 041221	10.14
RIVER RUN AUTO PARTS	6538-164010	Fuel Filter for A22	52.95
RIVER RUN AUTO PARTS	6538-164499	Cold-CK Ant. Tester Shop Supply	11.95

01-4230-6100 REPAIR & MAINT--MACHINERY & EQ

MUNICIPAL EMERGENCY SERIC	IN1566356	SCBA Flow Test- Annual	2,150.00
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01-4230-6900 OTHER PURCHASED SERVICES FIRE

IDAHO DEPT. OF HEALTH & WEL	8507153	Background Check - John Polcari	65.00
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Total FIRE & RESCUE:

15,090.33

STREET

01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	1,775.00
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01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	50.68
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01-4310-3200 OPERATING SUPPLIES

A.C. HOUSTON LUMBER CO.	2104-757520	1/4 Pin Punch	5.69
A.C. HOUSTON LUMBER CO.	2104-758134	2 Gal Gas Can	21.99
BUSINESS AS USUAL INC.	154296	Pens / Office Supplies	78.90
CHATEAU DRUG CENTER	2367164	Lotion, Faucet Filter	85.84
D & B SUPPLY INC.	19051	Mac's Work Pants	154.97
FASTENAL COMPANY	IDJER95805	Shop Safety - N95 Face Masks	21.30
FASTENAL COMPANY	IDJER95806	Shop Safety - AAA Precell Alk Battery	10.69
FASTENAL COMPANY	IDJER95863	Shop Safety - 15'x19' HWUnv Pad 100/ct	144.78
FASTENAL COMPANY	IDJER96035	Shop Bolt Stock	15.27

Vendor Name	Invoice Number	Description	Net Invoice Amount
GEM STATE PAPER & SUPPLY	1047150	Clorox Disinfectant Wipes	64.68
NAPA AUTO PARTS	051407	Jack Shop Tools	199.00
NAPA AUTO PARTS	051601	Welding	30.58
NAPA AUTO PARTS	052311	Butt Connectors, Ring Terminal	35.04
NORCO	31570562 (1)	53271 031021 Was pd Under #66196295	138.46
NORCO	31603708	53271 031521	151.83
NORCO	31614580	53271 031621	158.88
US BANK	2022 032521	Lysol disinfecting wipes	10.98
01-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2104-754762	1 Gal Plastic Gas Can Street Use, 2 Gal Pump Sprayer	78.97
CLEARWATER POWER EQUIPME	3761	Power Broom for Asphalt Patching	849.98
NAPA AUTO PARTS	051465	Coupler Pressure Washer	31.70
01-4310-3500 MOTOR FUELS & LUBRICANTS			
WEX BANK	70969442	0464-00-747801-9 - Sinclair Fuel	71.85
UNITED OIL	962724	37269 033121	1,792.16
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
BRIAN SCHROEDER	MILEAGE REI	Mileage Reimbursement for Flagger Certification at Twin Falls Highway District	85.32
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
COLOR HAUS, INC.	244440	Z-Pro Chip Brush 4"	28.74
NAPA AUTO PARTS	051701	Core Deposit #43 Ford Ranger	38.50-
US BANK	2022 032521	Truck bed liner kit	239.96
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
IDAHO LUMBER & HARDWARE	854774	Bolts	9.16
METROQUIP, INC.	P08828	Plate Sealing, Boot Blower	46.50
NAPA AUTO PARTS	051319	Hood Lift Support #47 Crewcab	53.58
NAPA AUTO PARTS	051512	ABS Diff SP Sensor #18 Flatbed	21.14
NAPA AUTO PARTS	051646	Battery Charger #5 Dump Truck	46.99
NAPA AUTO PARTS	052652	Battery Terminal, Left Elbow-Neg #18 Flatbed	33.56
RIVER RUN AUTO PARTS	6538-164509	Belts,Poly Rib Belt #31 Eagle Sweeper	45.07
WHITE CLOUD COMMUNICATIO	99079	Antenna for 2way Radio #50 F550 Flatbed	57.00
JACKSON GROUP PETERBILT	242021	Step Asm #19 Geovac	457.92
JACKSON GROUP PETERBILT	242127	Valve-PP-DC #19 Geovac	125.21
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11882968	5292 040221	38.87
ALSCO - AMERICAN LINEN DIVI	LBO11884787	5831 040921	38.87
NORCO	31735929	53271 033121	234.05
TREASURE VALLEY COFFEE INC	2160 07352229	COFFEE and Tea	64.05
CINTAS FIRST AID & SAFETY	5057498927	First Aid Supplies	134.25
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 04	2200059315 040921	5.31
IDAHO POWER	2200506786 04	2200506786 040921	17.65
IDAHO POWER	2201174667 04	2201174667 040921	10.52
IDAHO POWER	2202627564 04	2202627564 040921	20.56
IDAHO POWER	2205963446 04	2205963446 040921	55.55
IDAHO POWER	2224304721 04	2224304721 040921	12.41
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	233	March 2021 Material Dump	1,198.05
COLOR HAUS, INC.	244594	Paint Thinner, Encore 1 qt. Lid, Encore 1 qt Container	17.23-
IMPERIAL ASPHALT LLC	4697	Crack Seal Material	5,892.09

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	052409	Core Deposit Edelweiss Battery Cores	43.20-
RIVER RUN AUTO PARTS	6538-164428	2-Cycle Oil Street Use	7.96
WALKER SAND AND GRAVEL	871718	Crushed Fines	203.50
Total STREET:			15,064.13

RECREATION

01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	154.51
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01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	16.50
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01-4510-3200 OPERATING SUPPLIES

US BANK	7926 032521	Bit and drill set	44.77
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01-4510-3250 RECREATION SUPPLIES

US BANK	7926 032521	Office supplies and jump ropes	103.51
US BANK	7926 032521	Sun Valley Fabric	34.98
US BANK	7926 032521	Family Dollar Supplies	62.81
WEBB LANDSCAPING	K-IN-154510	Potting Soil	17.98
BOARD BIN	220000033218	Skateboard Protective Equipment	186.16

01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY

ATKINSONS' MARKET	02984491	Concessions	11.38
ATKINSONS' MARKET	04024172	Rec Center Snacks	54.64
ATKINSONS' MARKET	04030389	Concessions	66.91
ATKINSONS' MARKET	05405411	Concessions	7.39
ATKINSONS' MARKET	06496116	Concessions	6.55
ATKINSONS' MARKET	08240477	Concessions	104.21
ATKINSONS' MARKET	08257771	Concessions	17.32
CHATEAU DRUG CENTER	2352907	Concessions	4.99

01-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG

US BANK	7926 032521	Wilderness First Aid Training	255.00
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Total RECREATION: 1,149.61

Total GENERAL FUND: 120,348.97

GENERAL CAPITAL IMPROVEMENT FD

GENERAL CIP EXPENDITURES

03-4193-7400 COMPUTER/COPIER LEASING

DELL FINANCIAL SERVICES	80825922	001-8998447-006	11.30
FISHER'S TECHNOLOGY	29015631	Color Printer	1,789.06

Total GENERAL CIP EXPENDITURES: 1,800.36

Total GENERAL CAPITAL IMPROVEMENT FD: 1,800.36

FIRE & RESCUE CAPITAL IMPR.FND

FIRE/RESC CAPITAL EXPENDITURES

11-4230-7600 OTHER MACH & EQUIP

CURTIS TOOLS FOR HEROES	476830	4" Fronk Hook & loop Kit (PPE)	63.12
CURTIS TOOLS FOR HEROES	476884	Knee Reinforcements with Silizone knee pad (PPE)	304.42

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE/RESC CAPITAL EXPENDITURES:			367.54
Total FIRE & RESCUE CAPITAL IMPR.FND:			367.54
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11524	Monthly Installment 4/21	39,083.34
Total ORIGINAL LOT TAX:			39,083.34
Total ORIGINAL LOT FUND:			39,083.34
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4205 PROF SERVICES ENGINEERING			
COLE ARCHITECTS PLLC	1655	C#20299 Fire Station design	20,614.41
42-4800-7800 CONSTRUCTION			
ATLAS TECHNICAL CONSULTAN	182136	Professional Services 2-13-2021 to 2/26/2021	421.00
ATLAS TECHNICAL CONSULTAN	182465	Professional Services 2-27-2021 to 3/12/2021	1,018.90
ATLAS TECHNICAL CONSULTAN	182914	Professional Services 3-13-2021 to 3/26/2021	786.50
Total FIRE FUND EXP/TRNFRS:			22,840.81
Total FIRE CONSTRUCTION FUND:			22,840.81
IN-LIEU HOUSING FUND			
IN-LIEU HOUSING EXPENDITURES			
52-4410-6020 BC-KETCHUM HOUSING AUTHORITY			
BLAINE COUNTY HOUSING	041221	2nd Half Year Contract FY 2021	37,500.00
Total IN-LIEU HOUSING EXPENDITURES:			37,500.00
Total IN-LIEU HOUSING FUND:			37,500.00
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA?HRA March 2021	22.70
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	295427	Office Supplies	6.01
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	64618	printing of utility bills	420.74
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2104-756080	"D" Battery 2 Pk	5.19
A.C. HOUSTON LUMBER CO.	2104-756180	Gorilla Glue Epoxy	5.99
A.C. HOUSTON LUMBER CO.	2104-758857	R Screws	6.99
ALSCO - AMERICAN LINEN DIVI	LBO11866427	5192 012921	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11866431	5493 012921	53.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
ALSCO - AMERICAN LINEN DIVI	LBO11884793	5192 040921	27.18
ALSCO - AMERICAN LINEN DIVI	LBO11884797	5493 040921	53.98
FERGUSON ENTERPRISES, LLC	0776152	Paint Solvent	299.40
GO-FER-IT	102018	292 033121	20.00
POLLARD WATER.COM-WEST	0188060	2 In 1 HV Green Bomber Jacket CL 3 XL	46.25
POLLARD WATER.COM-WEST	0188061	300D HV CL 3 PU Rain Jacket 2X	90.50
POLLARD WATER.COM-WEST	0188063	Mesh Safety Vests	16.00
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	19829	Water Testing	100.00
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2103-751628	250L Energ Headlight Green	18.99
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	962726	37271 033121	472.96
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	829575	Hypochlorite Solution	252.24
63-4340-4200 PROFESSIONAL SERVICES			
DIG LINE	0065599-IN	0000167 033121	37.60
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
BANYAN TECHNOLOGY INC.	20791	Consulting PLC Battery at Rotary Park, Prorated Mileage, AB1747-BA Battery Assembly	182.46
BANYAN TECHNOLOGY INC.	20792	AB 1747-BA Battrry Assembly (Filter PLC)	32.50
RIVER RUN AUTO PARTS	6538-164354	Conv. 2 cycle 2.6 OZ	3.98
SAWTOOTH PLUMBING & HEATI	29136.1	BALANCE LEFT BECAUSE iNV#29296 WAS ENTERED INCORRECTLY. WAS CHECK WS WRITTEN WRONG	98.50
Total WATER EXPENDITURES:			2,301.32
Total WATER FUND:			2,301.32
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	0774420	P.O. #25590 MeterAccount	14,534.38
FERGUSON ENTERPRISES, LLC	0775947	Meter Account	3,501.15
64-4340-7800 CONSTRUCTION			
CANYON EXCAVATION. LLC	2070	1" crushed rock to fill holes for Water Dept 16.11 Tons	354.42
64-4340-7802 KETCHUM SPRING WA CONVERSION			
WILRO PLUMBERS LLC	17053	160 Fourth St. Plumbing Service	181.00
Total WATER CIP EXPENDITURES:			18,570.95
Total WATER CAPITAL IMPROVEMENT FUND:			18,570.95
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Medical	865.45

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	797532	FSA/HRA March 2021	29.65
NBS-NATIONAL BENEFIT SERVI	CP280953	HRA Vision	754.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	295427	Office Supplies	6.01
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	64618	printing of utility bills	631.11
65-4350-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2104-754574	Extra Large Latex Gloves, Blade Recap Recp CRBD TP Gen 3 Pk 9 In	38.48
ALSCO - AMERICAN LINEN DIVI	LBOI1866427	5192 012921	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1866429	5292 012921	120.56
ALSCO - AMERICAN LINEN DIVI	LBOI1884793	5192 040921	27.18
ALSCO - AMERICAN LINEN DIVI	LBOI1884795	5292 040921	120.56
BUSINESS AS USUAL INC.	154318	Drawing Ink	4.95
US BANK	9642 032521	Wastewater Microbiology handbook and manual	130.00
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	962725	37270 033121	71.57
65-4350-3600 COMPUTER SOFTWARE			
US BANK	9642 032521	Autocad Annual Subscription	306.90
65-4350-3800 CHEMICALS			
THATCHER COMPANY, Inc.	1516999	P.O. #20586 Alu Sulfate	5,060.46
BECKART ENVIRONMENTAL, IN	74654	Polymer B-164 LB 55 gallon drum	2,815.38
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	80000	Copper/Metal Diegestion/S&H	292.49
QUALITY CONTROL SERVICES, I	63139	Onsite Service	1,655.00
65-4350-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001401395	1465 032621	127.56
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NAPA AUTO PARTS	051455	Brake Parts for 2005 Dodge Ram 3500HD 1 Ton	253.02
NAPA AUTO PARTS	051466	Sway Bar Link - Front 2005 Dodge Ram 3500HD 1 Ton	36.29
UNITED OIL	560861	37270 031921	169.40
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
AQUA-AEROBIC SYSTEMS, INC.	1027947	P.O. #20604 Cloth Sock	15,981.00
RIVER RUN AUTO PARTS	6538-164410	Val Non Detergent 30	26.97
US BANK	9642 032521	Pressure switch 4000 elevation	66.30
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
CHATEAU DRUG CENTER	2368830	Batteries, Screwdriver, Mirror	64.55
DIG LINE	0065599-IN	0000167 033121	37.60
FERGUSON ENTERPRISES, LLC	0776152	Paint Solvent	299.40
UNITED OIL	962725	37270 033121	186.14
US BANK	9642 032521	Selterm 8 Awg 5/16 stud, Brass gauge	22.27
US BANK	9642 032521	Contex Link 5 pack	6.49
US BANK	9642 032521	Autocad Annual Subscription	306.90
Total WASTEWATER EXPENDITURES:			30,540.82

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER FUND:			30,540.82
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6500 ICE RINK-PRIVATE			
US BANK	7926 032521	Air-pillo insoles ice skates	20.10
US BANK	7926 032521	Kids insoles ice skates	71.94
93-4900-6800 KETCHUM ARTS COMMISSION			
US BANK	6235 032521	Side arts	24.99
JG WORKS, LLC	1552	Adjust Artist Drawing	410.00
Total PARKS/REC TRUST EXPENDITURES:			527.03
Total PARKS/REC DEV TRUST FUND:			527.03
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH			
WHITE PETERSON	24892R 033121	PEG 24892R 033121	181.25
Total DEVELOPMENT TRUST EXPENDITURES:			181.25
Total DEVELOPMENT TRUST FUND:			181.25
ESSENTIAL SERVICES FAC. TRUST			
ESF TRUST EXPENDITURES			
95-4193-7201 FUTURE ESF CITY HALL			
BECK, ROB LLC	6760	Tree removal 191 5th	1,300.00
Total ESF TRUST EXPENDITURES:			1,300.00
Total ESSENTIAL SERVICES FAC. TRUST:			1,300.00
Grand Totals:			275,362.39

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"
- Invoice Detail.Voided = No,Yes



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

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

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

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

Introduction and History

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

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

Analysis

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

Sustainability

There is to sustainability impact to this reporting.

Financial Impact

There is no financial impact to this reporting.

Attachments

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



**CITY OF KETCHUM
TREASURER'S QUARTERLY FINANCIAL REPORT
2ND QUARTER - MARCH 31, 2021**

FUND	ADOPTED BUDGET	PERSONNEL	OPERATING & ADM EXPENSES	CAPITAL OUTLAY	TRANSFERS	% EXP.	RECEIPTS
GENERAL	10,307,770	3,070,642	1,904,393	34,220	111,915	49.7%	6,571,281
WAGON DAYS	85,650	-1,300	-1,350	0	0	-3.1%	40,078
GENERAL CIP	563,000	0	0	134,900	0	24.0%	141,294
STREET CIP	232,600	0	0	0	0	0.0%	41,081
LAW CIP	250	0	0	0	0	0.0%	963
FIRE & RESCUE CIP	104,330	0	0	9,824	0	9.4%	70,128
PARKS CIP	0	0	0	0	0	0.0%	9,406
CITY SALES TAX	1,817,247	0	372,188	0	517,233	48.9%	1,581,133
LOT-ADDITIONAL 1%	1,500,000	0	1,513,654	0	33,123	103.1%	1,354,842
GO BOND STREET	149,835	0	0	0	3,167	2.1%	74,979
FIRE GO BOND	615,284	0	0	309,544	0	50.3%	419,853
FIRE CONSTRUCTION	9,500,000	192,587	2,748,535	0	0	31.0%	31,686
IN-LIEU HOUSING	2,250,000	0	37,500	0	0	1.7%	349,529
WATER	2,390,937	206,194	145,966	5,750	459,589	34.2%	971,201
WATER CIP	522,000	0	0	139,360	0	26.7%	299,940
WASTEWATER	2,587,242	339,605	248,630	0	491,398	41.7%	1,404,029
WASTEWATER CIP	462,000	0	0	2,885	0	0.6%	269,637
POLICE TRUST	5,000	0	0	0	0	0.0%	224
PARKS/REC DEV TRUST	49,050	0	1,479	0	0	3.0%	387
DEVELOPMENT TRUST	150,000	0	0	0	117,585	78.4%	118,527
ESF TRUST	420,600	0	29,068	17,281	0	11.0%	31,611

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

SHELLIE RUBEL
INTERIM TREASURER



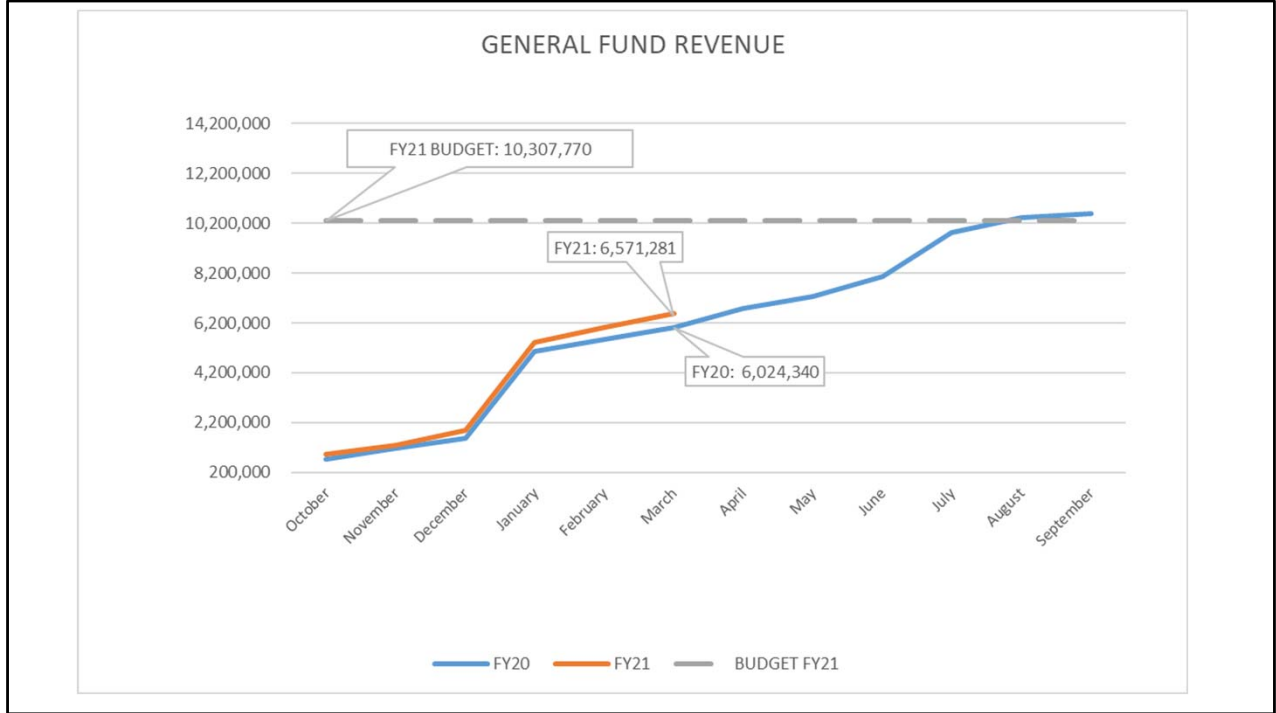
Monthly Financial Reports

As of March 31, 2021

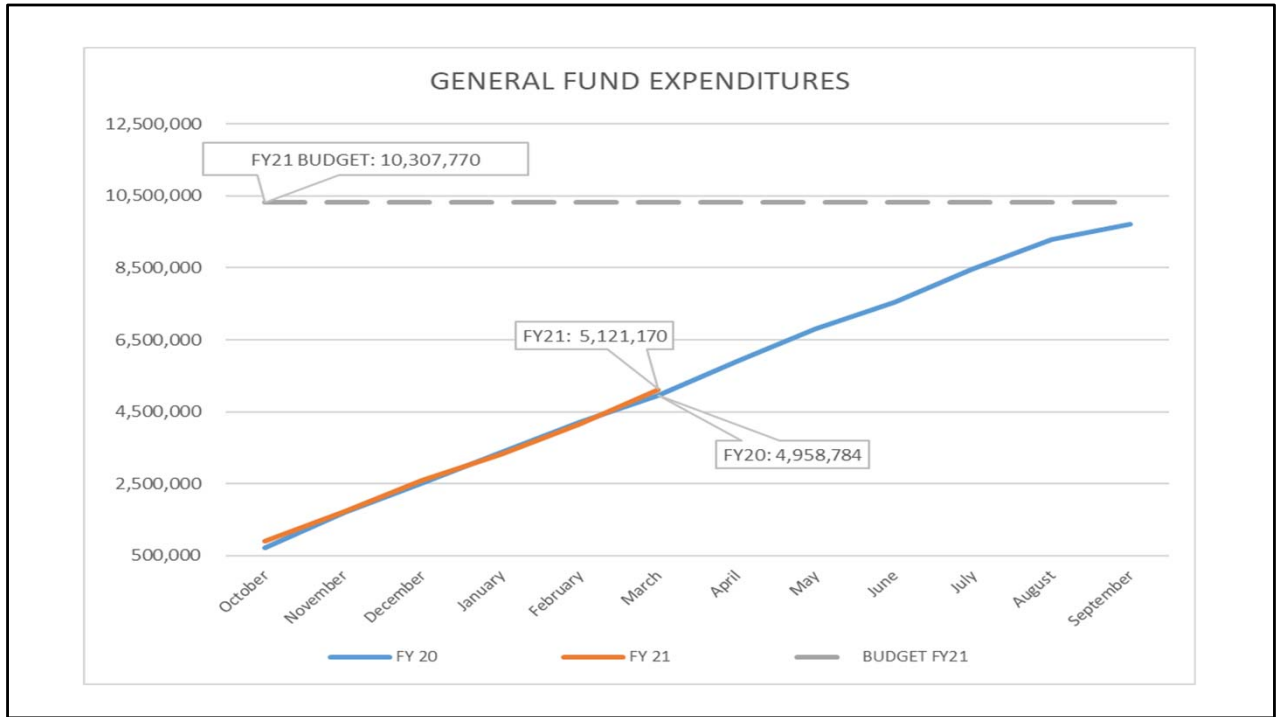
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

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

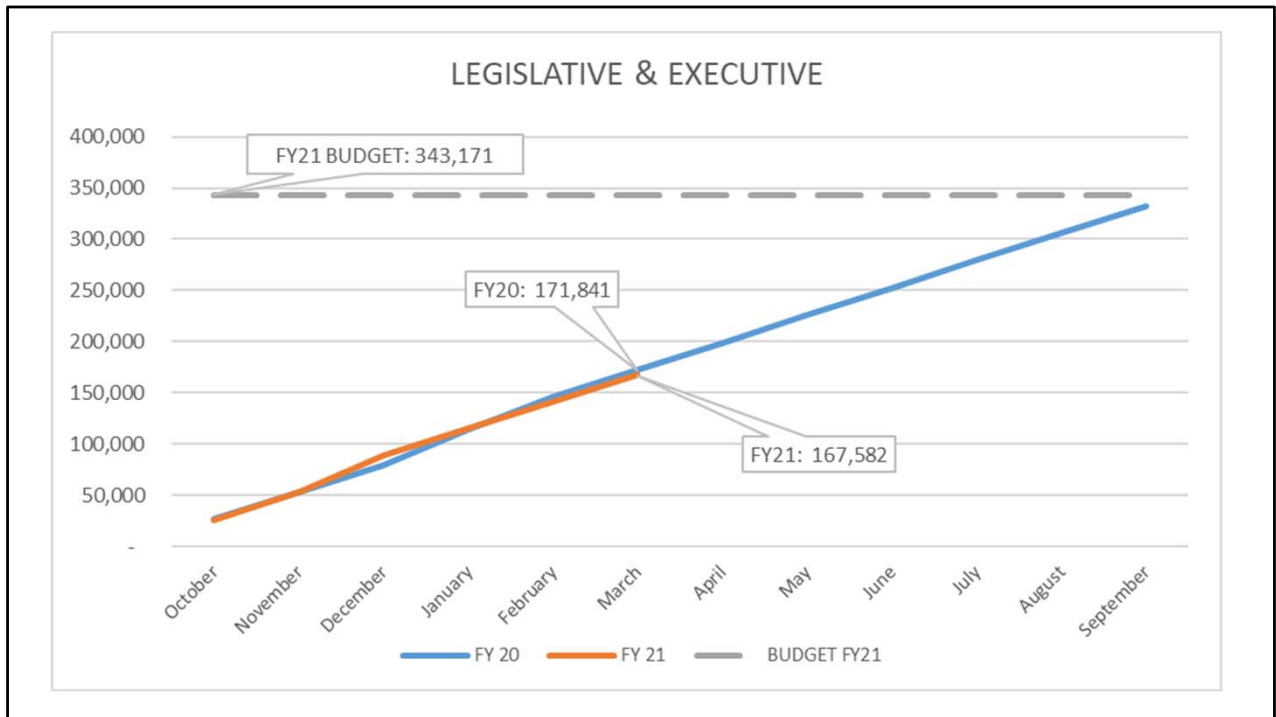
General Fund



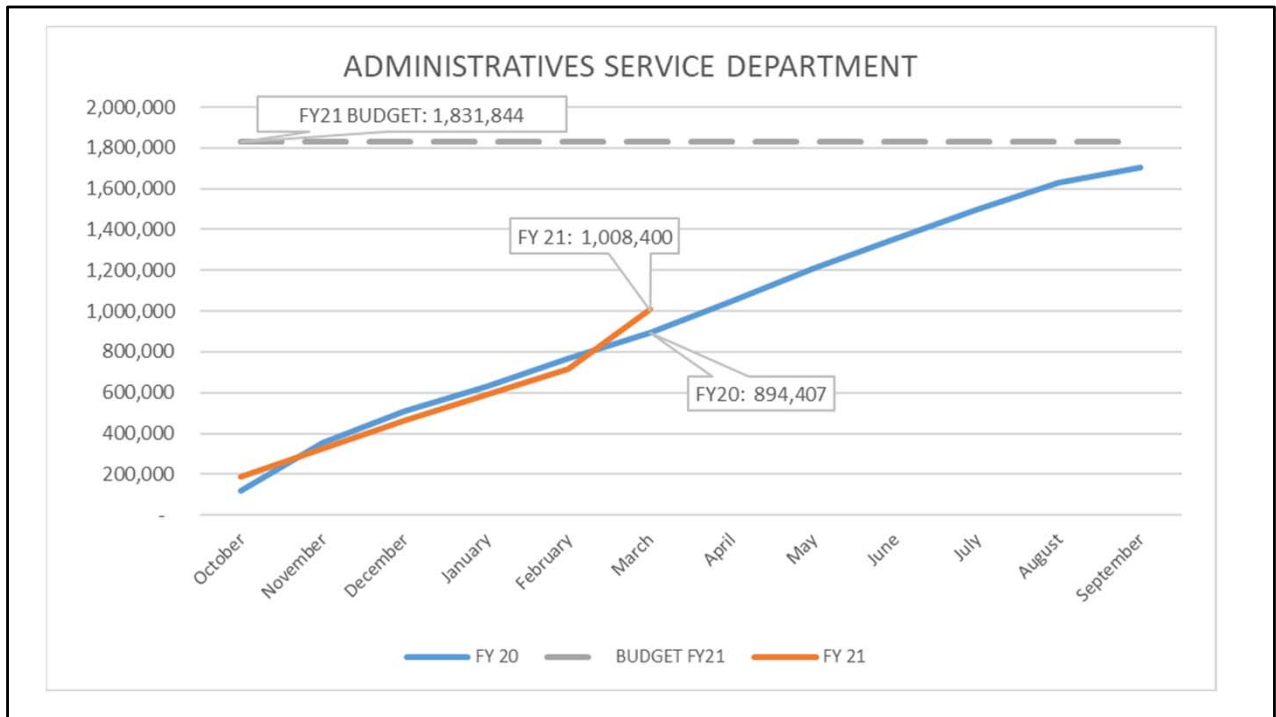
The General Fund revenues are up approximately \$546,941 (9.1%) in FYTD. This increase is largely due to three revenue sources, property tax, planning and building fees and state shared grants.



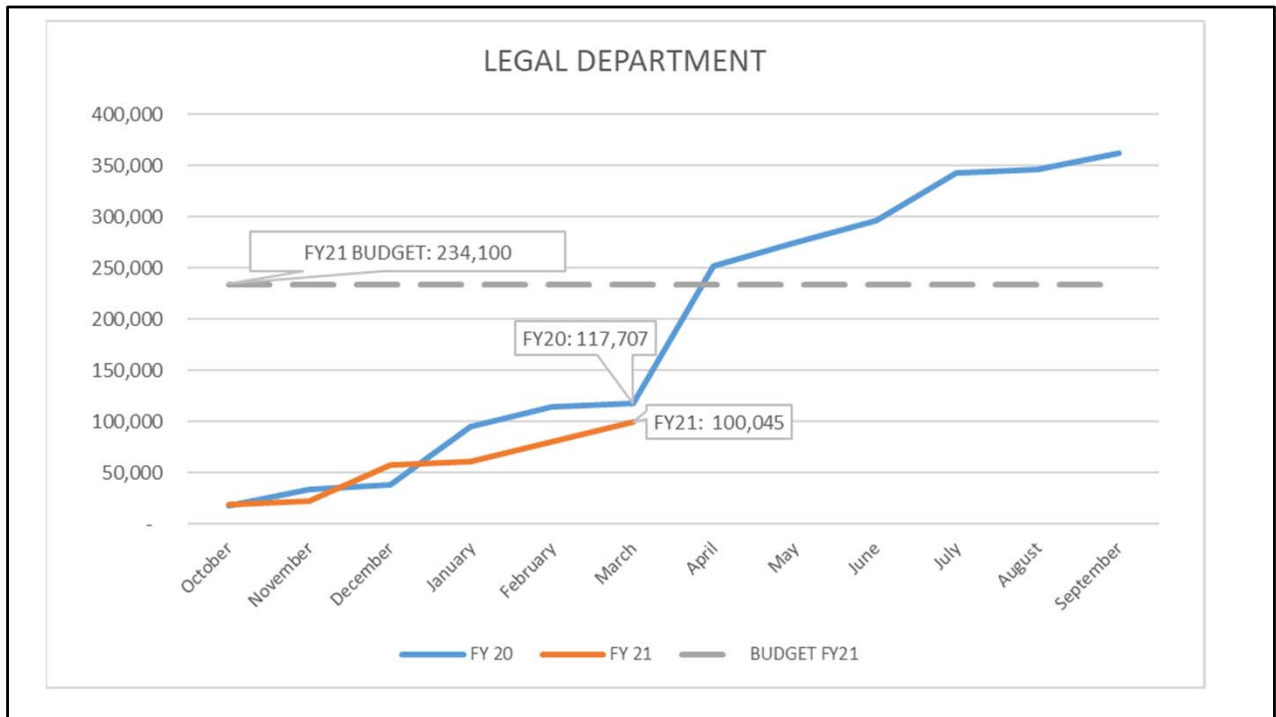
The General Fund expenditures are up \$162,386 (3%) FYTD.



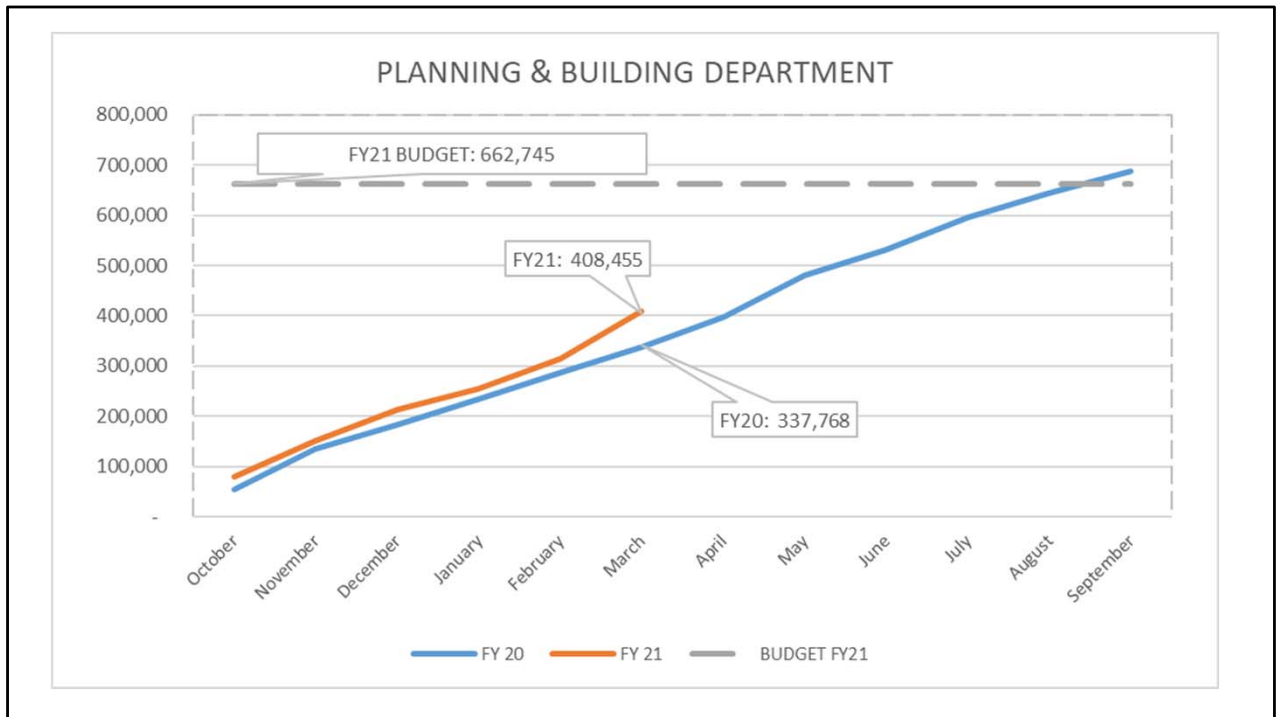
The Legislative & Executive Department expenditures are down \$4,259 (2.5%) FYTD.



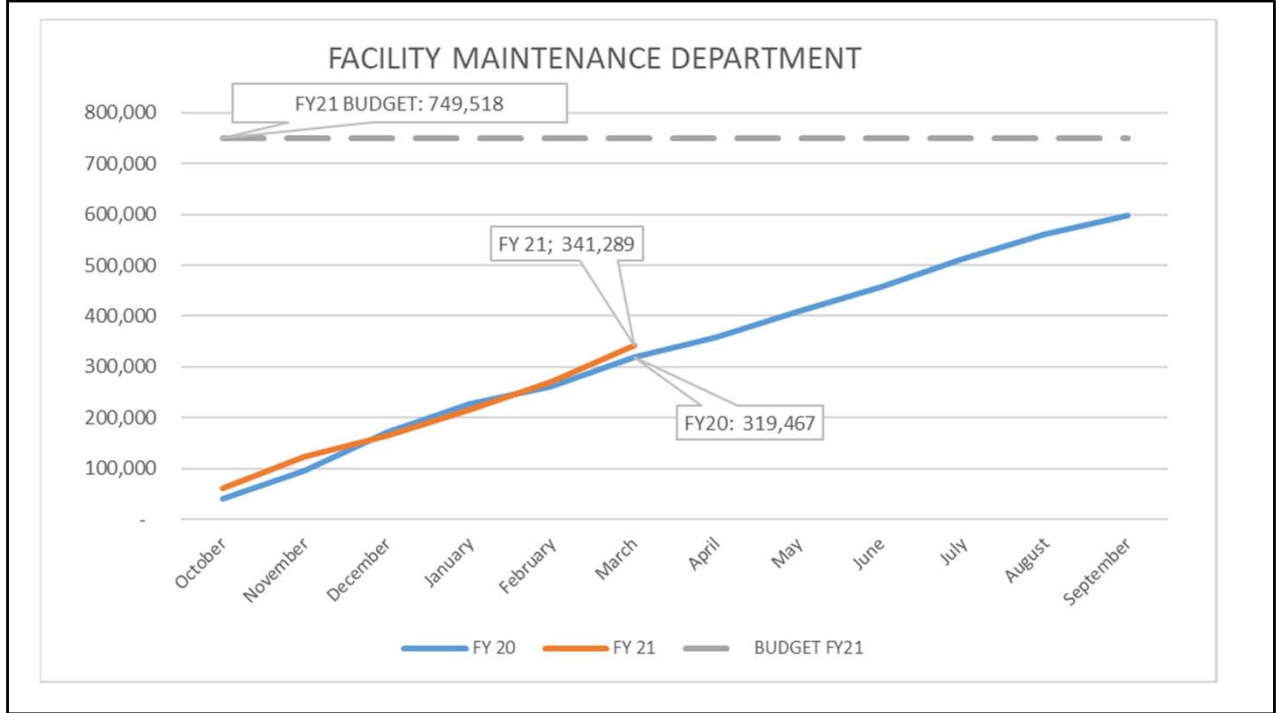
The Administrative Services Department expenditures are up \$113,993 (13%) FYTD. This increase is largely due to timing of certain payments.



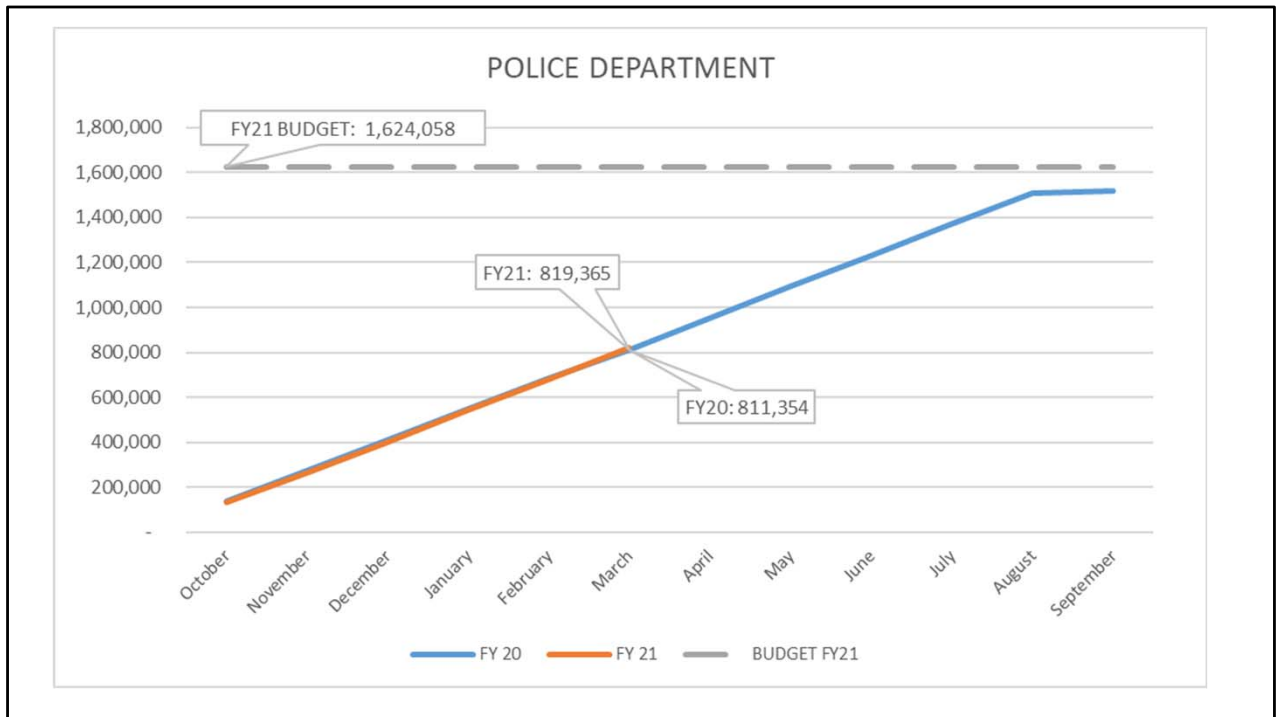
The Legal Department expenditures are down \$17,662 (15%) FYTD. This decrease is largely due to professional service fees.



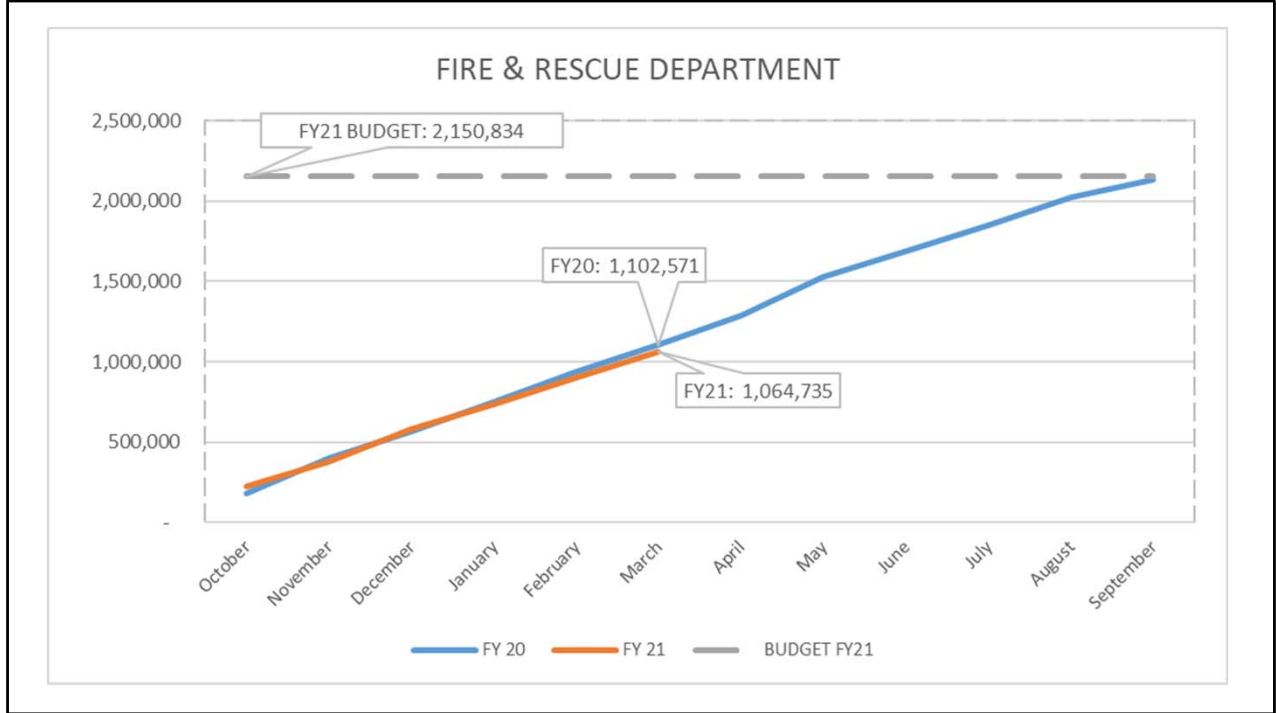
The Planning & Building Department expenditures are up \$70,687 (21%) FYTD. This increase is due to the amount of building permit applications processed through DBS.



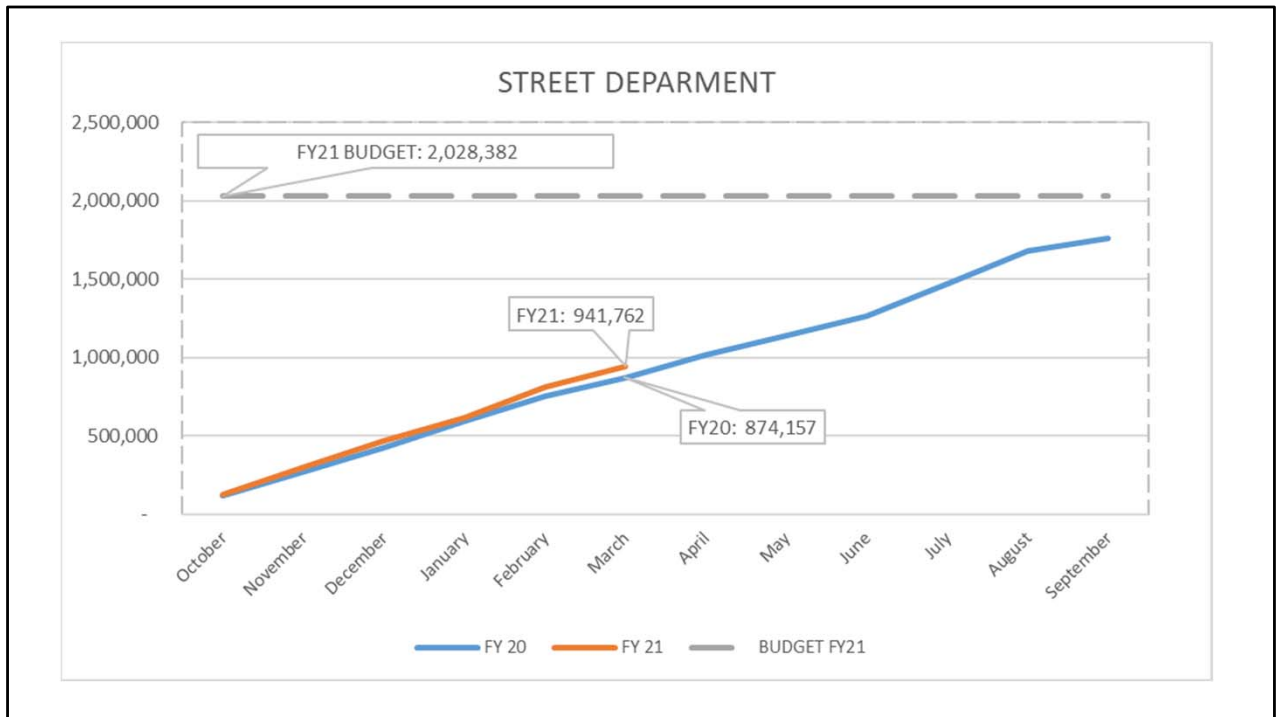
The Facilities Maintenance Department expenditures are up \$21,822 (7%) FYTD.



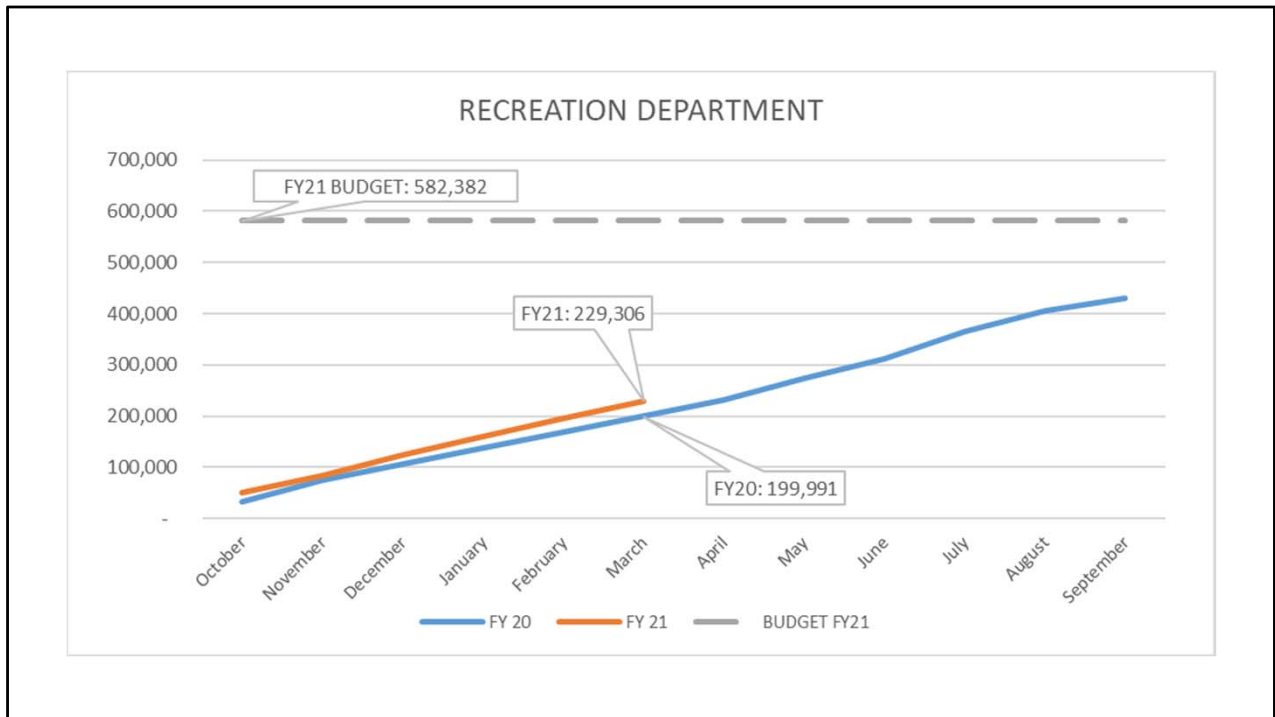
The Police Department expenditures are up \$8,011 (0.9%) FYTD.



The Fire & Rescue Department expenditures are down \$37,836 (3.5%) FYTD.

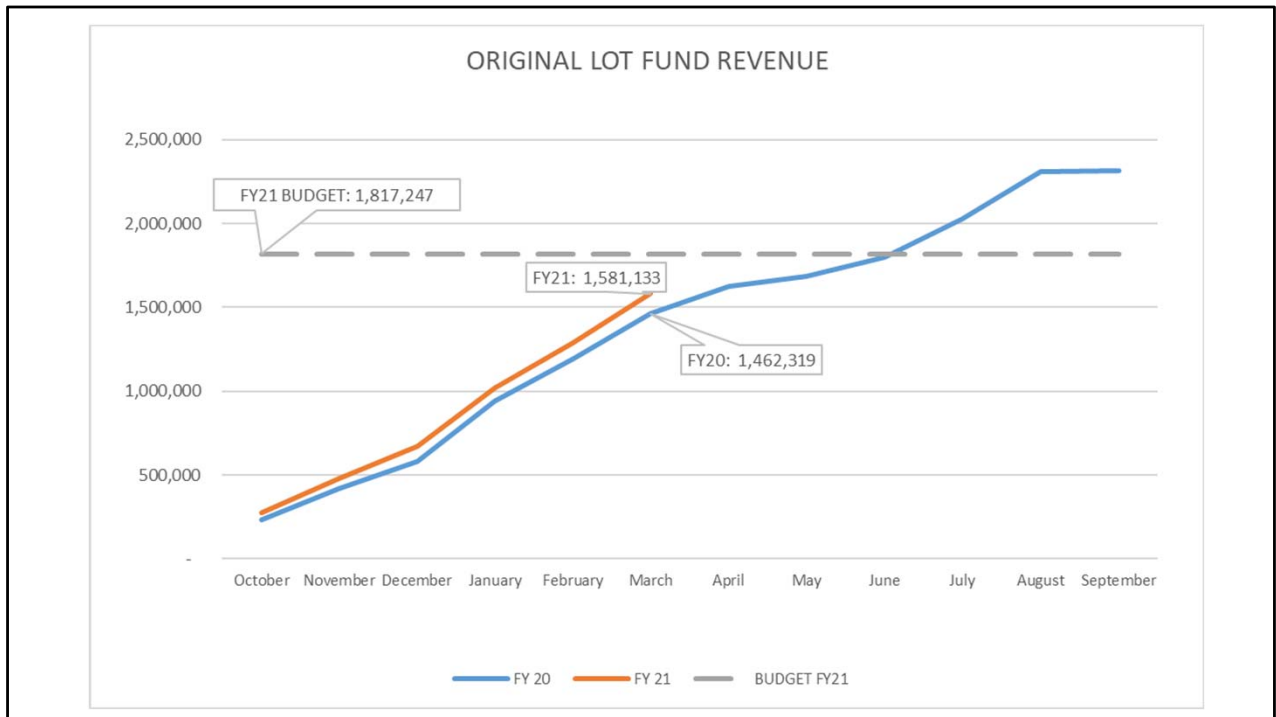


The Streets Department expenditures are up \$67,605 (7.5%) FYTD. This increase is largely due to weather related expenses.

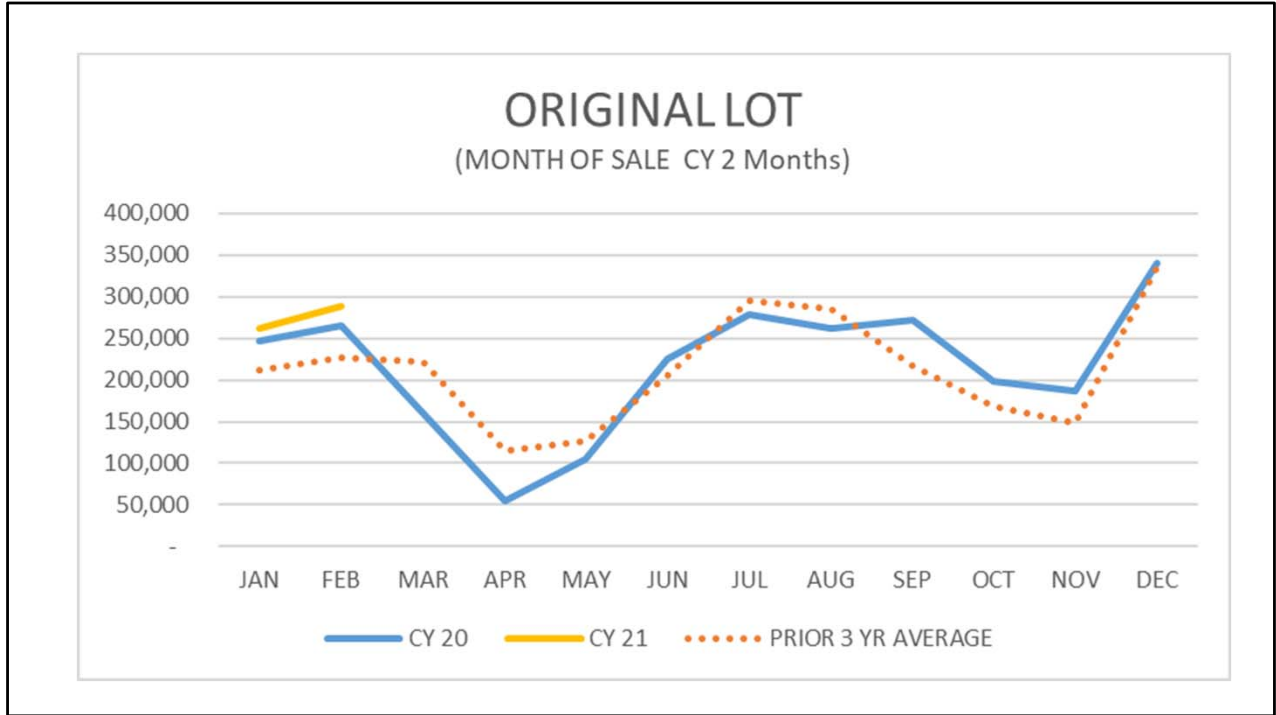


The Recreation Department expenditures are up \$29,315 (15%) FYTD. This increase is largely due to salary and benefit costs.

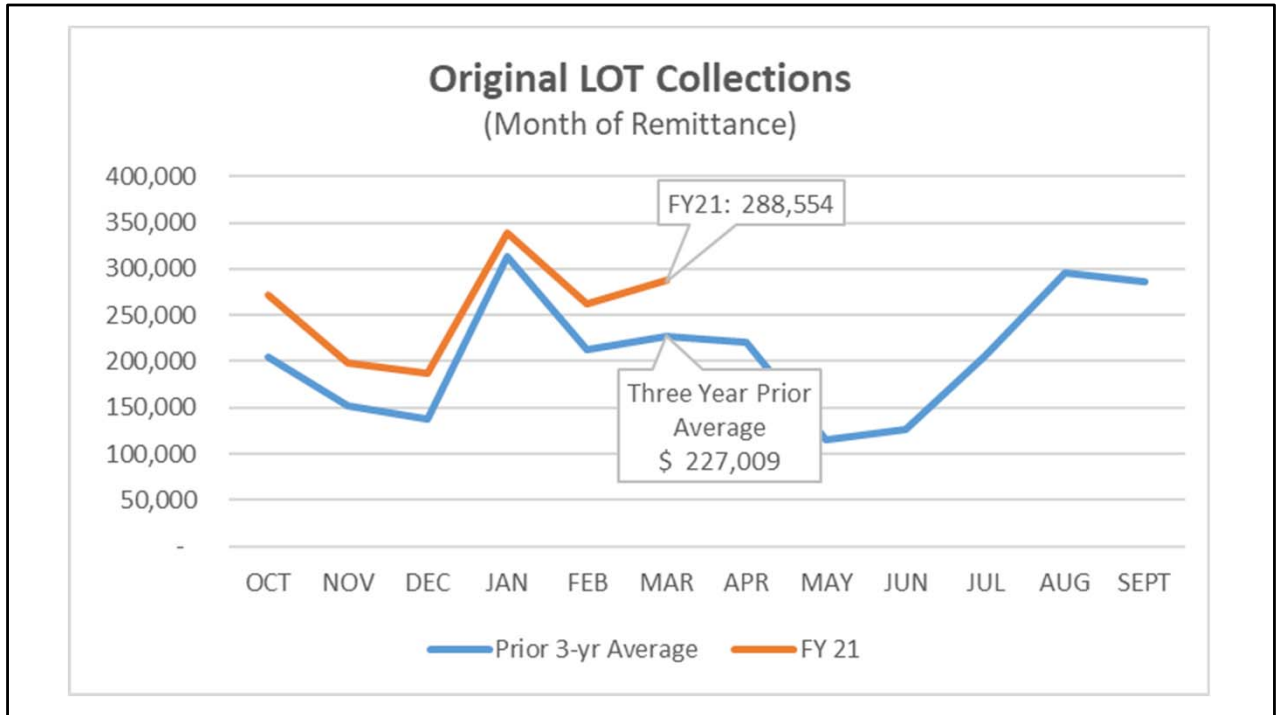
LOT Analysis



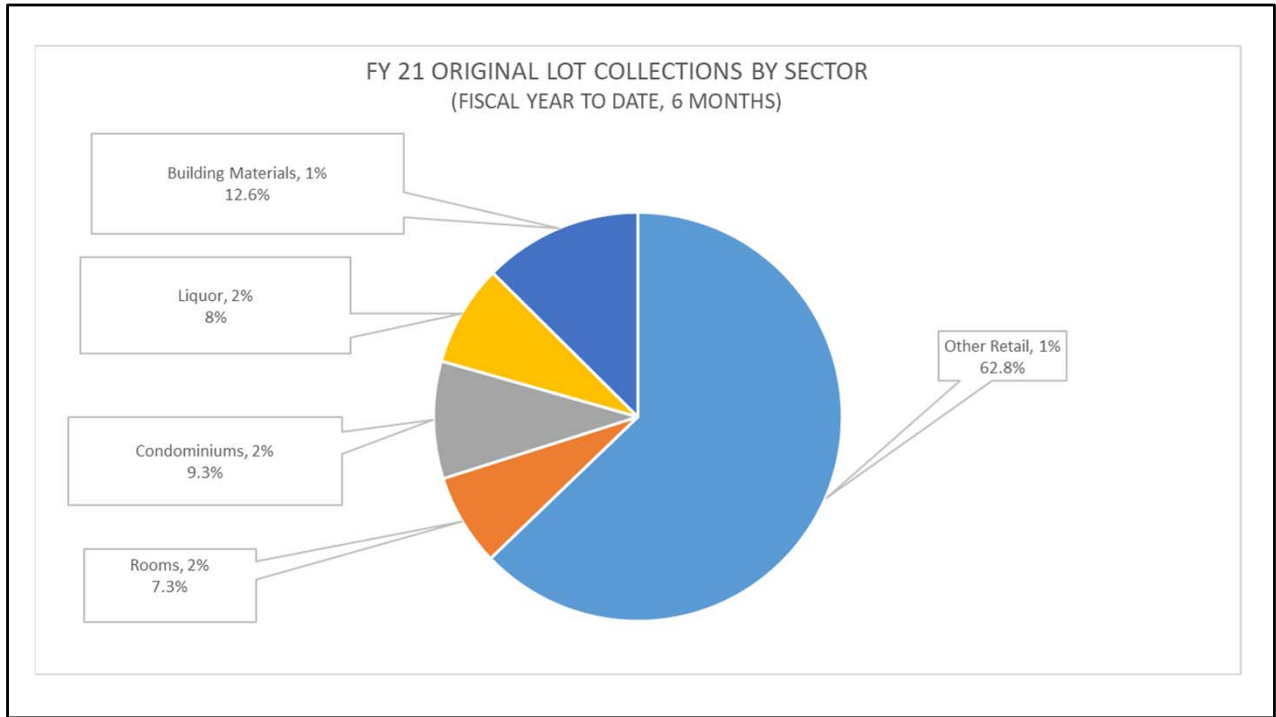
Revenue to the Original LOT Fund is up approximately \$118,814 (8.1%) FYTD. This increase is largely due to retail, condo and building material receipts.



Original LOT for the January month of sale are up approximately 14.5% compared to last year and up approximately 17% compared to the prior three-year average.

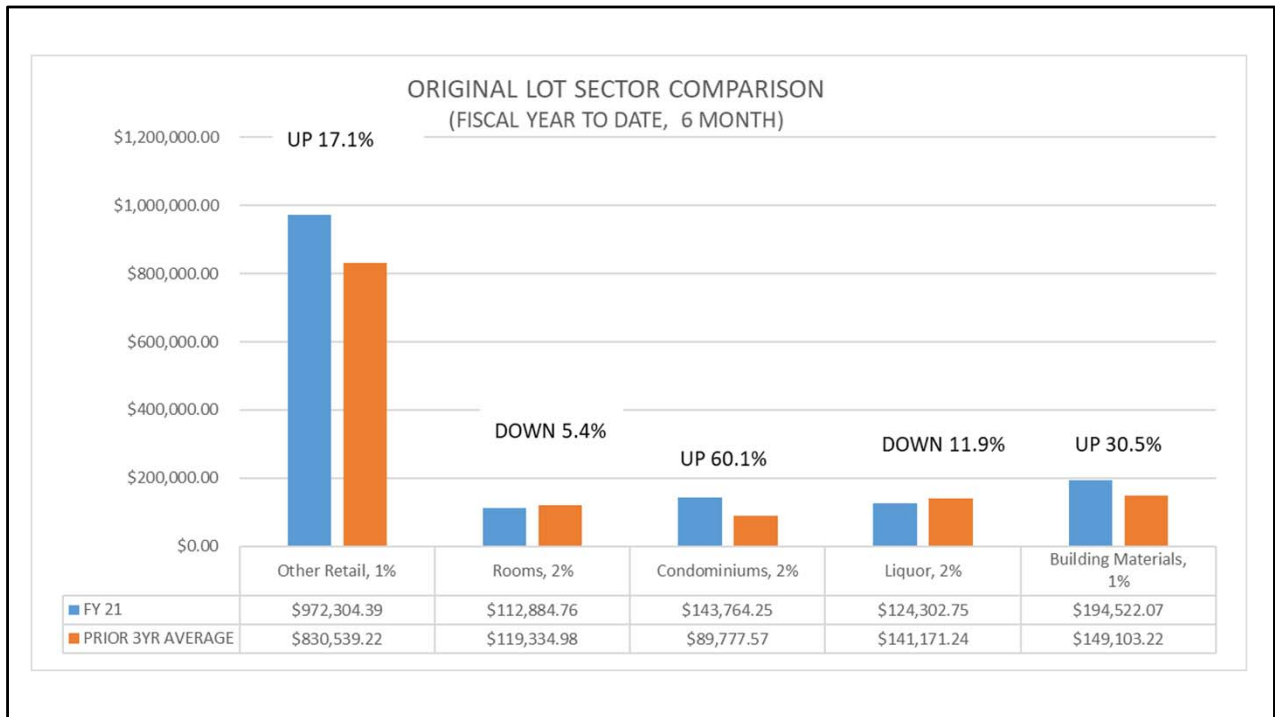


Revenues from Original LOT covered sales are up approximately 27.1% compared to the average of the prior three years.



To date in FY 21 (6 months), Original LOT collections have been generated by each sector as follows:

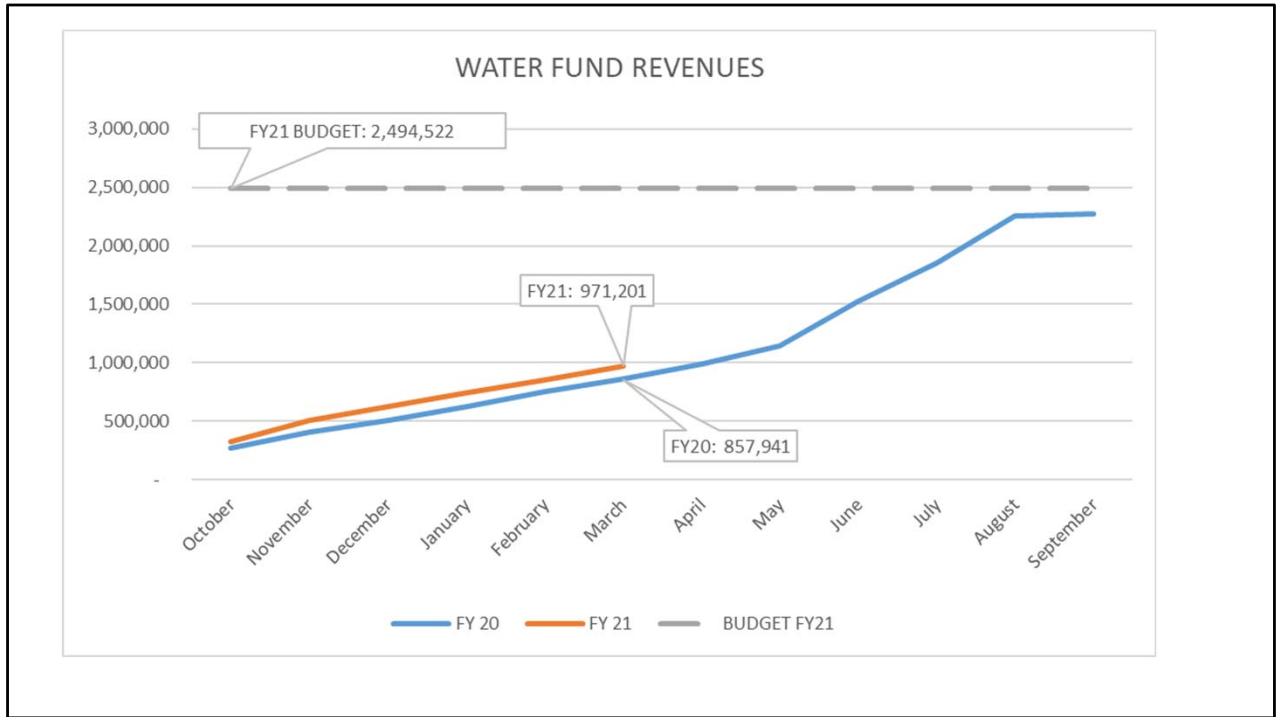
1. Retail has generated 62.8% of the total.
2. Building Materials have generated 12.6%.
3. Liquor has generated 8%
4. Rooms have generated 7.3%.
5. Condominiums have generated 9.3%.



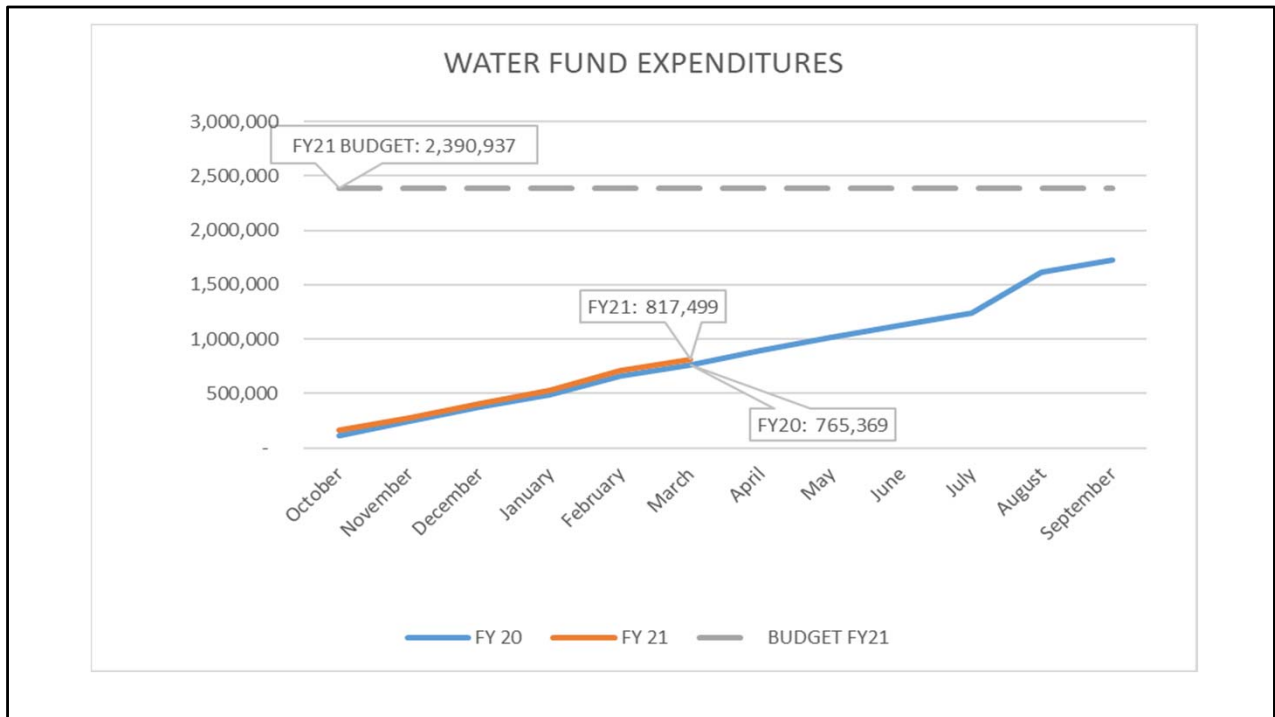
Through the first 6 months of FY 21, collections compared to the prior three-year average are as follows:

1. Retail is up 17.1%.
2. Rooms are down 5.4%.
3. Condominiums are up 60.1%
4. Liquor is down 11.9%.
5. Building Materials are up 30.5%.

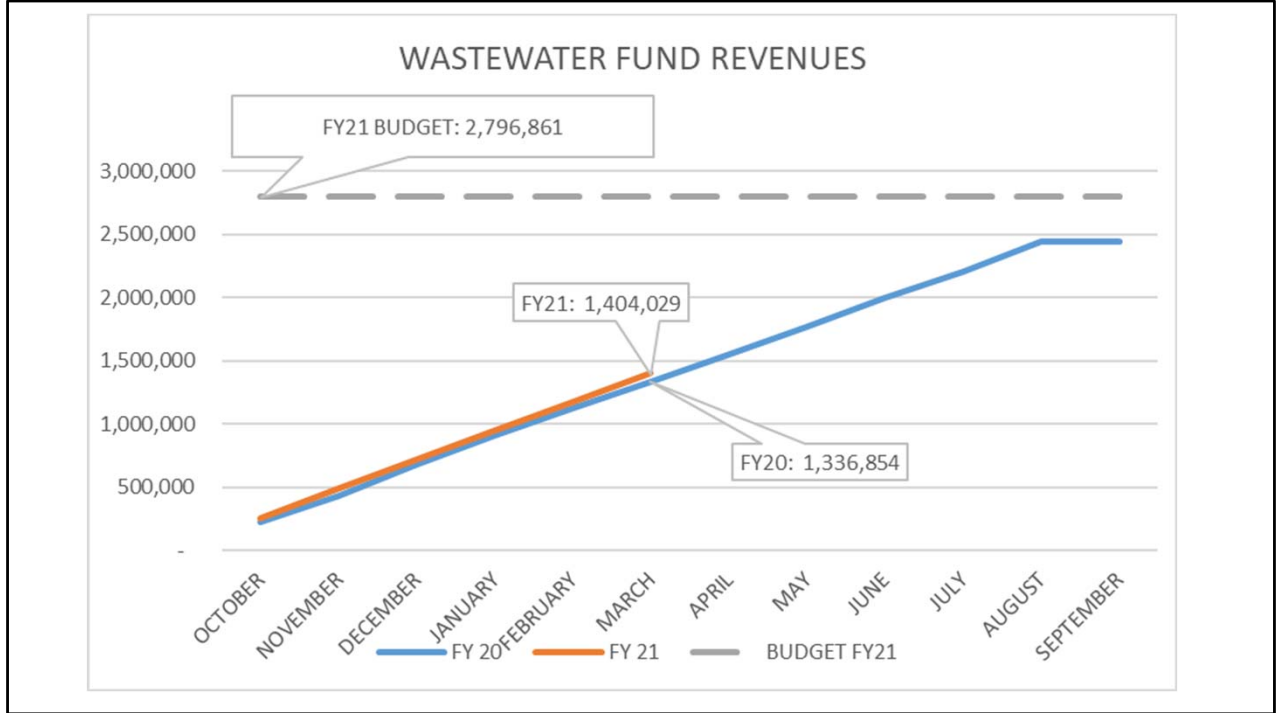
Enterprise Funds



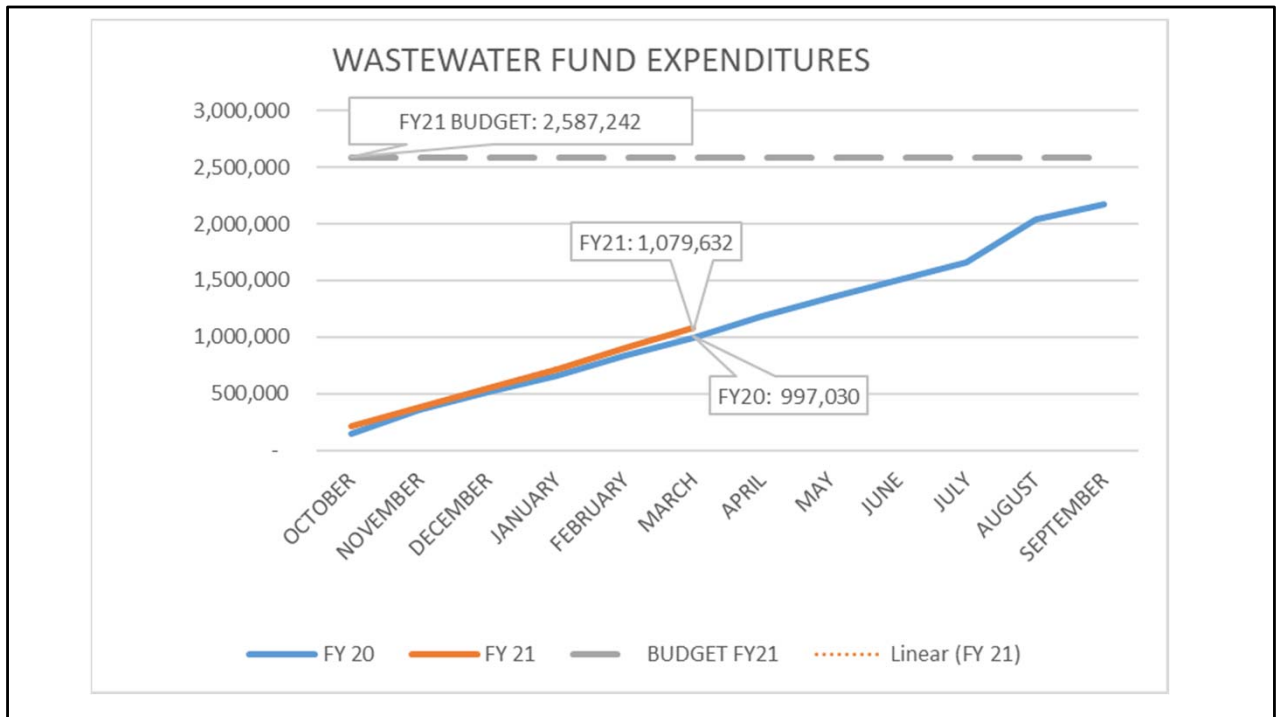
The Water Fund revenues are up \$113,260 (13%) FYTD due to increased charges for service.



The Water Fund expenditures are up \$52,130 (7%) FYTD. This increase is largely due to transfers to the capital improvement fund.

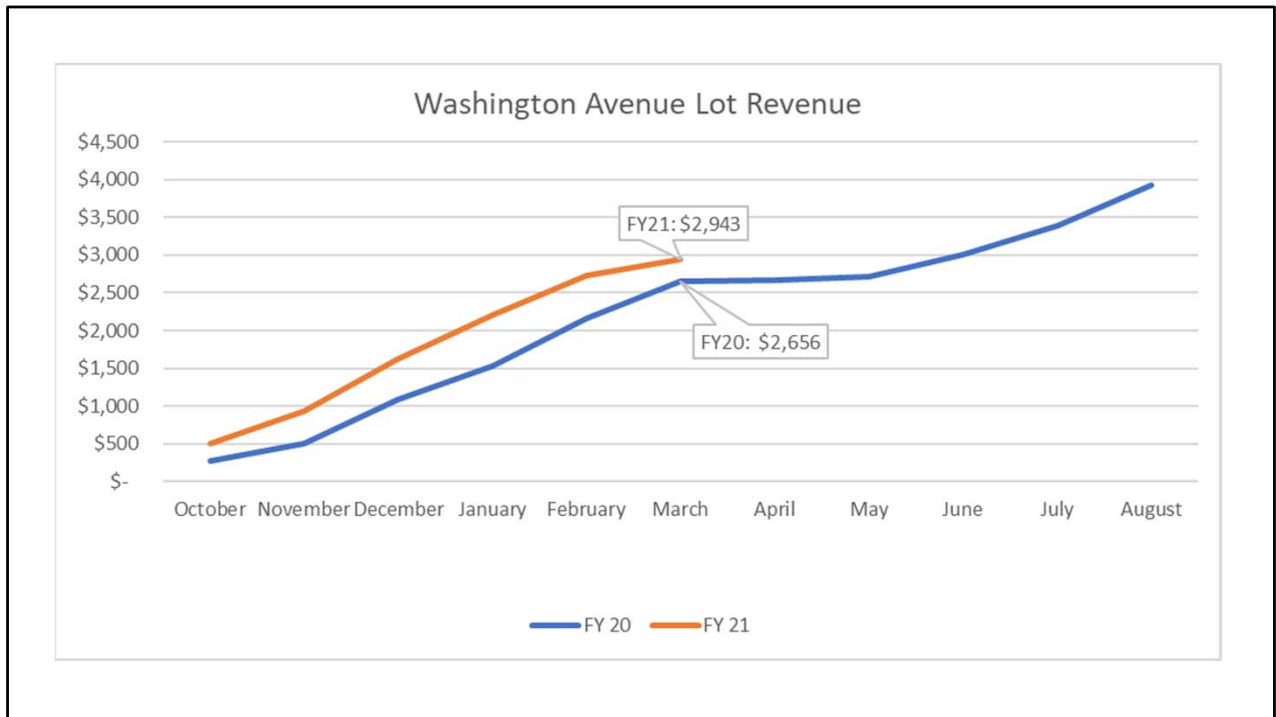


The Wastewater Fund revenues are up \$67,175 (5%) FYTD due to increased charges for service.

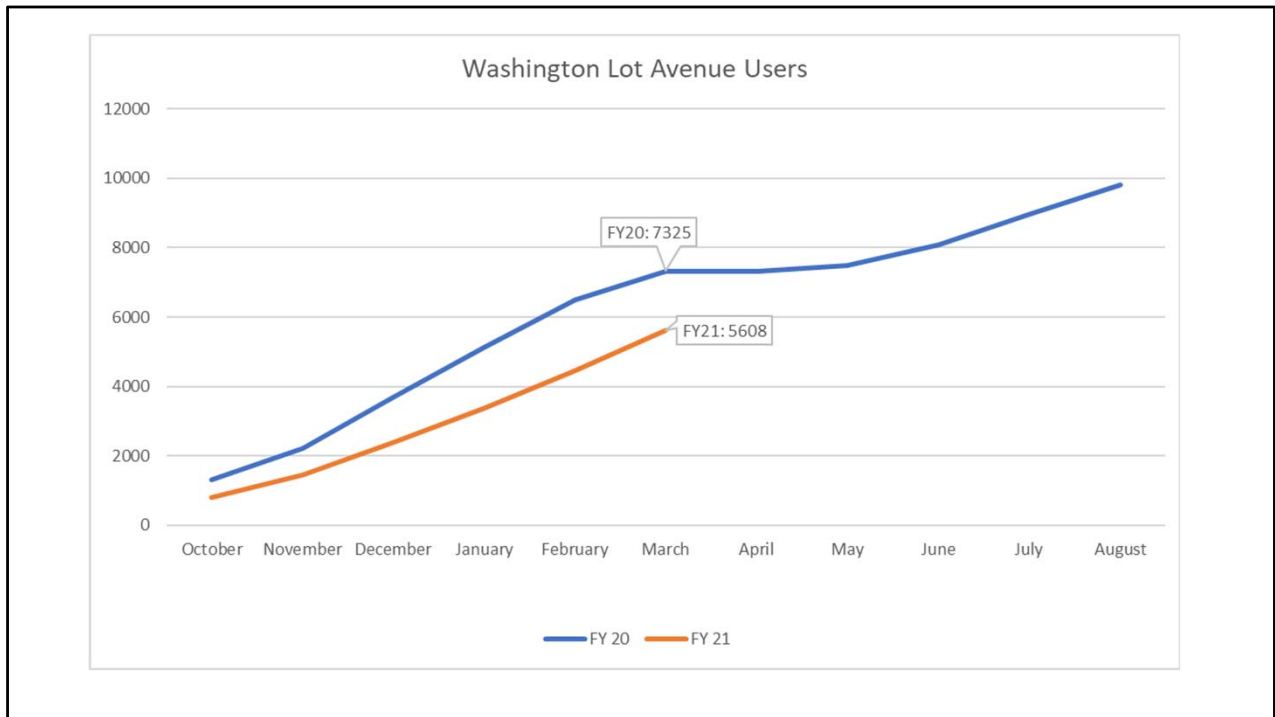


The Wastewater Fund expenditures are up \$82,602 (8%) FYTD. This increase is largely due to salaries, employee benefits and professional service.

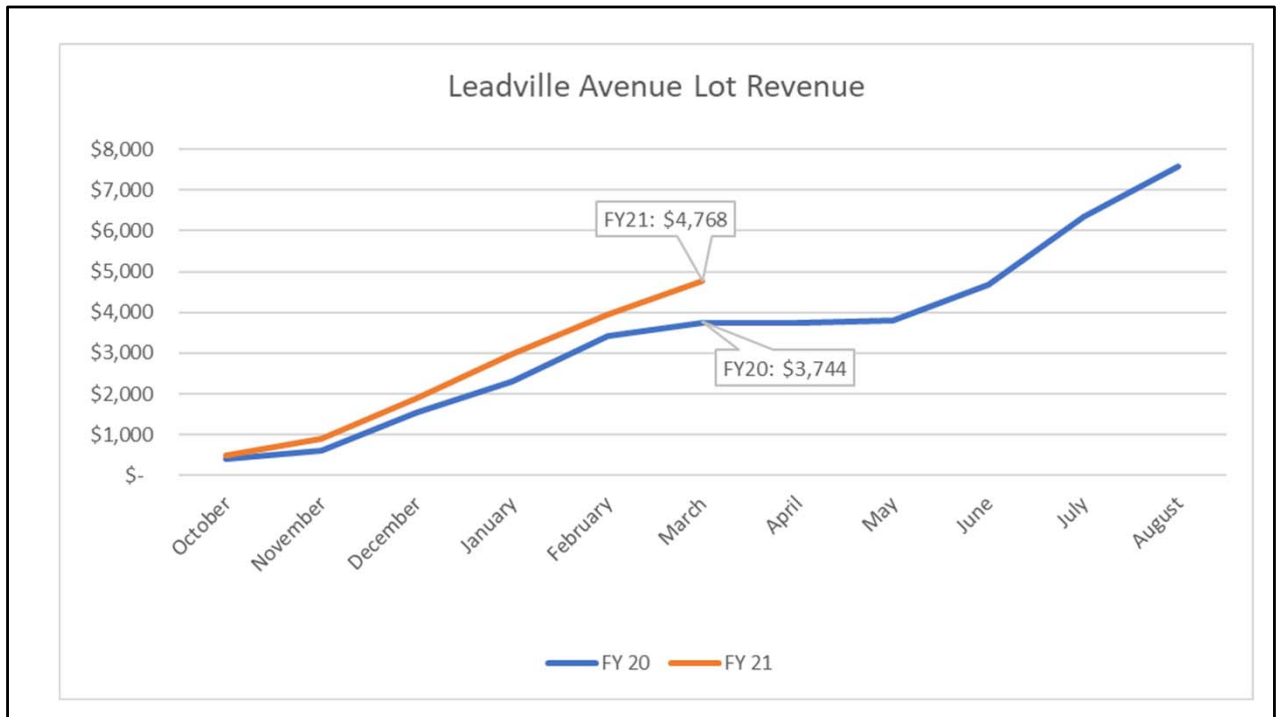
Off-Street Parking Lots



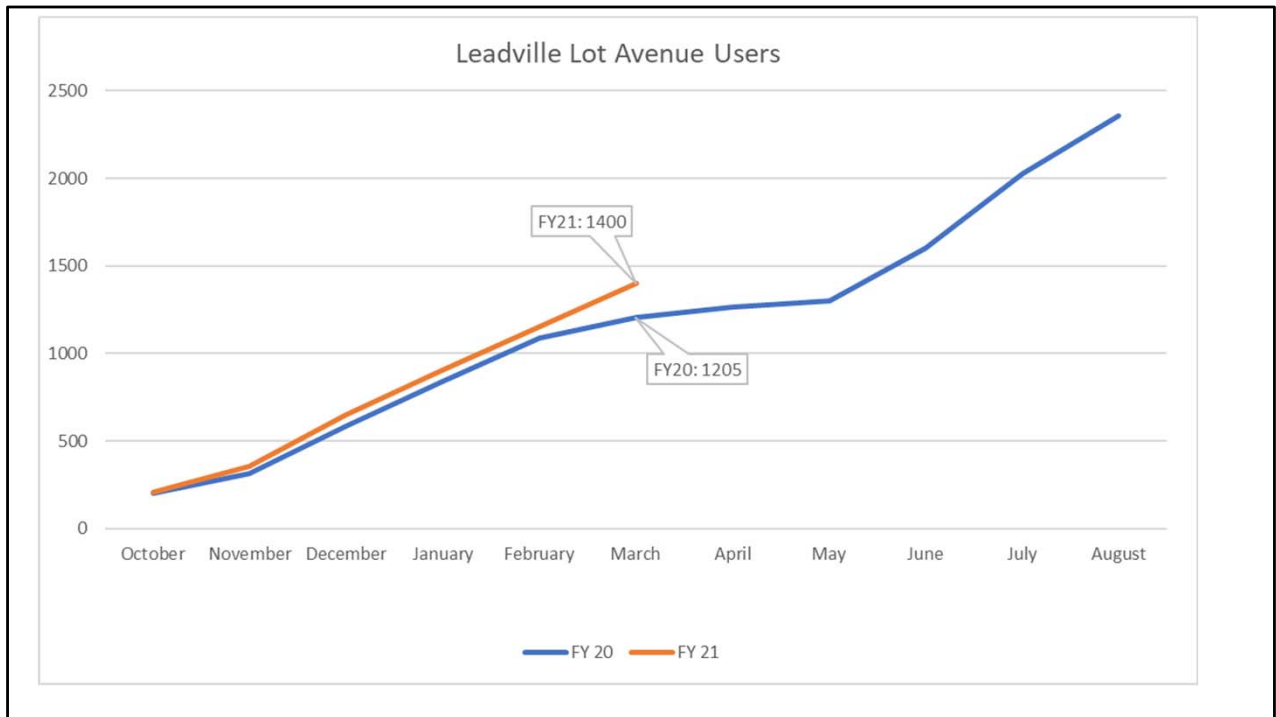
In the fiscal year to date, revenues at the Washington Avenue parking lot are up \$287 (11%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is down 1,717 (23%) relative to the prior year.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$1,024 (27%) relative to the prior year.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 195 (16%) relative to the prior year.



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20593 with Idaho Power for underground power lines in the City Right-of-Way.

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20593 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20593 with Idaho Power."

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide power to Tax Lot 8491
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Idaho Power would like to install approximately 130 ft. of underground conduit and conductors north of the existing edge of pavement within the City's Right-of-Way Easement on Topaz Street adjacent to Lot 1. The encroachment request will extend underground power to Tax Lot 8491.

City code requires a right-of-way encroachment permit for any encroachment in public right-of-way or right of way easements. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20593

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20593

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, 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 underground electrical power lines in the public right-of-way along Tax Lot 1. 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 a power infrastructure identified in Exhibit "A" within the public right-of-way of Topaz Street along Tax Lot 1, until notified by Ketchum to remove the same.

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 facilities, 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.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____
Neil Bradshaw
Its: Mayor

STATE OF _____,)
) ss.
County of _____.

On this ____ day of _____, 2021, 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)

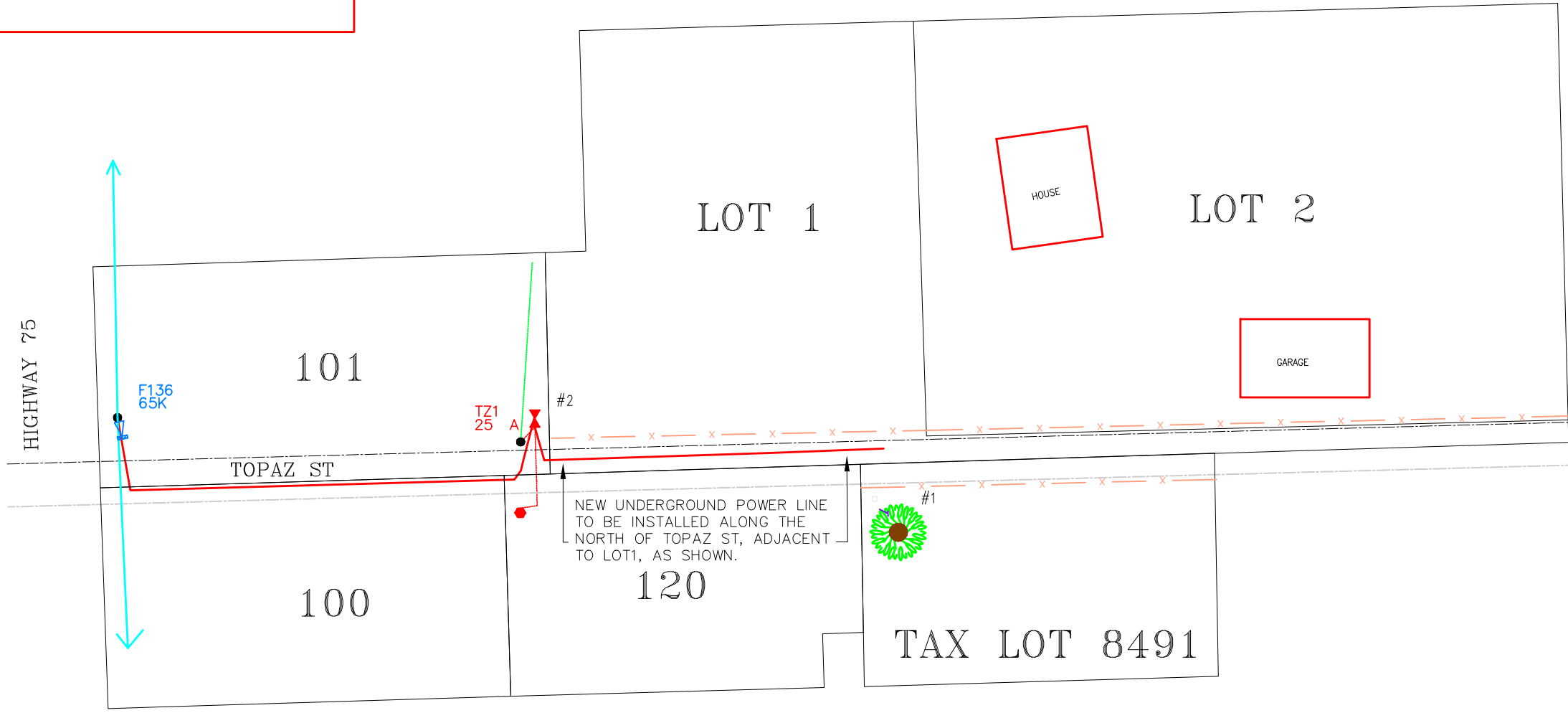
On this ___ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and 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 _____

EXHIBIT "A"

PT#1 EXTEND NEW UNDERGROUND POWER ALONG NORTH OF TOPAZ ST ADJACENT TO LOT 1 FROM EXISTING TRANSFORMER TZ1.
PT#2 REPLACE CONCRETE PAD WITH FIBERGLASS BASEMENT TO ACCOMMODATE NEW PRIMARY OUT OF THIS DEVICE, EXISTING SECONDARY CONNECTIONS AND STUB OUT ONE 3" SERVICE STUB, PLUG AND MARK FOR LOT 1.



UNDERGROUND CABLE NOTES											
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	TZ1		DCP10	1/0 A	180	130	DDB2	2	130	130	30
1	TZ13	SERV STUB				5	DSRDB3	3	5		



No Avian Protection Restriction

Job Title: HAEMMERLE, FRITZ - TOPAZ TO GARNET ST/KET		Feeder Map File Name: KCHM1102		Surveyed or GPS: GPS		FDR By: ----		Designer: CDC0468			
Additional Description: INSTALL NEW UNDERGROUND LINE EXTENSION TO TAX LOT 8491.		Qua: 1 Twn: 04N Rng: 18E Sec: 18 BM: BM		Joint Use Attachment: NO		Date: ----		Design No: 0000145588			
Additional Description: INSTALL PADMOUNT TRANSFORMER ON PROPERTY AT NW PROPERTY CORNER.		State: ID County: Blaine		Pre-Built Date: ----		ArcFM By: ----		Work Order No: 27564110			
SWPP: ----				TIMES SCALE 0 1 2 3 4				Customer: _____		Date: _____	



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20617 with CenturyLink for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

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

"I move to authorize the Mayor to sign Encroachment Agreement 20617 with CenturyLink."

The reasons for the recommendation are as follows:

- The encroachment is necessary to upgrade telecommunication services to 411 Main Street.
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

CenturyLink would like to install approximately 106' feet of new underground fiber optic cable in conduit to an existing pedestal within the City's alley right-of-way beginning in the alley west of 491 Main Street and terminating at 411 Main Street.

City code requires a right-of-way encroachment agreement for encroachments in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation.

Analysis

Staff has reviewed the layout of the proposed telecommunications infrastructure and determined it will not impact public access or maintenance operations at this time.

Financial Impact

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

Attachments:

Encroachment Agreement 20617

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20617

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing CENTURYLINK, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way beginning in the alley west of 491 Main Street and terminating in at 411 Main Street. 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 telecommunications infrastructure identified in Exhibit "A" within the public right-of-way beginning in the alley west of 491 Main Street and terminating at 411 Main Street. Main Street 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. 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.

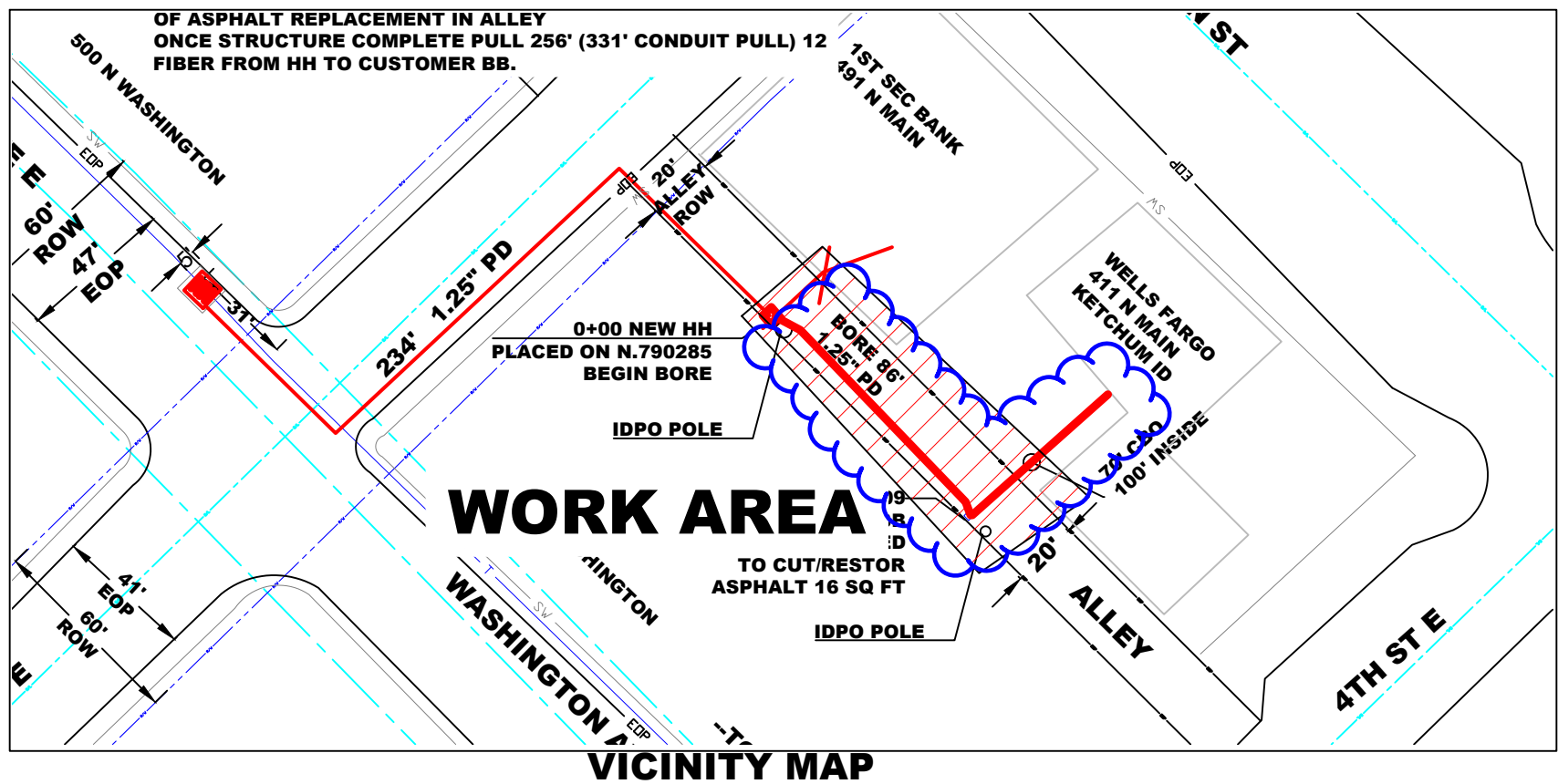
12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT "A"

LEGEND SHEET

SYMBOLOLOGY

CENTERLINES			BRASS CAP		CATCH BASIN
MONUMENT LINE			STREET SIGN		CULVERT
PROPERTY LINE			TREE		IRRIGATION CONTROL VALVE
RIGHT OF WAY			BUSH		IRRIGATION MANHOLE
PUE			CACTUS		WATER MANHOLE
MATCHLINE			UTILITY CABINET		SEWER MANHOLE
RAILROAD			POWER POLE		STORM DRAIN MANHOLE
CATV LINE			WOOD POWER POLE		GAS MANHOLE
ELECTRIC			PROPOSED ANCHOR		TELCO MANHOLE
OVERHEAD ELECTRIC			TRAFFIC LIGHT POLE		GAS VALVE
OVERHEAD T & E			STREET LIGHT		GAS METER
GAS			STEEL POWER POLE		ELECTRIC METER
PETROLEUM			WOOD TRANSMISSION POLE		ELECTRIC VAULT/PULLBOX
IRRIGATION			STEEL TRANSMISSION POLE		TEL MANHOLE EXISTING
RWCD IRRIGATION PIPE			JUNCTION BOX		TEL MANHOLE NEW
SEWER			UTILITY VAULT/HAND HOLE		TELCO HANDHOLE EXISTING
STORM DRAIN			GROUND TRANSFORMER		TELCO HANDHOLE NEW
TELEPHONE			CATV POWER SUPPLY		4'x4' BOREPIT
JOINT TRENCH TELCO/ELEC			CATV PEDESTAL		SAI EXISTING
AERIAL UTILITY (FIBER OPTIC)			TELCO PEDESTAL		SAI NEW
BURIED UTILITY (FIBER OPTIC)			POWER PED EXISTING		RT EXISTING
ABN TELCO			POWER PED NEW		RT NEW
WATER			WATER METER		TELCO REPEATER NEW
RECLAIMED WATER			WATER VALVE		TELCO REPEATER EXISTING
FENCE			FIRE HYDRANT		COOLPED NEW
WALL			BACK FLOW PREVENTER		COOLPED EXISTING
CITY LIMITS			PROPOSED RISER		PROPOSED AERIAL FIBER SLACK LOOP
TRAFFIC SIGNAL			PROPOSED DG TO FOREIGN ANCHOR		TRENCH FTG
STREET LIGHT			TRENCH FTG		BORE FTG
BORE			ASPHALT CUT FTG		SLACK LOOP FTG
ASPHALT CUT & RESTORE					
TRENCH					



CONSTRUCTION NOTES:

- UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
- THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOW. CONTRACTOR IS REQUIRE TO VERIFY PRIOR TO EXCAVATION.
- FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
- ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
 - PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
 - EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
 - BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
 - FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
- TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
- ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
- ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
- BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
- AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
- ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
- EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
- THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

RIGHT OF WAY NOTES:

RIGHT OF WAY LINES DEPICTED HAVE BEEN RESEARCHED USING SOME OR ALL OF THE FOLLOWING RESOURCES/METHODS:
 REFERRING TO RECORDED SURVEYS AND COUNTY PARCEL MAP, SEARCHING FOR PROPERTY CORNER PINS, SEARCHING FOR CENTERLINE MONUMENTS, AND GEOGRAPHICAL OBSERVATION (FENCES, UTILITY LOCATIONS, CHANGES IN LANDSCAPING, ETC.)
 DISCLAIMER: ABSOLUTE RIGHT OF WAY LINES LOCATION MUST BE OBTAINED VIA PROFESSIONAL LAND SURVEY (WHEN NECESSARY).

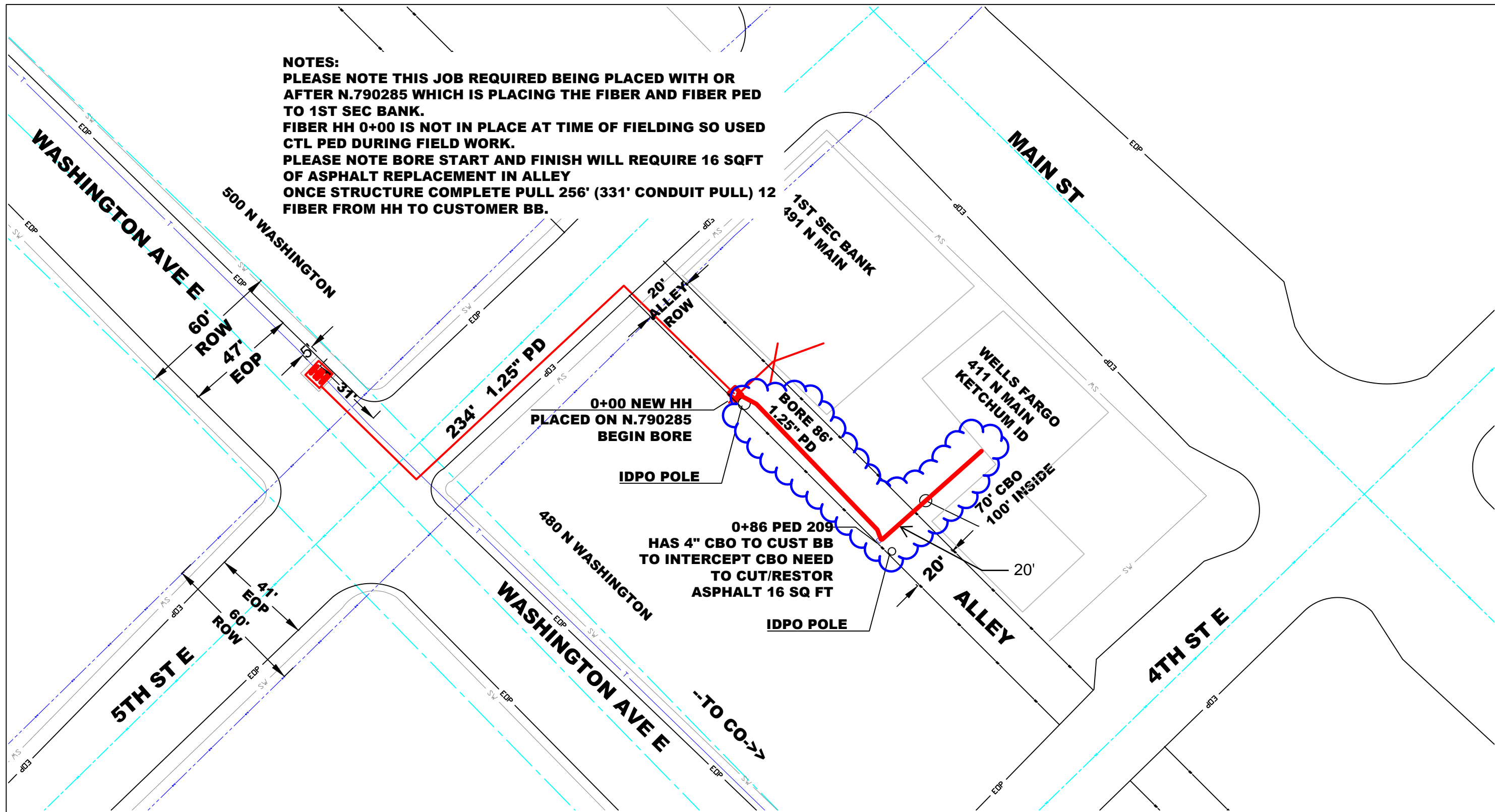
AERIAL CONSTRUCTION NOTES:

- MAINTAIN 40" BELOW LOWEST POWER ATTACHMENTS (TYPICALLY NEUTRAL).
- MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
- CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
- MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
- SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.

KETCHUM CITY PERMIT REQUIRED

GEO: 360231 TAX: 06000 TPR: 210321	SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER SITE/ WELLS FARGO, 411 N MAIN, KETCHUM ID, 83340/ CLLI: KTCHIDBP	REVISIONS			ECD: 6/29/2021	
		DATE	DESCRIPTION			
		1	0			
		#	\$			
		%	~			
FW PROJECT	WFMT PROJECT:	COMMUNITY NAME	ENGINEERING CONTACT	CONTRACT ENGINEER	CONSTRUCTION COORDINATOR	SPlicing COORDINATOR
N.844273	S.2818615	NAME: KETCHUM CITY: KETCHUM	NAME: TENILLE SORENSON PHONE: 208-733-0278	NAME: K HADLEY COMPANY: MTN LTD	NAME: JEFF DUNN PHONE: 208-736-0906	NAME: RICK PERKINS PHONE: 208-736-0906
					ISSUE: 1	EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT. THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.
					WC CLLI: KTCHIDMA	
					SECTION: 18	DESC: PL - 0308-2155602 - 411 N MAIN ST
					TOWNSHIP: 4N	EXCH KEY: 208-726 REM KEY: 3324
					RANGE: 18E	SCALE: NTS DATE: 3/12/2021
						SHEET: 1 OF 2

NOTES:
 PLEASE NOTE THIS JOB REQUIRED BEING PLACED WITH OR AFTER N.790285 WHICH IS PLACING THE FIBER AND FIBER PED TO 1ST SEC BANK.
 FIBER HH 0+00 IS NOT IN PLACE AT TIME OF FIELDING SO USED CTL PED DURING FIELD WORK.
 PLEASE NOTE BORE START AND FINISH WILL REQUIRE 16 SQFT OF ASPHALT REPLACEMENT IN ALLEY ONCE STRUCTURE COMPLETE PULL 256' (331' CONDUIT PULL) 12 FIBER FROM HH TO CUSTOMER BB.



GEO: 360231
TAX: 06000
TPR: 210321

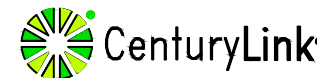
SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER SITE/ WELLS FARGO, 411 N MAIN, KETCHUM ID, 83340/ CLLI: KTCHIDBP

REVISIONS

DATE	DESCRIPTION
1	0
#	\$
%	~



ECD: 6/29/2021



ISSUE: 1
 WC CLLI: KTCHIDMA
 EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

FW PROJECT	WFMT PROJECT:	COMMUNITY NAME	ENGINEERING CONTACT	CONTRACT ENGINEER	CONSTRUCTION COORDINATOR	SPlicing COORDINATOR	SECTION:	DESC: PL - 0308-2155602 - 411 N MAIN ST
N.844273	S.2818615	NAME: KETCHUM CITY: KETCHUM	NAME: TENILLE SORENSON PHONE: 208-733-0278	NAME: K HADLEY COMPANY: MTN LTD	NAME: JEFF DUNN PHONE: 208-733-0906	NAME: RICK PERKINS PHONE: 208-733-0906	TOWNSHIP: 4N RANGE: 18E	EXCH KEY: 208-726 REM KEY: 3324 SCALE: NTS DATE: 3/12/2021

SHEET: 2 OF 2



City of Ketchum
Public Works

OFFICIAL USE ONLY
Permit Fee: _____
Date Paid: _____

RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Property Owner: _____

Project Contact: _____

Mailing Address: _____

Property Street Address: _____

Property Legal Description: _____

Encroachment(s) in Right-of-Way: _____

Name or Description of Right-of-Way Affected: _____

Width of Right-of-Way: _____

Dimensions of Right-of-Way Encroachment(s): _____

Distance of Encroachment from Existing Pavement: _____

Attach diagram identifying streets and/or alleys, total width of right-of-way, dimensions of right-of-way encroachment, types(s) of encroachment and visual aids sufficient to show the impacts of the encroachment.

Owner's Signature *Kaylie Aldous* Date: 3/24/2021

Administrative Use Only

Date Received: _____ Date of Council meeting: _____

Date applicant notified: _____ Date legal notice published: _____

Date adjacent property owners notice mailed: _____

Date ownership verified with Assessor's Office: _____

Owner: Corporation Partnership

Comments (include status, president, ect.): _____

Action taken by Council: _____

Date approved: _____ Date Denied: _____

Resolution Number: _____

Date Right-of-Way Agreement recorded: _____ Instrument Number: _____



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20618 for concrete pavers in the City Right-of-Way.

Recommendation and Summary

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

"I move to authorize the Mayor to sign Encroachment Agreement 20618 with Don Dickerson."

The reasons for the recommendation are as follows:

- The pavers in the ROW were installed prior to 2004
- Formalize the existing paver driveway and nonconforming parking area

Introduction and History

In 2019 Don Dickerson submitted a building permit to add a 376 sq. ft. addition and deck to their existing home at 231 Edelweiss. At final review and Certificate of Occupancy sign off, an existing paver driveway and parking area within the ROW was noted. Current right-of-way (ROW) standards do not permit paver parking areas; however paver driveways are permitted through an encroachment agreement. The new addition did not qualify as a substantial improvement therefore ROW improvements were not required for the project. Based on historic photos, the pavers appear to have been installed prior to 2004. At that time the City did not have approved ROW standards. The City requested Don Dickerson submit a Right-of-Way Encroachment Permit application for the existing pavers within the ROW. The agreement is intended to permit the existing nonconforming parking area and driveway until ROW upgrades are triggered or the pavers become problematic for City operations.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

The existing encroachment currently does not impact public access or city operations.

Financial Impact

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

Attachments:

Encroachment Agreement 20618

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20618

THIS AGREEMENT, made and entered into this ____ day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), whose address is Post Office Box 2315, Ketchum, Idaho and DON DICKERSON, (collectively referred to as “Owner”), whose address is 207 PALM SPRINGS AVE., CHEYENNE, WY 82009.

RECITALS

WHEREAS, Owner is the owner of real property described as 231 Edelweiss Ave. (“Subject Property”), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a paver driveway and parking area within the right-of-way on Edelweiss. 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;

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 maintain the improvements identified in Exhibit “A” within the public right-of-way of Edelweiss Ave. in Ketchum, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner’s expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit “A” shall be approved by the City of Ketchum prior to any modifications taking place.

3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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. 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 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.

OWNER:

CITY OF KETCHUM:

By: _____
Don Dickerson

By: _____
Neil Bradshaw
Its: Mayor

STATE OF _____,)
) ss.
County of _____)

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared DON DICKERSON, 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 _____

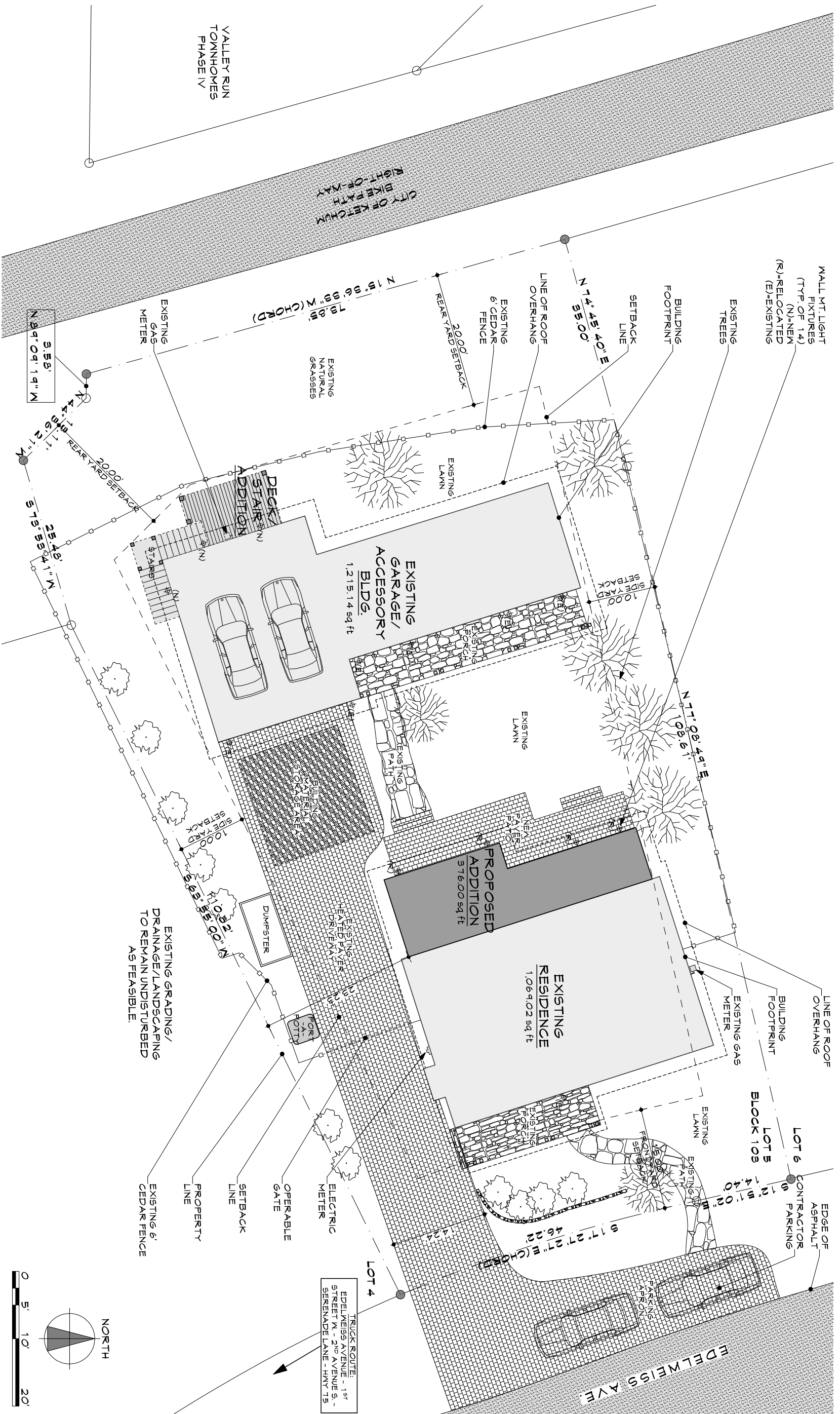
STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the City Administrator 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 _____

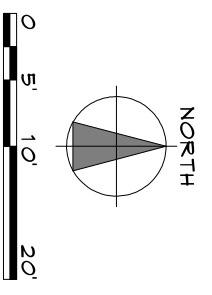
EXHIBIT "A"



(SHOWING CONSTRUCTION ACTIVITY PLAN)

SITE PLAN

SCALE: 1" = 10'





City of Ketchum

OFFICIAL USE ONLY
Date Received: _____
By: _____
Permit Fee: _____
Date Paid: _____

RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Property Owner: Don Dickerson, MD
 Owner Mailing Address: 207 Palm Springs Ave, Cheyenne, WY 82009
 Project Contact: Don Dickerson, MD
 Contact Email: wigardsmail@me.com
 Contact Phone Number: 307-421-7800
 Property Street Address: 231 Edelweiss Ave, Ketchum

Encroachment(s) in Right-of-Way (be specific as possible): _____
Pavers - street encroachment

Name or Description of Right-of-Way Affected: 231 Edelweiss Ave

Width of Right-of-Way: _____
 Dimensions of Right-of-Way Encroachment(s): _____

Attach diagram identifying streets and/or alleys, total width of right-of-way, dimensions of right-of-way encroachment, types(s) of encroachment and visual aids sufficient to show the impacts of the encroachment.

Owner's Signature Don Dickerson MD Date: 2-27-21

Administrative Use Only

Date Received: _____ Date of Council Meeting: _____
 Council Meeting Date: _____
 Action Taken by Council: _____
 Date approved: _____ Date Denied: _____



CITY OF KETCHUM
 P.O. Box 2315
 Ketchum ID 83340
 Phone: (208) 726-7801
 Fax: (208) 726-7812

INVOICE

Date	Number	Page
03/10/2021	4642	1

Bill To: Dickerson, Don
 207 Palm Springs Ave
 Cheyenne WY 82009

Customer No. 1610
Project: 231 Edelweiss Ave
Terms: Due Upon Receipt
Invoice Due Date: 03/10/2021

Quantity	Description	Unit Price	Net Amount
1	RIGHT OF WAY ENCROACHMENT AGREEMENT	150.00	150.00

Please remit payment to:
City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

Amount	150.00
Balance Due	<u>150.00</u>

LORI R DICKERSON 02/11
DON R DICKERSON
207 PALM SPRINGS AVE
CHEYENNE, WY 82009-6105

4193
99-109/1029 12040

PAY TO THE
ORDER OF

City of Kelso
One Hundred fifty dollars & no/100ths

\$ 150.00
DOLLARS

3-9-2021
DATE



Western Wyoming
Credit Union
westernwy.com

FOR DEPOSIT ONLY - AUTOMATIC PAYMENT ONLY
⑆ 102301092⑆ 5308433688⑆ 04193

Lori Dickerson



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Review and Approve the Walnut and 4th Mixed-Use Building Floor Area Ratio (FAR) Exceedance Agreement (Contract #20595)

Recommendation and Summary

Staff recommends that the Ketchum City Council move to approve and authorize the Mayor to sign the Walnut and 4th Mixed-Use Building Floor Area Ratio (FAR) Exceedance Agreement:

Recommended Motion: "I move to approve and authorize the Mayor to sign the Walnut and 4th Mixed-Use Building FAR Exceedance Agreement Contract #20595."

The reasons for the recommendation are as follows:

- Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce.
- Development within the Community Core may be built to a permitted FAR of 1.0 and may be increased up to a maximum 2.25 FAR with an associated mitigation of impacts related to workforce housing.
- The City of Ketchum has instituted the adoption of Exceedance Agreements to memorialize increases above the permitted FAR and associated community housing contributions.
- The applicant agrees with these goals and proposes to provide a 1,488-square-foot community housing unit within the basement of the new mixed-use building as specified in Exhibit B of Contract #20595.

Introduction and History

The project received Design Review approval (Application No. P20-046) from the Planning & Zoning Commission on September 15th, 2020. The applicant has submitted a building permit application and the project plans are currently under review by City departments. The proposal (Exhibit B) specifies that the applicant agrees to list the community housing unit for rent through the Blaine County Housing Authority (BCHA) concurrent with the issuance of a Certificate of Occupancy for the project.

Financial Impact

None

Attachments

- Walnut and 4th Mixed-Use Building FAR Exceedance Agreement (Contract #20595)

**FAR EXCEEDANCE
AGREEMENT
CONTRACT
#20595**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340
Walnut & Fourth LLC	"Developer"	Mailing: C/O Gregory C Carr, 313 N Water Avenue, Idaho Falls, ID 83402 Physical Address: 371 & 391 N Walnut Avenue (Ketchum Townsite: Block 44: 7 & 8)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and Walnut and Fourth LLC, a property owner and developer in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty-day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be

FAR Exceedance Agreement - 2
Contract #20595

interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 19th DAY OF APRIL 2021.

Developer

City of Ketchum, Idaho

Gregory C Carr
Walnut & Fourth LLC

Neil Bradshaw, Mayor

Attest:

Lisa Enourato, Interim City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

FAR EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: Walnut and 4th Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P20-046, Lot Line Shift P21-015, and Building Permit B21-009

DEVELOPER & PROPERTY OWNER: Walnut & Fourth LLC

LOCATION: 371 & 391 N Walnut Avenue (Ketchum Townsite: Block 44: Lot 7A)

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2)

BACKGROUND:

1. The developer has proposed the development of a new 24,311 net square-foot, two-story building located at the southwest corner of 4th Street and Walnut Avenue. The mixed-use building will include a food service establishment, retail, offices, three residential units, and one community housing unit.
2. The project site is located at 371 and 391 N Walnut Avenue (Ketchum Townsite: Block 44: Lot 7A) within the Retail Core Subdistrict of the Community Core (CC-1). The total area of the two combined lots is 16,513 square feet, which conforms to the minimum area required for lots in the CC-2 Zone.
3. The mixed-use building has a proposed Floor Area Ratio (FAR) of 1.26 (20,737 gross square feet/16,513 square feet lot area).
4. The Planning and Zoning Commission approved the Design Review application (P20-046) for the Walnut and 4th Mixed-Use Building project on September 15th, 2020.
5. As a condition of the Design Review approval, prior to issuance of a Building Permit for the project, a FAR Exceedance Agreement addressing the square footage above the permitted 1.0 Floor Area Ratio and memorializing the associated community housing contribution is required (Ketchum Municipal Code §17.124.040).

EXCEEDANCE ANALYSIS

Floor Area Ratios and Community Housing (Ketchum Municipal Code §17.124.040)

Permitted Gross FAR in Community Core Subdistrict 1(CC-1) : 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Walnut and Fourth Mixed-Use Building Proposed Gross Floor Area: 20,737 gross square feet

Lot Area: 16,513 square feet lot area

FAR Proposed: 1.26 (20,737 gross square feet/16,513 square feet lot area)

Increase Above Permitted FAR: 4,224 square feet

20% of Increase: 845 square feet

Net Livable (15% Reduction): 718 square feet

Community Housing Contribution Proposal

The applicant proposes to:

1. Provide a 1,488-square-foot community housing unit within the basement of the mixed-use building.
2. Target subject community housing unit for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenant chosen to occupy the unit shall be selected from the BCHA database of qualified households.
3. The community housing unit shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Staff is recommending the council to contract with DC Engineering for preliminary engineering to provide back up power to our Northwood Well.

I move the council authorize the mayor to sign contract # 20616 with DC Engineering for preliminary design work to provide backup power to our Northwood Well at a not to exceed price of \$9,500.00

The reasons for the recommendation are as follows:

- **The Northwood Well is our primary well and it has no backup power supply**
- **Loss of power could impact firefighting capabilities**

Introduction and History

The Northwood well came online in 1989 as part of the Bigwood PUD Development. With the configuration of our water system at that time, it was not considered to be critical to have back up power at this site. With the growth experienced over the life of the well it, has become our primary well making backup power critical.

Analysis

In the event of a sustained power outage our ability to provide fire protection would be severely compromised. If normal utility power supply fails, it can hamper water flows and fire-fighting operations during summer months. We would have to manually curtailing irrigation or isolate some sections of town.

Sustainability

The recommended action will further the goals of the 2020 Ketchum Sustainability Action Plan in the following ways:

- Provide redundant power in event of a power failure
- It will examine alternative feasible alternatives
- Provide cost estimate (opinion of probable cost) and preliminary schedule for the future design, bidding, and construction of the recommended alternative.

Financial Impact

This is a budgeted item identified in the Water Division CIP.

Attachments:

Proposal from DC Engineering

Respectfully submitted


Pat Cooley / Water Supervisor



Proposal Agreement to Perform Engineering Services for City of Ketchum

Proposal Date: April 8, 2021

Project Name: Northwood Well Standby Power Evaluation

Services Performed For:

City of Ketchum
P.O. Box 2315
110 River Ranch Road
Ketchum, ID 83340

Thank you for considering DC Engineering to serve you on the Northwood Well Standby Power Evaluation project. We very much appreciate the opportunity to work with you and your team on this project.

This proposal is effective as of 4/8/2021, and is entered into by and between DC Engineering and Client (City of Ketchum), and is subject to the terms and conditions specified below and in Exhibit A.

Project Description

The Client’s primary water well (Northwood Well) presently does not have a standby power source if normal utility power supply fails, which can hamper water flows and fire-fighting operations during summer months without manually curtailing irrigation or isolate some sections of town. The Client does have standby generators at most of their other existing water pump stations.

The load at the Northwood Well Pumphouse consists of a 150HP pump controlled via VFD and other miscellaneous pumphouse loads (i.e. lights, receptacles, heat, etc.). Idaho Power has indicated that the measured peak electrical demand at their meter (meter #46013506) was 124-kW and set in the June 24, 2019, billing month.

Scope of Basic Services

This project is to develop a preliminary engineering report (PER) that describes the need for the project, evaluations conducted, recommended alternative, and proposed course of action.

The PER outline will generally be as follows:

- Description of existing facilities
- Description of the problem being addressed
- Identification of alternatives for technically feasible alternatives to address the problem
- Summary and comparison of alternatives
- Recommended alternative and basis of selection
- Cost estimate (opinion of probable cost) and preliminary schedule for the future design, bidding, and construction of the recommended alternative.

Assumptions

We have made the following assumptions while preparing this scope of services and fee estimate:

- As-build drawings of the Northwood Well facilities will be readily available from the Client to help understand electrical requirements and general physical space requirements.
- Client stakeholders will participate in a 1 to 2-hour workshop via conference call with DC Engineering to:
 - Identify any local considerations or policies (i.e. political, economic, social, technological, future facility plans, etc.) that factor into the problem being addressed.
 - Help establish an alternative selection criteria framework that may include both economic and non-economic factors (i.e. operational risks, reliability, life-cycle costs, regulations/codes, etc.) and will be used in the PER as a basis to develop and evaluate alternatives.
- Client assigned stakeholders will remain consistent throughout the project to maintain consistency and continuity, and will provide PER reviews in a timely manner to maintain project schedule.
- Given the conceptual level of the alternative evaluation, the cost opinion includes contingencies and markups for each evaluation. Costs may be supplemented with vendor quotes and similar cost estimating information, and will incorporate capital and annual operation and maintenance costs where appropriate.
- Project site visits and attending meetings in the City of Ketchum are not anticipated.

Design Schedule

The PER could be completed within approximately 6 weeks to 12 weeks. This assumes the above-listed coordination items can be completed approximately 3 weeks prior to the final submittal date. Schedules set outside this range could impact total fees and will be addressed as needed. Our availability to start work on this project could be as early as the week we receive written notice to proceed.

Deliverables

It is anticipated DC Engineering will provide one draft PER for Client review and comment, and will subsequently address and/or incorporate review comments prior to issuing a final PER.

Liability

In recognition to the relative risks and benefits of the project to both City of Ketchum and DC Engineering, we propose to limit our liability (as a business entity or individuals) to the value of the consulting fee received by DC Engineering. DC Engineering shall be responsible to maintain such errors and omissions insurance. DC Engineering shall be responsible to a level of competency for professional engineering services presently maintained by other practicing professional Consultants performing similar work in the state where the project is located.

DC Engineering is offering the above-mentioned professional engineering services to the client for the project specified and its obligations to the client and to the project shall be limited to the engineering disciplines listed without any other responsibilities or obligations. While making efforts to work within client communicated budget guidelines, DC Engineering is not a fiduciary, financial analyst, economist, estimator, or contractor and as such shall not be responsible for project budgets and pricing, or for project funding and financial performance.

The capital costs for this PER are defined as order-of-magnitude level (Class 4) estimate as defined in the AACE International Recommended Practice No. 18R-97, *Cost Estimate Classification System As Applied in Engineering, Procurement, and Construction for the Process Industries*. The level of project definition range is 1% to 15%, and the expected accuracy range is typically within +40% to -20% of actual construction cost. The final cost of the project will depend on actual labor and materials costs, actual site conditions, productivity, competitive market conditions, bid dates, seasonal fluctuations, final project scope and/or schedule, and other variables. As a result, the final project costs will vary from the estimates presented in this PER.

Usage of Documents

The documents prepared by DC Engineering shall remain the property of DC Engineering and shall not be used in whole or part for any other project without written consent of DC Engineering.

Compensation

We propose to provide these services for this project on a time and expense basis, not to exceed (NTE) \$9,500. Billing will be only for actual effort expended on project. Effort will not exceed the NTE amount without prior agreement with City of Ketchum.

Reimbursable costs, if any, will be billed separately, in addition to the fees listed above. Reimbursable costs may include (but not be limited to) lodging, meals, airfare, car rental, fuel, reproduction costs, etc. and will include a 10% mark up to allow for administration work associated with the expense.

Additional Services

Additional services will include, but are not limited to, the follow situations:

- Changes to the scope of basic services or differing conditions from the noted assumptions.
- Making major revisions to documents when such revisions constitute a departure from the identified problem or the alternative selection criteria framework.
- Serving as a Consultant and/or preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding for this project.
- Providing any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.

Should additional services be required, they will be billed at DC Engineering's current standard rate of compensation for time and materials **at the time of the request** for additional services. Current billing rates as of the date of this proposal are as follows:

Item Description	Per Hour
Principal Engineer, PE	\$130-\$210
Professional Engineer, PE	\$125-180
Engineer	\$90-125
Engineer EIT	\$90
Project Manager	\$90-150
Programmer/System Integrator	\$95-180
Commissioning Agent	\$95-150
Designer	\$85-115
Modeling	\$85-105
Drafting	\$75-85

Item Description	Per Hour
Intern	\$45
Administration	\$45-85

Reimbursable expenses, if any, will be billed at cost plus 10 percent.

Payment

Standard payment terms are 45 days after invoice date. Where DC Engineering has agreed to extend terms and receive payment from Client upon Client’s receipt of payment from the Owner, DC Engineering will be paid within 10 days of date Client receives payment from Owner, subject to maximum terms of Net 120 days. Non-payment by Owner does not relieve Client of responsibility of payment in whole to DC engineering for work performed under this contract.

Invoices will be sent to the Client monthly, based upon project milestones and must be paid prior to additional effort/hours being invested into the project. Any invoice not paid within terms is subject to interest at the rate of (12) percent per annum compounded monthly. Non-payment by the Client may constitute a breach of contract, and all work can be stopped on the project. Any unbilled time already accrued to the project will be invoiced and all outstanding amounts must be paid before resumption of work on the project.

Payments can be made electronically (preferred) or by check.

We have a preference for ACH:
 First Interstate Bank
 Routing: 092901683
 Account: 352721
 With payment advice to:
 invoices@dcengineering.net

Checks made payable to:
 DC Engineering, Inc
 440 E Corporate Dr #103
 Meridian, ID 83642
 Invoices@dcengineering.net
 82-0507522 (S-Corp)

This proposal is valid for a period of thirty days from date of issue. If you have any questions, or require additional information, please do not hesitate to ask.

Thank you again for your consideration, we are pleased to serve you on this project.

Sincerely,

APPROVED

John Barrutia, P.E.

Name, Title

DC Engineering, Inc

Date

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. DC Engineering is offering the above-mentioned professional engineering services to the client for the project specified and its obligations to the client and to the project shall be limited to the engineering disciplines listed without any other responsibilities or obligations.
2. **DOCUMENTS** – All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant assigns ownership including copyright to the Client upon payment for services rendered except Consultant retains copyright in its standard systems, sections, details and specifications. Consultant grants Client a license to use Consultant's standard systems, sections, details and specifications but only for this Project. Use of the instruments of service without engagement of the Consultant by Client shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such use by Client or by others acting through Client.
3. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the project, Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
4. **STANDARD OF CARE** – The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.
5. **COST OF THE WORK** – When negotiated as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work. While making efforts to work within client communicated budget guidelines, Consultant is not a fiduciary, financial analyst, economist, estimator, or contractor and as such shall not be responsible for project budgets and pricing, or for project funding and financial performance.
6. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. Client shall pay Consultant pursuant to the rates and charges set forth in the Proposal. Consultant will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within noted time, Consultant may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
7. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, pandemic, epidemic, viral outbreak, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal. If the consultant elects to suspend services, the consultant shall give seven (7) days written notice to client before suspending services.
8. **LIABILITY** – The total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and Consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages whatsoever arising out of Consultant's services, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$ 500,000 whichever is greater.
9. **INDEMNITY** - The Consultant shall indemnify and hold the Client and the Client's officers and employees harmless, but not defend, from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Agreement. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.
10. **MISCELLANEOUS**
- Governing Law:** The laws of the state in which the Consultant office executing this Agreement is located shall govern the validity and interpretation of this Agreement.
- Dispute Resolution:** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.
- Consultant Reliance:** Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- Betterment:** If any item or component of the Project is required due to omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Client if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the Client and shall not be a basis of claim against the Consultant. It is intended by this provision that the Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.
- Certifications:** Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.
- Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant.
- Consequential Damages:** The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.



City of Ketchum
Recreation Department

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve KOCH's Tennis Court Service's proposal to convert one tennis court to four permanent pickleball courts at Atkinson Park

Recommendation and Summary

Staff is recommending the Council approve the proposal to resurface and line four permanent pickleball courts at Atkinson Park at a cost of \$11,500.

The reasons for the recommendation are as follows:

- Pickleball has become one of the fastest growing sports in the world and has become extremely popular for locals and visitors to our valley.
- Four permanent courts will accommodate up to sixteen players at the same time in the space of one tennis court.
- The necessity for a public pickleball venue has become apparent this past summer with the notable increase of participants at our local park.
- The ask is a great compromise for the pickleball and tennis community.
- A Wood River Pickleball Alliance with >200 participants has been established within our valley and is very supportive of this project.

Introduction and History

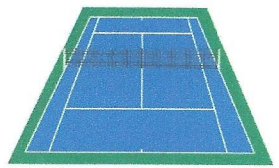
Four temporary pickleball courts were taped on one of the city's tennis courts in the spring of 2020 to accommodate the increased popularity of the sport. These courts were heavily used throughout the summer and fall by locals and visitors to the area. A local grassroots pickleball alliance was established and the city partnered to allow the courts to be reserved for "open" pickleball play. The city provides the only pickleball courts in the valley that are free of charge. Staff's recommendation is to accommodate this all-ages activity in perpetuity.

Sustainability

By creating four public pickleball courts at Atkinson Park, yearly maintenance will be decreased.

Financial Impact

\$3,750 will come from the Recreation Budget Capital Outlay #93-4900-700, and the balance of \$7,750 from the CIP Fund Balance.



KOCH'S

TENNIS COURT SERVICE

3137 Hillcrest Drive, Bozeman, MT 59715

406-570-5182 • kochcourts@gmail.com • www.kochscourts.com

Contractor license #'s: MT #: 23561, ID #: 015592-D4, WA #: CC KOCHSTC885J3, ND #: 41042

Proposal

3/23/21

Submitted to:

John Kearney
City of Ketchum
900 Third Ave. N.
Ketchum, ID 83340

Project: Pickleball courts at Atkinson's Park

Work to be done: We propose to furnish the materials and perform the labor necessary for the completion of:
Convert 1 tennis court into 4 pickleball courts on (60' X 120').

- Rinse with a pressure washer if needed.
- Apply one coat of Laykold acrylic resurfacer to the entire surface per manufacturer specs.
- Apply two coats of Laykold acrylic color to the entire surface per manufacturer specs. (Dark Blue interior & Medium Green exterior)
- Apply primed, textured, white pickleball lines ASBA/USAPA specs.

Notes:

- Owner will provide water access and garbage cans to the job site.
- Project would be done while we are in the Ketchum area to keep travel costs down.
- Add \$500 to the total price to color the pickleball kitchen area a 3rd color.
- Add \$6,650 to total price to supply (NOT install) 4 Premier heavy duty portable pickleball net systems.

All the material is guaranteed as specified, and the above work to be performed as stated above and completed for the sum of:
TEN THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$10,890.00) plus tax and any additional costs which may be incurred for additional work not in the job specification, insurance/bonding, licensing, or legal requirements.

Payment terms: Monthly Progress Payments (materials/equipment ordered), 100% upon completion of the project.

Respectfully submitted by: Koch's Tennis Court Service--Lorne Koch

*This proposal may be withdrawn if not accepted within 30 days.

*This agreement is contingent upon weather or other delays that are out of our control.

Accepted by: _____

Date: _____

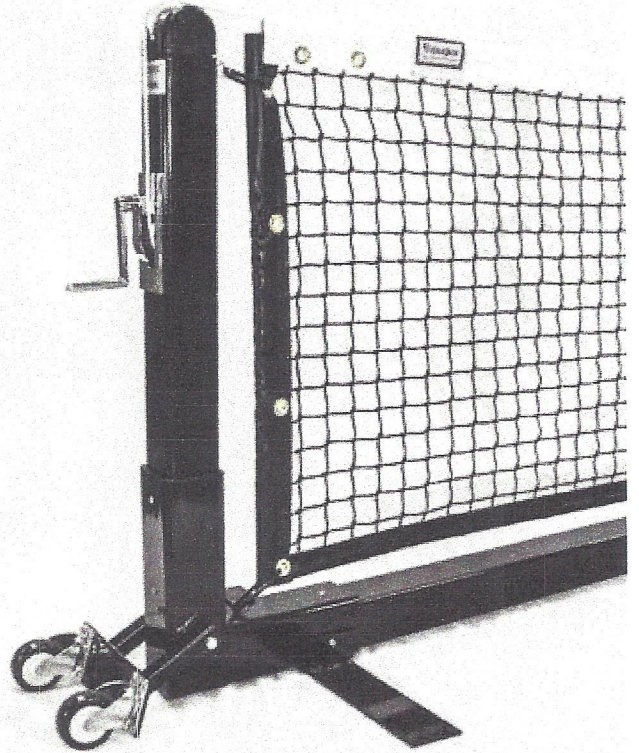
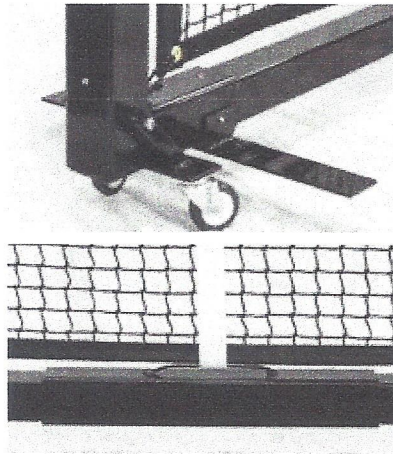
Portable Pickleball Systems

Portable Pickleball

36" h x 22' l

Portable PPS-SQ systems are easy-to-assemble and offer the same long-lasting features as the classic Premier™ SQ tennis post. The 3" square post is constructed from heavy-duty 11-gauge steel. This portable system is supported by unique flat stabilizer legs that offer a greater range of play and increases player safety. Post is internally wound and features a self-locking gear mechanism. Gears are constructed of plated steel and the small gear is case hardened. Gear housings and caps are made of cast aluminum alloy. Gear function is 30:1 to ensure a smooth, easy operation. Systems are finished with black baked-on polyester powder coat to resist rust and increase durability. Heavy-duty base frame is also constructed of 11-gauge 3" square steel and 3-1/2" square 3/16" heavy-wall steel. Net easily attaches with the top cable and to an eye-bolt on the base frame; no lacing rods are needed. Systems are complete with the PN-30 Pickleball net and a velcro center strap. Flush mounted gear plate cover and removable handle are chrome plated. The end wheel assembly features heavy-duty non-scurf swivel casters that allow for smooth and easy mobility. The wheel assembly bracket simply flips up and out of the way while unit is in play.

New lift assist handles are included for each end





**City of Ketchum
Planning & Building**

**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF APRIL 19, 2021**

PROJECT: Warm Springs Ranch

FILE NUMBERS: P 21-001, P21-003, and P21-010

APPLICATION TYPES: Development and Rezoning Agreement 20609, Large Block Preliminary Plat, and Block 1 Subdivision Preliminary Plat

OTHER ACTION: Review and action on Option to Purchase Agreement 20600 to purchase Lots 2-8 of the Large Block Plat

REPRESENTATIVE: Kurt Eggers, Eggers Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Resort PUD Blocks 1-8, 1803 Warm Spring Road

ZONING: Tourist (T) to General Residential (GR-L) Low Density & Recreation Use (RU)

OVERLAY: Floodplain & Avalanche

Recommendation:

Recommendation to move approval and adopt the Findings of Fact, Conclusions of Law and Decision of the City Council for:

- Warm Springs Ranch Development and Rezoning Agreement 20609;
- Permit P21-010 the Large Block Preliminary Plat for Warm Springs Ranch
- Permit P21-001 the Preliminary Subdivision Plat for Block 1



**City of Ketchum
Planning & Building**

IN RE:)
)
Warm Springs Ranch) **KETCHUM CITY COUNCIL**
Development and Rezoning Agreement,) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Large Block Preliminary Plat, and Block 1) **DECISION**
Subdivision Preliminary Plat)
Date: April 19, 2021)
)
File Numbers: P 21-001, P21-003, and P21-010)

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REPRESENTATIVE: Kurt Eggers, Eggers Associates, P.A.

PROPERTY OWNER: Robert Brennan, Brennan Holdings No 300 LLC

LOCATION: Warm Springs Ranch Resort PUD Blocks 1-8, 1803 Warm Spring Road

ZONING: Tourist (T) to General Residential (GR-L) Low Density & Recreation Use (RU)

OVERLAY: Floodplain & Avalanche

NOTICE: The public hearing notice was published in the Idaho Mountain Express on February 24, 2021. A public hearing notice was mailed to adjacent properties within 300 feet of the project site and all political subdivisions on February 24, 2021. A public hearing notice was posted on the project site, the City's website, and 3 locations within the City on March 8, 2021.

RECORD OF PROCEEDINGS

On March 15, 2021, the development team for Warm Springs Ranch presented their project to the City Council to gather feedback and comments from the public and the City Council.

The City Council considered the Warm Springs Ranch project during a public hearing on April 5, 2021. The Council modified the proposed Development and Rezoning Agreement as well as the Warm Springs Ranch Large Block Plat and Block 1 Subdivision Preliminary Plat. After considering the project plans, Staff's analysis, the applicant's presentation, and public comment, the City Council unanimously approved the project.

The City Council approved the Development and Rezoning Agreement 20609 and the Large Block Plat, and the Block 1 Subdivision Preliminary Plat.

FINDINGS OF FACT

Findings Regarding Warm Springs Ranch Project, Development and Rezoning Agreement 20609, Large Block Preliminary Plat P21-010 and Subdivision Preliminary Plat for Block 1 P21-001.

The proposal approved by the City Council consists of the following:

- Rescission and repeal of all the land use permits and approvals granted as part of the 2009 development. This includes the Development and Rezoning Agreement, Large Block Plat and PUD, the PUD and CUP, and all associated land use permits.
- Consideration of a new Development and Rezoning Agreement, a new Large Block Plat, a Preliminary Subdivision Plat for Block 1.

Findings Regarding Development and Rezoning Agreement

A two-phase Development and Rezoning Agreement—Phase 1 is a proposed 35-unit single-family residential development in Block 1, which will be rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District.

Phase 1 Development

The Development and Rezoning Agreement would authorize development of 35 single family units within Block 1 in accordance with the proposed Preliminary Plat for Block 1. Phase 1 will rezone Block 1 from Tourist (T) to the General Residential Low Density (GR-L) Zoning District and the remainder of the property will retain existing zoning. Section 4 of the Development and Rezoning Agreement identifies the terms and conditions for the proposed development. As proposed the Agreement requires:

- Future building permits to comply with the codes in place at the time the permit is applied for.
- The Owner may permit Accessory Dwelling Units (ADUs) in the Block 1 subdivision.
- Units proposed on Lots 32, 33, 34, and 35 (lots fronting on Warm Springs Road), will be subject to Planning and Zoning Commission design review and access shall occur off Bald Mountain Road. These lots may either be developed as single family or deed restricted multi-family housing.
- Bald Mountain Road will be a public street and all the other streets accessing the lots will be private. The public is permitted to access the private streets for walking and driving but public parking is prohibited.

- Consistent with all development along rivers, a 10-foot easement on both sides of the river is provided for fishing and access. Public access will be permitted after sunrise and before sunset.
- Landscaping shall be drought tolerant.
- The riparian zone and landscaping will be protected. Any modification to the riparian zone would require preparation of an overall plan to ensure modifications are consistent and coordinated.
- The existing water right in Block 1 will be transferred to the City.
- All utilities and power shall be underground.
- A parking lot on the south side of Warm Spring Creek will be installed to accommodate users of the open space south of the Creek. The parking lot will consist of 24 parking spaces.
- A new bus shelter, like the shelter constructed on Saddle Road adjacent to Thunder Spring development, will be constructed.
- The Owner will agree to participate in the design and placement of a future Bald Mountain Connector Trail.
- Consolidation of lots in Block 1 will be limited to a maximum of eight lots.
- The sidewalk along Bald Mountain Road from Warm Springs Road has been widened from 6 feet to 8 feet.
- A gravel shoulder will be established from the bus stop on Warm Spring Road east to the existing residential development.

The Council approved a two phased development approach because of the fact there was an option to purchase agreement between the City and Owner for Blocks 2-8.

The Council incorporated the following recommendations of the Planning and Zoning Commission regarding Phase 1 and Phase 2 of the Development and Rezoning Agreement:

Phase 1

- Construction activity plans must limit impacts to the adjacent neighborhood. All contractor parking, construction staging, and materials shall be contained on site. Any vacant lots within the Block 1 subdivision should be used for construction staging and material storage.
- Residents of the Block 1 development shall be permitted to park along the subdivision's private roads. Public parking is prohibited along the subdivision's private roads.
- The 8-foot-wide pedestrian pathway on Bald Mountain Road shall be paved and improved to City standards for sidewalks. The pathway should include a delineation, like a rolled curb, from Bald Mountain Road.
- Should the City purchase Block 2-8, (1) Lopey Lane shall be dedicated as a public road and the Owner's rights to restrict access shall be nullified.
- Shared lane markings and sharrows shall be added to Bald Mountain Road to accommodate bicyclists.

- The applicant shall provide width for a right-hand turn lane on Bald Mountain Road at its intersection with Warm Springs Road to enhance traffic flow. The right-hand turn lane shall be indicated on the roadway plan for review and approval by the City Engineer and the Streets Department.
- Add a plat note indicating that development on parcels within Block 1 shall not be eligible for variances or waivers based on site conditions or topography. Development must comply with development standards in place at time of permit approvals.

Future Phase 2

The Development and Rezoning Agreement only authorizes development of Block 1 of the Large Block Plat and the installation of an unimproved parking lot with 24 public parking spaces on Block 2 that would be accessed from Parcel D (Lopey Lane) of the Block 1 subdivision. No development is proposed or permitted in Blocks 2-8 without the Owner submitting a planned unit development application and associated preliminary parcel map. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.

The City and Owner have negotiated an Option to Purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission and City Council with separate planned unit development and preliminary plat applications for any future development.

In the event the City does not purchase Blocks 2-8, the Owner is retaining the right to limit or prohibit public access to Blocks 2-8, or any part thereof. The Owner may terminate the pedestrian access, parking, and access to the south side of Warm Springs Creek and all rights of entry or use of Blocks 2-8 at any time, for any reason whatsoever, without notice. The property is private property and the Owner currently has the right to close access to the public today.

Findings Regarding Large Block Preliminary Plat

The project includes the rescission and repeal of all land use approvals granted as part of the previous 2009 development, including the existing Large Block Plat. The new Warm Spring Ranch Large Block Plat (Project Plans Dated February 2021: Sheet P1) consists of 8 blocks ranging in various sizes and encompassing a total of 78.39 acres. The Large Block Plat noted certain improvements approved with the 2009 development, including private road #2 extending through blocks 2-6, private road #3 through block 2, and buildings envelopes on lots 3 and 8.

All references to the 2009 development, including private roads and building envelopes on block 2-8, must be removed and the road configuration as approved with the Block 1 Subdivision Preliminary shall be shown on the Large Block Plat.

Findings Regarding Block 1 Residential Subdivision

The Block 1 Subdivision Preliminary Plat will create 35 single-family residential lots and parcels A, B, C, D, and E within the General Residential (GR-L) Low Density Zoning District. Portions of Block 1 are also within the Floodplain Overlay and Avalanche Zone. Block 1 is 13.72 acres and the single-family residential lots range in size from a minimum area of 8,252 square feet to a maximum area of 22,241 square feet. Lots 32-35 may either be developed as single family or deed restricted multi-family housing.

Consistent with Ketchum Municipal Code §16.04.030.C3, the subdivision application was transmitted to City Departments including the City Engineer, Fire, Building, Utilities, and Streets departments for review. The project shall meet all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

Infrastructure Improvements

Infrastructure improvements include new roadways, water and sewer facilities, water-efficient irrigation systems for landscaping, pedestrian access, underground utilities, an unimproved parking lot, and a bus shelter. The applicant has submitted an impact statement as required by KMC §16.04.120. This statement provides an analysis of the development's potential impacts on the city, including how the project may affect public utilities and facilities, traffic, the environment, and Ketchum's economy.

Street Improvements (KMC §16.04.040.H)

Noncompliant with streets standards for grade and intersection approach angles, the project will realign Bald Mountain Road to enhance access and safety. Bald Mountain Road will become a public street dedicated to the City. Parcels A and D will be private roads. Parcel A includes Townhouse Lane, Sunrise Circle, and Mountain Creek Drive. Parcel D is Lopey Lane, which will access the unimproved parking lot. As required by Ketchum Municipal Code §12.04.030.B1 and Fire Code, the residential roadways have a minimum paved width of 26 feet. The proposed roadway plan enhances safety from existing conditions. As specified in the Development and Rezoning Agreement, the Owner will be responsible for year-round maintenance of all private roadways, including snow removal to maintain access, parking, and the emergency vehicle turnaround.

In addition to these roadways, the Owner will install a new bus shelter on Parcel B along Warm Springs Road (Project Plans Dated February 2021: Sheet C-1). As specified in the proposed Development and Rezoning Agreement, the applicant will also provide an easement for pedestrian access to the Warm Spring Ranch open space. The pedestrian access easement will include an 8-foot-wide sidewalk along Bald Mountain Road.

Sanitary Sewage Disposal (KMC §16.04.040.K), Water System (KMC §16.04.040.L), and Utilities (KMC §16.04.040.P) Improvements

Portions of existing water and sewer lines within the development site will be abandoned and new domestic water and sewer lines will be installed to serve the proposed residential subdivision. The water and sewer plans are indicated on Sheets C3 and C4 of the project plans. All utilities, including natural gas, electricity, telephone, cable TV, and internet services, shall be installed underground.

Drainage Improvements (KMC §16.04.040.O)

Drainage within the residential subdivision will be managed through a system of swales, catch basins, and drywells. The grading and drainage plan is indicated on Sheet C-2 of the project plans.

Easements (KMC §16.04.040.J)

As specified in the proposed Development and Rezoning Agreement, the applicant will provide an easement for pedestrian access to open space. The pedestrian access easement will include a 8-foot wide shoulder along Bald Mountain Road. The 8-foot-wide pedestrian pathway shall be paved and improved to City standards for sidewalks.

As required by Ketchum Municipal Code §16.04.040.J3, the Block 1 Subdivision includes a 10-foot wide fisherman/sportsman's access and nature study easement along both sides of the Warm Springs Creek riverbank. This public fishing access will be provided on Block 2 and accessed from Lopey Lane (Parcel D) within the Block 1 Subdivision. Should the City purchase Block 2-8 (1) Lopey Lane shall be dedicated as a public road and the Owner's rights to restrict access shall be nullified.

The riparian zone identified in Block 1 will be designated as an easement governed and managed by the Warm Springs Ranch Homeowners' Association to ensure future modifications to the riparian zone and the streambank do not occur individually but occur in a comprehensive coordinated approach. In addition to the City's floodplain regulations, the HOA's management will further reinforce the preservation and protection of the riparian area. The Council emphasized the importance of Warm Springs Creek's restoration as well as protection and stewardship of the riparian area.

The applicant has provided an access and public utility easement benefiting the adjacent Country Club Townhomes and Warm Springs Townhouse Condominiums within Parcel A (Townhouse Lane). Parcel E is a parking space and trash receptacle easement to benefit the Warm Springs Townhouse Condominiums.

Cuts, Fills, and Grading Improvements (Ketchum Municipal Code §16.04.040.N)

Certain lots include development constraints due to Block 1’s sloping topography. The Commission discussed development on certain sloped lots may require extensive engineering to retain grade. Future homes should comply with all zoning and dimensional standards. To address this concern, the Council added a plat note stating that: (1) development on the 35 lots within the subdivision shall not be eligible for any waivers or variances and (2) new residential construction shall comply with all zoning and development standards specified in Title 17 of Ketchum Municipal Code.

Waiver (Ketchum Municipal Code §16.04.130)

Ketchum Municipal Code §16.04.130 provides an opportunity for applicants to request waivers from certain subdivision standards. Waivers may be granted by the City Council on a case-by-case basis upon the recommendation of the Planning and Zoning Commission. The application for a waiver request must demonstrate that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.

The applicant has requested waiver from certain street design and grading standards due to the site’s topographical challenges. The Commission supported and the Council approved the applicant’s waiver request because the project will improve the development’s site circulation design, enhance safety, and expand pedestrian access.

Table 1: Findings Regarding Preliminary Plat Requirements

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030.J)				
Compliant			Standards and Council Findings	
Yes	No	N/A	City Code	City Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			Council Findings	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			Council Findings	<i>All required materials for the preliminary plat application have been submitted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.

			Council Findings	<i>This standard has been met. The preliminary plat contains a scale, north point, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Council Findings	<i>This standard has been met. The name of the proposed subdivision is Warm Springs Ranch Block 1.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Council Findings	<i>This information has been provided on the application form and indicated on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Council Findings	<i>This standard has been met. The legal description is Block 1 of Warm Springs Ranch Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Council Findings	<i>This standard has been met. Adjoining subdivisions and parcels of property, including the Warm Springs Townhouse Condominiums, Warm Springs Tennis Condominiums, Country Club Townhomes, Bald Mountain Townhomes, and Blocks 2 and 6 of Warm Springs Ranch Subdivision have been indicated on the preliminary plat (Sheet P1).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Council Findings	<i>The development site's existing topography is indicated on Sheet on P2 and E1 of the project plans. Existing and proposed contours are indicated on Sheets L1.1, C-1, and C-2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Council Findings	<i>The project plans indicate the scaled locations of existing buildings and improvements, including the existing Warm Springs Townhouse Condominiums pool. The preliminary plat indicates the scaled location of adjacent Warm Springs Road and realigned Bald Mountain Road, which will be dedicated to the city as a public street. The preliminary plat includes the scaled location of the subdivision's private roads, including Mountain Creek Drive, Townhouse Lane, and Lopey Lane. The project plans indicate the subdivision's utility, pedestrian, fisherman's and nature study easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Council Findings	<i>This boundary description and the area of the tract are noted on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Council Findings	<i>Plat Note #1 indicates that Warm Springs Ranch Block 1 Subdivision is within the City's General Residential Low Density (GR-L) Zoning District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.

			Council Findings	<i>This standard has been met. The preliminary plat indicates the location and dimension of street rights of way, lots, lot lines, easements as well as the lot and block numbers and street names.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Council Findings	<i>This standard has been met. The project plans indicate the location, approximate size, and propose use of all land intended to be dedicated for public use, including realigned Bald Mountain Road. The project plans indicate the location, size, and proposed use of land for common use of all future owners within the proposed Warm Springs Ranch Block 1 subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Council Findings	<i>This standard has been met. The roadway plan is indicated on Sheet C1 and the associated grading and drainage plan is indicated on C2. The water infrastructure plan is indicated on Sheet C3. The sewer infrastructure plan is indicated on Sheet C4.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Council Findings	<i>This standard has been met. The roadway plan is indicated on Sheet C1 and the associated grading and drainage plan is indicated on C2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Council Findings	<i>The grading and drainage plan is indicated on Sheet C-2 of the project plans. The proposed drainage plan is a system of drywells, catch basins, and storm drain pipes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Council Findings	<i>An area map showing Warm Springs Ranch Block 1 in relation to Warm Springs Road and existing Bald Mountain Road is included in the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Council Findings	<i>The preliminary plat and project plans show the location and area of the floodplain, floodway, and avalanche zones on the development site.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Council Findings	<i>Building envelopes are shown on lots 1 through 13 as required for lots that contain floodplain and avalanche zone. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the</i>

				<i>intersection have been shown on corner lots. Warm Springs Ranch Block 1 Subdivision does not contained slopes of 25% or greater based on natural contours (Ketchum Municipal Code §16.04.040.F2).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Council Findings	<i>This standard has been met. The lot area of every lot and parcel within the Warm Springs Ranch Block 1 Subdivision is indicated on the preliminary plat (Sheet P1).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			Council Findings	<i>Block 1's existing conditions are indicated on Sheets P2 and E2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator:
				Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Council Findings	<i>The Warm Springs Ranch Block 1 Subdivision is unique and will not be confused with the name of any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Council Findings	<i>This standard shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Council Findings	<i>The applicant has submitted the draft Declaration Establishing Covenants, Conditions, and Restrictions for Warm Springs Ranch Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Council Findings	<i>This standard has been met. The applicant has a current title report and copy of the owner's recorded deed to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Council Findings	<i>This standard has been met.</i>

Table 2: Findings Regarding Subdivision Development & Design Standards

Subdivision Development and Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/ A	City Code	City Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<p>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p>
			Council Findings	<i>The applicant has submitted proposed plans for the Warm Springs Ranch Block 1 Subdivision's improvements, including the roadways and utilities. The project plans, including the riparian plan on Sheet L2, preserve natural features and will restore this section of Warm Springs Creek. Following the City Council's review and approval of the preliminary plat, the applicant shall prepare and submit final construction design plans for review and approval by the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<p>Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.</p>
			Council Findings	<i>The applicant shall submit final construction plans for all improvements for the subdivision's streets, easements, sanitary sewage disposal system, water system, drainage, and utilities. These construction plans shall be stamped by an Idaho-licensed civil engineer. The final construction plans shall be reviewed and approved by the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			Council	<i>Prior to final plat approval, the applicant shall construct all required improved as per</i>

			Findings	<i>the approved plans. These improvements shall be inspected by the City Engineer and the subdivision shall secure a Certificate of Completion prior to final plat approval. The City Council may accept a performance bond in cases where the required improvements can not be constructed due to weather conditions or other factors beyond the subdivider's control.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			Council Findings	<i>Prior to City Council's review and approval of the final plat, all improvements shall be inspected and approved by the City Engineer. Within 10 days after the subdivision's improvements have been installed and the as-built drawings have been submitted, the City Engineer shall inspect the project and certify the completion and acceptance of improvements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Council Findings	<i>The applicant shall meet the required monumentation standards prior to the City Engineer's certification of completion of the subdivision's required improvements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide

			<p>open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. B. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <ol style="list-style-type: none"> 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
		<p>Council Findings</p>	<p><i>The Block 1 Subdivision Preliminary Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. The proposed Development and Rezoning Agreement will rezone Block 1 from Tourist (T) to General Residential (GR-L) Low Density. Portions of Block 1 are also within the Floodplain Overlay and Avalanche Zone. Block 1 is 13.72 acres and the single-family residential lots range in size from a minimum area of 8,252 square feet to a maximum area of 22, 241 square feet. The 35 lots comply with the size, width, depth, shape, orientation, and minimum building setback lines required in the General Residential Low Density (GR-L) Zoning District. The 30-foot setback from Warm Springs Road as required by Ketchum Municipal Code §17.12.030 has been indicated on Lot 32 through 35.</i></p> <p><i>Building envelopes are shown on lots 1 through 13 as required for lots that contain floodplain and avalanche zone. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots. Warm Springs Ranch Block 1 Subdivision does not contained slopes of 25% or greater based on natural contours (Ketchum Municipal Code §16.04.040.F2).</i></p>

				<p>Every lot in the subdivision has a minimum of 20 feet of frontage on either Bald Mountain Road, which will be dedicated to the city as a public street, or on the subdivision's private roads on Parcels A and D (Townhouse Lane, Mountain Creek Drive, and Lopey Lane). As indicated in plat note 3, private roads shall maintain a free and clear width of 26 feet for emergency vehicles. Parcels A and D include a 40-foot-wide access and public utility easement and a 10-foot-wide snow storage easement.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Council Findings	<p><i>A two-phase Development and Rezoning Agreement, Phase 1 is a proposed 35-unit single family residential development in Block 1, which will be rezoned from Tourist (T) to the General Residential Low Density (GR-L) Zoning District Phase 2 may or may not occur. No development is proposed or being permitted in Blocks 2-8. The City and Owner have entered into an Option to Purchase Blocks 2-8. In the event the City and Owner do not complete the sale of the property, the Owner will return to the Planning and Zoning Commission with a separate PUD and preliminary plat for any future development. In Blocks 2-8, the Owner is retaining the existing zoning of the blocks that consist of Tourist and Recreational Use zoning designations.</i></p> <p><i>5 blocks are proposed within the Warm Springs Ranch Block 1 Subdivision. The block pattern is designed to comply with the lot requirements specified in Ketchum Municipal Code §16.04.040.F. The block configuration is designed based on the development's sites existing topography and natural features, including Warm Springs Creek. Consistent with Ketchum Municipal Code §16.04.040.G4, building envelopes outside of a 75-foot radius from the intersection have been shown on corner lots.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>H. Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any

				<p>other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <ol style="list-style-type: none"> 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names
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				<p>shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <ol style="list-style-type: none"> 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider; 17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement; 19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code; 20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city; 21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications; 22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated and shall be required improvement installed by the subdivider; 23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the city council; and 24. 24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
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			<p>Council Findings</p> <p><i>Noncompliant with streets standards for grade and intersection approach angles, existing Bald Mountain Road will be realigned to enhance access and safety. Bald Mountain Road will be a public street dedicated to the city. Parcels A and D will be private roads. Parcel A includes Townhouse Lane, Smelter Circle, and Mountain Creek Drive. Parcel D is Lopey Lane, which will access the unimproved parking lot. As specified in the proposed Development and Rezoning Agreement, the public will be permitted access on all private roads within Block 1 for walking of driving. No public parking will be permitted along the subdivision's private roads. As specified in the Development and Rezoning Agreement, the Owner will be responsible for year-round maintenance of all private roadways, including snow removal to maintain access, parking, and the emergency vehicle turnaround. The roadway plan is included on Sheet C-2 of the applicant's project plans. In addition to these roadways, the owner will install a new bus shelter on Parcel B along Warm Springs Road.</i></p> <p><i>Access to the single-family residences proposed on lots fronting Warm Springs Road (lots 32-35) shall be from Bald Mountain Road. The development on these lots shall be subject to Design Review pursuant to Chapter 17.96 of Ketchum Municipal Code.</i></p> <p><i>Ketchum Municipal Code §16.04.130 provides an opportunity for applicants to request waivers from certain subdivision standards. Waivers may be granted by the City Council on a case by case basis upon the recommendation of the Planning & Zoning Commission. The application for a waiver request must demonstrate that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.</i></p> <p><i>The applicant has requested waiver from certain street design and grading standards due to the site's topographical challenges. The applicant's waiver request and associated analysis is included as Attachment E to the Staff Report. Staff supports approving the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p>Council Findings</p> <p><i>N/A. Warm Springs Ranch Block 1 Subdivision will be located within the City's General Residential Low Density (GR-L) Zoning District. Alleys are not required in residential areas.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J.</p> <p>J. Required Easements:</p>

		<ol style="list-style-type: none"> 1. Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 2. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities. 3. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 4. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 5. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 6. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans. 7. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate 18on-vehicular transportation system throughout the city.
	<p>Council Findings</p>	<p><i>As specified in the proposed Development and Rezoning Agreement, the applicant will provide an easement for pedestrian access to open space. The pedestrian access easement will include a 8-foot wide sidewalk along Bald Mountain Road. The 8-foot wide pedestrian access to open space required to be installed adjacent to Bald Mountain Road as required pursuant to the Development and Rezoning Agreement is indicated on Sheet C-1 of the project plans.</i></p>

			<p><i>As required by Ketchum Municipal Code §16.04.040.J3, the Block 1 Subdivision includes a 10-foot wide fisherman/sportsman’s access and nature study easement along both sides of the Warm Springs Creek riverbank. This public fishing access will be provided on Block 2 and accessed from Lopey Lane (Parcel D) within the Block 1 Subdivision.</i></p> <p><i>The applicant has provided an access and public utility easement benefiting the adjacent Country Club Townhomes and Warm Springs Townhouse Condominiums within Parcel A (Townhouse Lane). Parcel E is a parking space and trash receptacle easement to benefit the Warm Springs Townhouse Condominiums.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p>Council Findings</p> <p><i>Portions of existing water and sewer lines within the development site will be abandoned and new domestic water and sewer lines will be installed to serve the proposed residential subdivision. The water and sewer plan is indicated on Sheets C3 and C4 of the project plans (Attachment C). The existing sewer lines proposed to be abandoned must be maintained throughout construction until all new sewer lines have been installed.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.L</p> <p>L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<p>Council Findings</p> <p><i>Portions of existing water and sewer lines within the development site will be abandoned and new domestic water and sewer lines will be installed to serve the proposed residential subdivision. The water and sewer plan is indicated on Sheets C3 and C4 of the project plans (Attachment C). An additional 3rd valve shall be installed on</i></p>

				<p>the T at the intersection of Townhouse Lane with Mountain Creek Drive. Taps must conform to manufacturer's specifications for C-900 pipes. All opposing service line taps, such as at lots 3 & 4 and lots 32 & 33, must be offset from each other. The subdivision application requires chlorination flushing and pressure testing plan. The subdivision application plans require review and approval from the Idaho Department of Environmental Quality (DEQ).</p> <p>Fire hydrant valves shall be installed at the public water main. All fire hydrants shall be Mountain Style hydrants. A frost-free hydrant and drain rock shall be installed as a circulation point off the fire line extension at Smelter Circle.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Council Findings	<p>N/A. Warm Springs Ranch Block 1 Subdivision is within a residential area. The residential subdivision does not adjoin incompatible uses of features, such as highways, railroads, commercial, or light industrial districts.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be

		<p>allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
	<p>Council Findings</p>	<p><i>The applicant has submitted a preliminary soils report prepared by an Idaho-licensed engineer as required by Ketchum Municipal Code §16.04.040.N1. Due to the subdivision's proximity to Warm Springs Creek, prior to any work taking place, an erosion protection plan must be submitted with the construction drawings for the required improvements for review and approval by the City Engineer (Ketchum Municipal Code §12.04.030.K).</i></p> <p><i>Retaining walls are indicated on the grading and drainage plan (Sheet C-2). The supplemental materials include examples of retaining walls designs and materials, including gabion, concrete, stone veneer, faux rock, and ultrabock. The final construction drawings shall specify the design, materials, and dimensions for all retaining walls within the development. The roadway plan should include specifications, including a cross section, of the proposed retaining walls. A safety barrier, such as a guardrail or landscaped buffer, may be required for retaining walls sited adjacent to a walking or driving surface.</i></p>

				<p><i>Ketchum Municipal Code §16.04.130 provides an opportunity for applicants to request waivers from certain subdivision standards. Waivers may be granted by the City Council on a case by case basis upon the recommendation of the Planning & Zoning Commission. The application for a waiver request must demonstrate that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.</i></p> <p><i>The applicant has requested waiver from certain street design and grading standards due to the site's topographical challenges. The applicant's waiver request and associated analysis is included as Attachment E to the Staff Report. Staff supports approving the applicant's waiver request because the project will improve the development's site circulation design, enhance safety, and expand pedestrian access.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.0	<p>O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Council Findings	<i>Drainage within the residential subdivision will be managed through a system of swales, catch basins, and drywells. The grading and drainage plan is indicated on Sheet C-2 of the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Council Findings	<i>The applicant must coordinate with Idaho Power and Intermountain Gas to determine the location for all underground lines and connections. All utilities including, but not limited to, electricity, natural gas, telephone and cables services shall be installed underground. Adequate provision for expansion of such services within the subdivision or to adjacent lands, including installation of conduit pipe across and underneath streets, shall be installed by the subdivider prior to construction of street improvements. (Ketchum Municipal Code §16.04.040.P).</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Council Findings	<i>The new bus shelter is indicated on Parcel B (Sheet C-3). Mountain Rides has reviewed and approved the preliminary plans for the proposed bus stop location.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	<i>The Block 1 Subdivision Preliminary Plat will create 35 single-family residential lots and parcels A, B, C, D, and E. The proposed Development and Rezoning Agreement will rezone Block 1 from Tourist (T) to General Residential (GR-L) Low Density. Portions of Block 1 are also within the Floodplain Overlay and Avalanche Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	<i>The project plans, including the riparian plan on Sheet L2, preserve natural features and will restore this section of Warm Springs Creek. Following the City Council's review and approval of the preliminary plat, the applicant shall prepare and submit final construction design plans for review and approval by the City Engineer.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
3. The Planning and Zoning Commission has authority to review and recommend approval of the applicant's Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
4. The City Council has the authority to review and approve the applicant's Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum City Council **approves** the Warm Springs Ranch Development and Rezoning Agreement, Large Block Preliminary Plat, and Block 1 Subdivision Preliminary Plat application this Monday April 5, 2021 as presented at the meeting.

Findings of Fact **adopted** this 19th day of April 2021.

Neil Bradshaw
Mayor, City of Ketchum



City of Ketchum

April 19, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to enter into an Interlocal Contract for Cooperative Purchasing

Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into the Interlocal Contract for cooperative Purchasing with Houston-Galveston Area Council by adopting the following motion:

"I move to authorize Mayor Bradshaw to enter into the Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council."

The reasons for the recommendation are as follows:

- This allows the city to purchase various items at negotiated pricing and discounts, in keeping with 67-2807 Idaho Code.

Introduction and History

Idaho Code requires lays out procedures for bidding various materials, equipment and services. The code also allows local governments to "tag on" to solicitations, bids and negotiated pricing. This can simplify the purchasing of items that do not require customization for the city's needs. The code states in part:

"Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter."

Many cities in Idaho utilize cooperative associations to reduce the effort required to solicit pricing and to purchase as prices negotiated more competitively than the City of Ketchum could obtain by itself.

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

The contract itself does not commit the city to any purchasing or expenditures. Expenditures still need the existing approval process.

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Ketchum**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **480 East Ave Ketchum, ID 82240**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **04/19/2021** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2020** and ends **09/30/2021**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Ketchum
Name of End User (local government, agency, or non-profit corporation)

480 East Ave
Mailing Address

Ketchum, ID 82240
City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Neil Bradshaw, Mayor
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____
Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **City of Ketchum** County Name: **Blaine**

Mailing Address: **PO Box 2315 Ketchum, ID 83340**

Main Telephone Number: **208-726-3841** FAX Number:

Physical Address: **480 East Ave Ketchum, ID >82240**

Web Site Address: **ketchumidaho.org**

Official Contact: Bill McLaughlin

Mailing Address: **PO Box 2315**

Ketchum, ID 83340

Title: **Fire Chief**

Ph No.: **208-727-5074**

FX No.:

E-Mail Address: **bmclaughlin@ketchumfire.org**

Authorized Official: Neil Bradshaw

Mailing Address: **PO Box 2315**

Ketchum, ID 83340

Title: **Mayor**

Ph No.: **208-726-5084**

FX No.:

E-Mail Address: **nbradshaw@ketchumidaho.org**

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



City of Ketchum

April 19, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to authorize purchase of Wildland Firefighting Equipment from Idaho Department of Lands

Recommendation and Summary

Staff is recommending the council authorize the purchase of wildland firefighting equipment by adopting the following motion:

"I move to approve the purchase of wildland firefighting equipment from the Idaho Department of Lands in the amount of \$13,494.52 to be paid from the Fire Station Bond."

The reasons for the recommendation are as follows:

- Ketchum faces a regular and growing risk of wildfires.
- Upon termination of the former agreement with Ketchum Rural Fire District, all wildland fire equipment was retained by the district.
- Currently the City has almost no wildland firefighting equipment.

Introduction and History

For many years, the Ketchum Fire Department fought wildland fires with brush trucks and tools that were purchased largely using rural fire district funds. When Ketchum Rural Fire District terminated the agreement with the city, they took that equipment. Currently the fire department has PPE for firefighters, but almost no tools or equipment. In the event of a wildland fire threatening Ketchum, the current level of preparedness allows about 5 firefighters out of 50 to engage the fire.

This equipment is available through Idaho Department of Lands at federal contract pricing.

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

The cost of purchasing the equipment is \$13,494.52. It would come from the fire station and equipment bond. The project is coming in sufficiently under budget to allow this purchase without risk.



IDAHO DEPARTMENT OF LANDS – BUREAU OF FIRE MANAGEMENT

SUPPLY ORDER FORM

Billing Information

To: _____
 From: Ketchum Fire Department
 Address: PO Box 2315
Ketchum ID 83340
 Phone: 208-727-5074
 PCA (IDL Only) -

Shipping Information

Date: April 13 2021
 Ship to: IDL Area Office Other*
 Name: _____
 Shipping _____
 Address: _____

*May incur shipping charges

Line	Catalog	NFES	QTY	Unit	FY21 SUP	Total Cost	Color, si	Material Description
1	4210	000727	1	BX	87.52	87.52		BAND,RETAINING FIRE
2	6660	001050	2	KT	182.62	365.24		BELT,WEATHER KIT
3	8415	000078	2	PR	107.86	215.72		CHAPS, PROTECTIVE
4	4210	000857	1	EA	21.50	21.5		COUPLING,HOSE,FIRE
5	4210	000916	1	EA	12.37	12.37		COUPLING,HOSE,FIRE
6	8465	000744	13	EA	73.97	961.61		FIELD PACK
7	5110	000351	12	DZ	12.23	146.76		FILE,HAND
8	6260	000105	1	BX	142.49	142.49		FUSEE,BACKFIRING
9	5210	000510	1	EA	32.62	32.62		GAGE,SHARPENING
10	5330	000254	1	PG	3.82	3.82		GASKET
11	5330	000743	1	PG	4.97	4.97		GASKET,FIRE HOSE
12	5110	001857	4	EA	15.07	60.28		HANDLE,PULASKI TOOL
13	4210	001238	24	LG	147.03	3528.72		HOSE ASSEMBLY,NONME
14	4210	001239	24	LG	186.78	4482.72		HOSE ASSEMBLY,NONME
15	4210	001016	10	LG	37.96	379.6		HOSE ASSEMBLY,NONME
16	5120	000146	4	EA	62.72	250.88		MATTOCK
17	6350	001138	3	EA	14.26	42.78		MIRROR,EMERGENCY SI
18	4210	000138	20	EA	8.39	167.8		NOZZLE,FIRE EQUIPME
19	4210	001081	2	EA	24.67	49.34		NOZZLE,FIRE EQUIPME
20	4210	001082	2	EA	53.41	106.82		NOZZLE,FIRE EQUIPMENT
21	8465	001855	6	EA	57.20	343.2		PACK,PERSONAL GEAR
22	6515	001027	2	BX	30.19	60.38		PLUG,EAR
23	4320	001149	2	KT	199.81	399.62		PUMP,BACK PACK
24	4210	000659	1	EA	83.10	83.1		RAKE,FOREST FIRE
25	4210	000733	4	EA	7.13	28.52		REDUCER,HOSE,FIRE F
26	4210	000010	14	EA	7.00	98		REDUCER,HOSE,FIRE F
27	4210	000241	2	EA	127.43	254.86		TORCH,DRIP
28	5120	000235	4	EA	5.64	22.56		WRENCH,SPANNER
29	4210	000259	12	EA	95.06	1140.72		WYE CONNECTION,FIRE
Grand total						13494.52		



City of Ketchum
City Hall

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Request to Approve Task Orders #7 and #8 for Contract #20477 with CSHQA for A&E Development for the New City Hall at 191 5th Street

Recommendation and Summary

Staff requests City Council approval of Task Orders #7 & #8 associated with contract #20477 with CSHQA for Agency Coordination and Construction Administration.

"I move approval of Task Orders #7 & #8 with CSHQA for Construction Administration for the new City Hall."

The reasons for the recommendation are as follows:

- CSHQA has provided A&E services for the project to date.
- The city must relocate to the new city hall by summer 2021.
- Construction Administration is necessary to ensure the work is completed in compliance with architectural drawings.

Introduction and History

The City Council approved a contract with CSHQA in 2020 to create a facility program and develop conceptual designs. The second phase of services from CSHQA was for preconstruction services which included further analysis of the project with the Core/Headwaters LLC to arrive at construction options and cost estimates. Based on that work, the city elected to pursue a minimal tenant improvement path versus full renovation. CSHQA has completed drawings to assist with proper subcontractor bidding.

The next phase of work will focus on refinements to the drawings for final submission to the building department for review. The final task order will ensure proper administration oversight during the construction phase.

Sustainability Impact

Tenant improvements will follow sustainability best practices.

Financial Requirement/Impact

Combined, the task orders, will not exceed \$75,000. They will be billed on a monthly basis per the contract's hourly rate. The unreserved fund balance in CIP will fund this contract.

Attachment:

Task Orders #7 & 8

TASK ORDER AUTHORIZATION

Date: April 15, 2021

Task Order Nos.: 07 Revised and 08

Client: City of Ketchum
480 East Avenue North
Ketchum, Idaho 83340

Project No.: 20126.000

Project: Ketchum City Hall
191 Fifth Street
Ketchum, Idaho 83340

Description of Services:
<p>Provide limited architectural and engineering (structural, mechanical (plumbing and HVAC), and electrical) services to include the following:</p> <p><u>Revised Task 07 – Agency Coordination/Bidding</u></p> <ul style="list-style-type: none"> • Coordinate with the Contractor for bidding and answer questions. • Issue addenda. • Submit project to building department, provide a conformed document set that incorporates all accepted alternates, and answer building department questions. <p><i>NOTE: We will closely monitor our time and will provide documentation to you for any additional services that may be needed beyond the total noted above.</i></p> <p><u>Task 08 – Construction Administration</u></p> <ul style="list-style-type: none"> • Participate in weekly or bi-weekly construction meetings via Zoom or other electronic format. • Answer Contractor questions related to Code, ADA, Lifesafety, or modifications that affect the design. • Perform four (4) Architectural site visits. • Perform one (1) Architectural and Engineering punchlist at the end of the project. • Process submittals, including receipt, review of, and appropriate action on Shop Drawings, Product, Data, Samples, and other submittals required by the Contract Documents. • Issue Change Requests. <p>The terms and conditions of the original contract executed June 19, 2020, shall apply to the services provided in this Task Order Authorization. This Authorization shall be considered an addendum to the original contract with the Architect/Engineer.</p>

Task Order Authorization

Task Order Nos.: 07-08

Project Name, Location: Ketchum City Hall, Ketchum, Idaho

Project No.: 20126.000

Page 2 of 2

April 15, 2021

Compensation shall be as follows:
Task 07 – Payroll Cost basis not-to-exceed \$35,000.00 plus Reimbursable Expenses
Task 08 – Payroll Cost basis not-to-exceed \$40,000.00 plus Reimbursable Expenses

This Task Order Authorization constitutes your acceptance and authorization for the Architect and/or Engineer to proceed with the services described above.

Approved By: _____
Neil Bradshaw, Mayor

John D. Maulin
Executive Vice President
Electronic Signature
CSHQA, Inc.
2021.04.15 14:09:23-06'00'
Approved By: _____
John D. Maulin, Executive Vice President

Date: _____

Date: April 15, 2021

We appreciate this opportunity and look forward to continuing to work together on this project. If you have questions, please let us know.

Sincerely,

CSHQA, Inc.



Danielle Weaver, AIA

DW:me



City of Ketchum
City Hall

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Approval of Change to Agreement #20613 for Transfer of Sun Valley Road

Recommendation and Summary

Staff requests City Council approve Agreement #20613.

"I approve amended Agreement #20613 with Blaine County for road relinquishment and transfer of ownerships of Sun Valley Road spur."

The reasons for the recommendation are as follows:

- Blaine County requested a change to the agreement which was approved at the April 5 City Council meeting.

Current Report

On April 5, 2021, City Council approved the relinquishment and transfer of ownership of the Sun Valley Road spur. Since then, Blaine County requested a change to the agreement to clarify that the County would pay the City once it received the funds from ITD.

Sustainability Impact

There is no sustainability impact.

Financial Requirement/Impact

The City will receive \$864,600 from the County.

ROAD RELINQUISHMENT AND TRANSFER OF OWNERSHIP AGREEMENT #20613
[Blaine County-City of Ketchum]

PARTIES

This Agreement is made and entered into this _____ day of _____, 2021, by and between **BLAINE COUNTY**, a body politic and corporate (the “County”) and the **CITY OF KETCHUM**, a municipal corporation of the State of Idaho (the “City”).

PURPOSE

The County and the Idaho Transportation Board, through its agency, the Idaho Transportation Department (the “State”) have simultaneously entered into a Road Relinquishment and Transfer of Ownership Agreement (the “ITD Agreement”), whereby the State relinquished and transferred to the County the Transferred Highway (hereafter defined), for the purpose of the County subsequently entering into this Agreement with the City. The State, the County, and the City have mutually agreed that the County will relinquish to the City, upon acceptance from the State, that certain, approximately 0.3 mile stretch of Spur 75, including any right-of-way appurtenant thereto, as more specifically shown on the attached Exhibit A (such specific section being referred to herein as the “Transferred Highway”). This Agreement will set out the terms for this relinquishment.

AUTHORITY

The City accepts jurisdiction of the Transferred Highway pursuant to Idaho Code 40-607. Further, the County transfers ownership of the Transferred Highway pursuant to Idaho Code, Section 40-607.

THE PARTIES AGREE AS FOLLOWS:

SECTION I: That the County will:

1. Relinquish and transfer ownership of the Transferred Highway to the City by quit claim deed.
2. Upon execution of this agreement **and receipt of funds from ITD**, pay to the City the amount of eight hundred sixty-four thousand, six hundred dollars (\$864,600).

SECTION II: That the City will:

1. Consent to the transfer from the County and accept the jurisdiction, control, and ownership of, and responsibility for in full and every respect, the Transferred Highway, as of the effective date and payment.

SECTION III: Approval and Effect

1. This Agreement, along with any agreements related hereto, including but not limited to the referenced ITD Agreement, will become effective when it is signed by all parties and then reviewed and approved by the Idaho Transportation Board.
2. In the event that approval for the project from the Idaho Transportation Board is not granted, or that funding is not available prior to the effective date of this Agreement, this Agreement becomes void.

EXECUTION

This Agreement is executed for the County by its Chair, upon authorization from the Board of County Commissioners, and for the City by its Mayor, upon authorization from the City Council.

BLAINE COUNTY, STATE OF IDAHO

APPROVED

Chair, Board of County Commissioners

ATTEST:

County Clerk

(SEAL)

By regular/special meeting on

CITY OF KETCHUM, STATE OF IDAHO

Mayor

ATTEST:

City Clerk

Ketchum

2018 Inventory of Community Greenhouse Gas Emissions



Photo Credit: Sam Ferrone

Produced by City of Ketchum and Ketchum Sustainability Advisory Committee

With Assistance from ICLEI - Local Governments for Sustainability USA

April 9, 2021

Ketchum Leading by Example



Credits and Acknowledgements

City of Ketchum

Mayor Neil Bradshaw
Amanda Breen, Ketchum City Council
Michael David, Ketchum City Council
Courtney Hamilton, Ketchum City Council
Jim Slanetz, Ketchum City Council
Suzanne Frick, City Administrator, Administration (previous)
Jade Riley, City Administrator, Administration (current)
Brittany Skelton, City Planner, Planning and Building

Ketchum Sustainability Advisory Committee

Rebecca Bundy
Courtney Hamilton
Scott Lewis
Betsy Mizell
Katrin Sharpe

Interns from Western Washington University

Aaron Grant
Casey Mauck
Erin Mayer
Katelyn Coleman
Kip Creech
Morgan Merillat

Data Source Contacts

City of Ketchum
Ketchum Sun Valley Wastewater Treatment Facility
Idaho Power Company
Salmon Electric (Blaine County only)
Intermountain Gas
Idaho Department of Transportation
Clear Creek Disposal
Southern Idaho Solid Waste

ICLEI-Local Governments for Sustainability USA

This report was prepared by Sharon Grant, Owner at Eco Edge and Contractor for the Ketchum Sustainability Advisory Committee, with assistance from Aaron Grant, intern from Western Washington University, Institute for Energy Studies. The authors would especially like to thank staff at the City of Ketchum for providing much of the insight and local information necessary for the completion of this report. The authors would also like to thank the other local jurisdictions in the Wood River Valley that collaborated on completing GHG inventories -- these include the cities of Bellevue, Carey, Hailey, and Sun Valley as well as Blaine County. The authors also appreciate Erica Linson at the Sun Valley Institute for applying to ICLEI for this initiative and supporting the process. The authors also acknowledge that the technical assistance from ICLEI -- in particular, Tom Herrod -- for this inventory came out of the Mountain 2030 Conference.

This GHG Inventory Report was developed using a template provided by ICLEI – Local Governments for Sustainability, USA. This template and its appendices were published in January 2019.

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City of Ketchum

March 18, 2021

Dear Ketchum Community:

The City of Ketchum adopted its first Sustainability Action Plan in 2019. The 5-year plan lists specific actions the City and the community can take to shift our trajectory toward greater sustainability, including limiting our greenhouse gas emissions. This is why it is so important for our community to accurately measure greenhouse gas emissions and to implement plans to minimize those emissions as quickly as possible.

One of the first actions recommended by the plan is to develop a greenhouse gas inventory in alignment with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC) standard. Now, Ketchum has applied this standard in developing our 2018 Greenhouse Gas Inventory and we can now accurately evaluate our progress in reducing emissions over time. We are collaborating with hundreds of other cities to build common information about contributions to climate change, and with this inventory are able to compare among ourselves.

This challenge is momentous, and it will take our entire community to respond – together. This inventory report helps create information necessary to form that process. I look forward to continuing our community dialog to ensure we do our part to address climate change.

Sincerely,

Neil Bradshaw
Mayor

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Executive Summary

The City of Ketchum recognizes that greenhouse gas (GHG) emissions from human activity are catalyzing profound climate change, the consequences of which pose substantial risks to the future health, wellbeing, and prosperity of our community. Climate change is warming the earth, which is causing more lightning strikes and affecting water supplies and snowpack. More lightning has been a cause of increasing wildfires in recent years, which are a threat to Ketchum and the local economy. Furthermore, Ketchum has multiple opportunities to benefit by acting quickly to reduce community GHG emissions. Benefits of action include reducing energy and transportation costs for residents and businesses, creating green jobs, improving health of residents, and making your community a more attractive place to live and locate a business. Ketchum has a tourism-based economy due to many amenities such as the Sun Valley ski resort, which was recently ranked number one in the nation by Ski Magazine. Ketchum is also located at the “end of the line” and faced potential natural gas shortages a few years ago as well as power outages due to a single electric line. It has been heavily debated in the community whether the planned redundant electric line is the best solution, so conserving energy is another approach, which also reduces emissions.

Ketchum has begun the climate action planning process, starting with inventorying emissions back in 2007 and creating a Ketchum Energy Advisory Committee, which later became the Ketchum Sustainability Advisory Committee. Sustainability goals were set, and annual sustainability action plans were created in 2019 and 2020. In 2019, the opportunity arose to collaborate with the other jurisdictions in the Wood River Valley and work with ICLEI on a more current inventory. This report provides estimates of greenhouse gas emissions resulting from activities in Ketchum as a whole in 2018, i.e., “community-wide emissions.” ICLEI also provides a protocol for government-based emissions, but this report incorporates municipal emissions into the community-wide emissions rather than publishing separate inventories.

Key Findings

Community-Wide Emissions

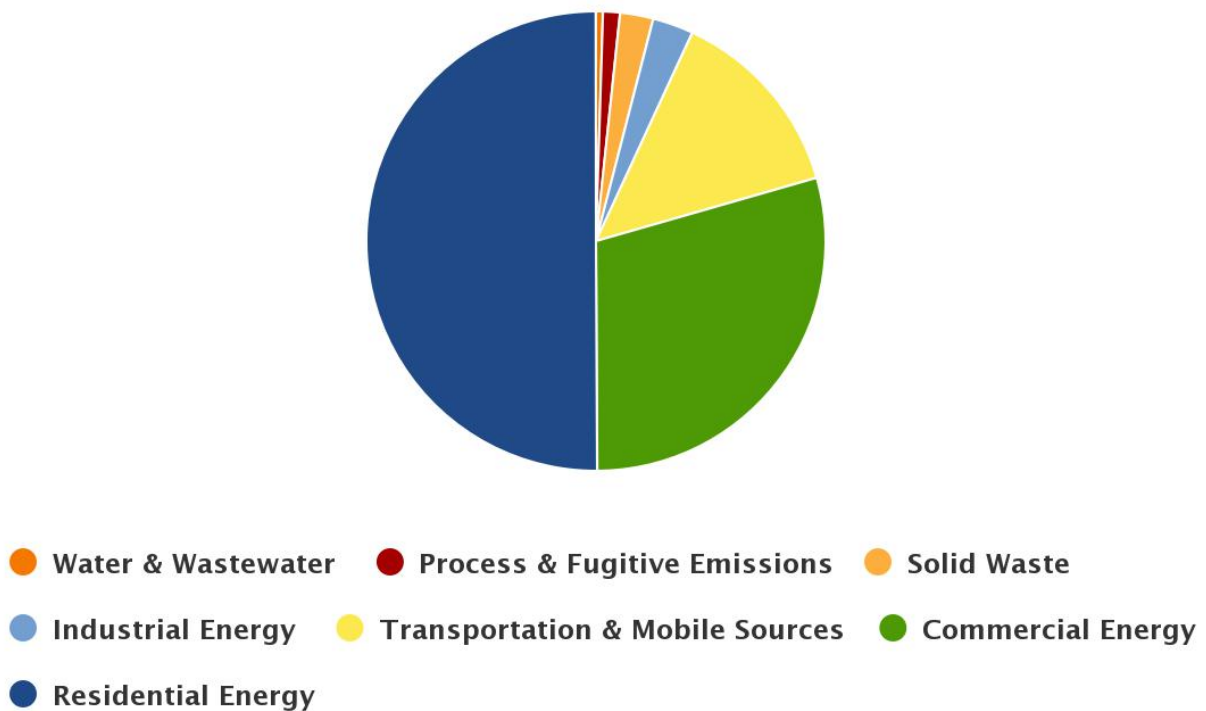
There are a variety of emissions sources and activities included in the community-wide inventory even though the City of Ketchum does not have significant and direct influence over all sources and activities. The largest contributor is residential energy with 50% of emissions. The next largest contributor is commercial energy with 29% of emissions. Actions to reduce emissions in both these sectors will be a

key part of a climate action plan. Each of these contributors is more than transportation at 14%, industrial energy at 3%, solid waste at 2%, process and fugitive at 1% and water and wastewater at less than 1%.

It is worth noting that solid waste has significantly less emissions than typical communities because the Milner Butte landfill that receives solid waste from Blaine County has a sophisticated gas-to-fuel system. Methane, which is a powerful greenhouse gas with a 100-year global warming potential 28 times that of CO2 according to the Intergovernmental Panel on Climate Change's (IPCC) 5th Assessment Report, is captured and converted to electricity to power nearby homes. This not only prevents significant and harmful emissions from going into our atmosphere, it is also estimated to generate \$36m in revenue over the next 20 years.

Figure 1: Community-Wide Emissions

CO2e By Category



Residential Energy, especially electricity, is the largest contributor to emissions in Ketchum. This will be an important activity on which to focus efforts in developing a climate action plan. Commercial Energy and Transportation also account for a large part of emissions and will also be important to address.

Next Steps

The City's next planned actions are creating a formal climate action plan and specific planned emissions reduction actions based on the emissions reduction targets set in 2018, which include:

1. Align with the 2030 Challenge and upgrade existing municipal buildings towards a 50% reduction in energy use by 2030 compared to a 2007 baseline and ensure new buildings are carbon neutral by 2030
2. Ensure critical loads are met with resilient sources of energy by 2030
3. Eliminate emissions from municipal vehicles by 2030
4. De-carbonize all city facilities by 2030

In December of 2020, the City of Ketchum approved even more ambitious climate goals, which were also adopted by the City of Hailey, City of Bellevue, and Blaine County. These goals are:

1. One Hundred Percent (100%) clean energy for municipal electricity use by 2030, including at least 75% clean energy by 2025; and
2. One Hundred Percent (100%) Clean Energy for the community-wide electricity supply by 2035; and
3. Transition city and county fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035
4. One Hundred Percent (100%) clean energy for all energy use by 2045.

Next steps are to continue to focus on conserving energy and reducing emissions in municipal buildings and operations to “lead by example” for the community, but this inventory has brought increased focus to the residential energy use of the community.

Climate Change Background

Naturally occurring gases dispersed in the atmosphere determine the Earth's climate by trapping solar radiation. This phenomenon is known as the greenhouse effect. Overwhelming evidence shows that human activities are increasing the concentration of greenhouse gases and changing the global climate. The most significant contributor is the burning of fossil fuels for transportation, electricity generation and other purposes, which introduces large amounts of carbon dioxide and other greenhouse gases into the atmosphere. Collectively, these gases intensify the natural greenhouse effect, causing global average surface and lower atmospheric temperatures to rise.

Ketchum could be impacted by drought, reduction in snowfall, increased risk of wildfire, a lowering water table, and other local risks associated with climate change. Current and expected impacts to Ketchum related to climate change are explained below. Other expected impacts in Idaho include frequent and damaging storms accompanied by flooding and landslides, summer water shortages as a result of reduced snowpack, and the disruption of ecosystems, habitats, and agricultural activities.

Many communities in the United States have taken responsibility for addressing climate change at the local level. Reducing fossil fuel use in the community can have many benefits in addition to reducing greenhouse gas emissions. More efficient use of energy decreases utility and transportation costs for residents and businesses. Retrofitting homes and businesses to be more efficient creates local jobs. In addition, money not spent on energy is more likely to be spent at local businesses and add to the local economy. Reducing fossil fuel use improves air quality and increasing opportunities for walking and bicycling improves residents' health.

Evidence of Human-Caused Climate Change

The Intergovernmental Panel on Climate Change (IPCC)'s Fifth Assessment Report affirms that "warming of the climate system is unequivocal, as is now evident from observations of increases in global average air and ocean temperatures, widespread melting of snow and ice and rising global average sea level."¹ Researchers have made progress in their understanding of how the Earth's climate is changing in space and time through improvements and extensions of numerous datasets and data analyses, broader geographical coverage, better understanding of uncertainties and a wider variety of measurements.² These

¹ IPCC, 2014: Climate Change 2014: Synthesis Report. Contribution of Working Groups I, II and III to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Core Writing Team, R.K Pachauri, and L.A. Meyer (eds.)]. Geneva, Switzerland, 151 pp

² IPCC, 2014: Summary for Policymakers. In: Climate Change 2014: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Solomon, S., D. Qin, M. Manning, Z. Chen, M. Marquis, K.B. Averyt, M. Tignor and H.L. Miller (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA.

refinements expand upon the findings of previous IPCC Assessments – today, observational evidence from all continents and most oceans shows that “regional changes in temperature have had discernible impacts on physical and biological systems.”

The Fifth Assessment asserts that “it is *extremely likely* that more than half of the observed increase in global average surface temperature from 1951 to 2010 was caused by the anthropogenic increase in GHG concentrations and other anthropogenic forcings together. Globally, economic and population growth continued to be the most important drivers of increases in CO₂ emissions from fossil fuel combustion. Changes in many extreme weather and climate events have been observed since about 1950. Some of these changes have been linked to human influences, including a decrease in cold temperature extremes, an increase in warm temperature extremes, an increase in extreme high sea levels and an increase in the number of heavy precipitation events in a number of regions”. As shown in Figure 2, indicators such as global averaged sea level change and globally averaged combined land and ocean surface temperature anomaly have all increased since the beginning of the 20th century and are continuing to trend upward.

In short, the Earth is already responding to climate change drivers introduced by mankind.

Regional and Local Impacts

Scientific leaders have determined that we must act to mitigate climate change by the year 2030. Locally, governments and residents have a responsibility to protect homes and businesses from the following risks:

- Frequent and damaging storms accompanied by flooding and landslides

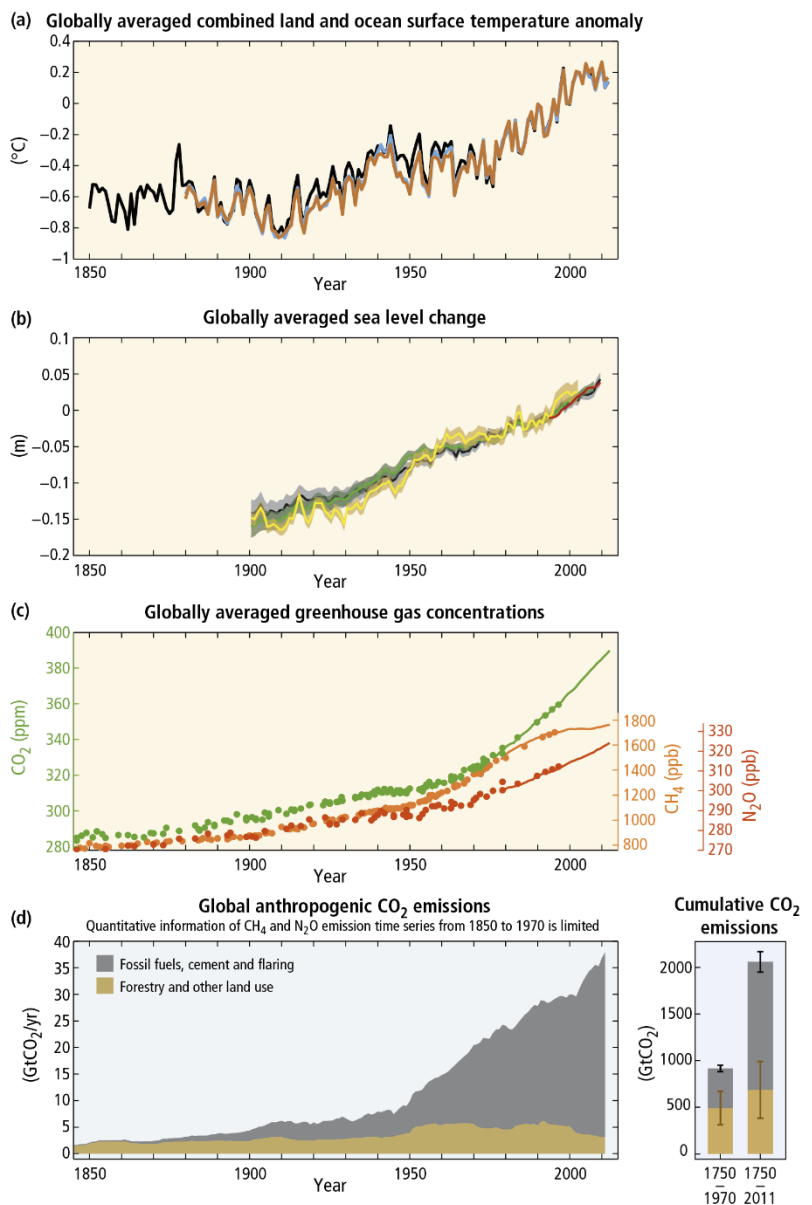


Figure 2: Observations and other indicators of a changing global climate system

- More frequent, longer duration and more impactful flooding
- Summer water shortages as a result of reduced snow pack
- More frequent and higher intensity wildfires
- Drought and depletion of the aquifer
- Disruption of ecosystems, habitats, and agricultural activities
- Shorter winters in a tourism economy that includes a winter season

There is opportunity to be a part of the solution for a global problem and for future generations.

Climate Policy Context

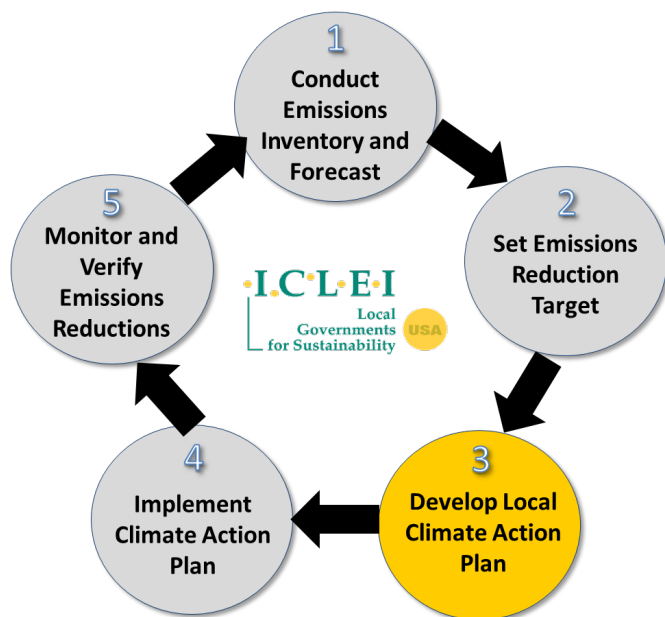
Ketchum is located in Blaine County, which tends to have a more Democratic governance and populace, and in the State of Idaho where there is a Republican-dominated Legislature. In the past year, the Republican Governor was the one of the first State politicians to recognize that climate change is caused by humans. On January 16, 2019 Governor Brad Little took an important step forward for climate change policy in Idaho and acknowledged the existence and challenges brought by climate change to Idaho communities. On March 6, that conversation finally started. [The House Environment, Energy, and Technology Committee held Idaho's first-ever official hearing on climate change.](#) Idaho experts discussed the risks and opportunities our state may face in a changing climate.

ICLEI Climate Mitigation Program

In response to the problem of climate change, many communities in the United States are taking responsibility for addressing emissions at the local level. Since many of the major sources of greenhouse gas emissions are directly or indirectly controlled through local policies, local governments have a strong role to play in reducing greenhouse gas emissions within their boundaries. Through proactive measures around land use patterns, transportation demand management, energy efficiency, green building, waste diversion, and more, local governments can dramatically reduce emissions in their communities. In addition, local governments are primarily responsible for the provision of emergency services and the mitigation of natural disaster impacts.

ICLEI provides a framework and methodology for local governments to identify and reduce greenhouse gas emissions, organized along Five Milestones, also shown in Figure 3:

1. Conduct an inventory and forecast of local greenhouse gas emissions;
2. Establish a greenhouse gas emissions reduction target;
3. Develop a climate action plan for achieving the emissions reduction target;
4. Implement the climate action plan; and,
5. Monitor and report on progress.



This report represents the completion of ICLEI’s Climate Mitigation Milestone One for the community as a whole and provides a foundation for future work to reduce greenhouse gas emissions in Ketchum.

Figure 3: ICLEI Climate Mitigation Milestones

Sustainability & Climate Change Mitigation Activities in Ketchum

Ketchum has already implemented programs that have or will lead to ancillary benefits in the form of energy conservation and greenhouse gas mitigation.

These lead-by-example projects to reduce government emissions include:

- The Wastewater Treatment Facility joined an Idaho Power cohort and has reduced electricity use by about 30 percent. The cohort led to adopting an Energy Efficiency Initiative Policy Statement in 2014 aimed at saving energy in operations. Currently, the City is enrolled in a U.S. Department of Energy Sustainable Wastewater Infrastructure of the Future Energy Recovery (SWIFter) Initiative with the introductory meeting on April 13, 2021. It is aimed at providing customized technical assistance on energy and related data management, energy efficiency improvements, advanced technology integration, and project financing.
- The Water Division also joined an Idaho Power Cohort and as of January 2021 has saved over 250,000 Kilowatt hours.
- The Water Division also embarked on a multi-year project to upgrade the Ketchum spring water line over four phases and began the final phase 4 in 2021. To date the City has abandoned over 23,000 lineal feet of dilapidated water lines and is currently not producing approximately 11.5 million gallons

per month. This equates to an annual amount of approximately 140 million gallons per year not produced at a cost savings of \$1,425 dollars per month.

- The Streets Department has purchased an assortment of hand tools that are battery powered: drills, impact wrenches and an impact hammer for paver demo.
- The Facilities Maintenance Department has replaced about one-quarter of their small engine machines (e.g., weed whacker, blowers, and mowers) with battery-powered models.
- Installed solar PV and electric vehicle charging stations at the Ore Wagon Museum.
- Conducted energy audits of 7 municipal buildings through the State Office of Energy and Mineral Resources (OEMR) Leading by Example program for ASHRAE level I audits by the University of Idaho Integrated Design Lab (IDL).
- Performed a lighting audit of all municipal buildings and upgraded to more efficient and safer LED lighting.
- Upgraded the HVAC (heating, ventilating, and air conditioning) at the Streets Warehouse building to improve energy efficiency and indoor air quality.
- Upgraded the insulation, air sealing, exhaust fans, and refrigerator at the Parks and Rec building.
- Secured \$15,000 in in-kind grant funding from OEMR for energy saving upgrades.
- Engaged BSU through the national DOE Industrial Assessment Program to audit and develop renewable energy solutions for the Wastewater Treatment Plant and the Northwood Pumping Station as part of an overall effort to provide resilient back-up power for critical services.
- Engaged IDL to conduct a deeper energy analysis of the new Ketchum City Hall.
- Established LEED Silver requirements for the new Ketchum Fire Station.
- Replaced a gas boiler at the water department building with an electric boiler to reduce the carbon emissions associated with gas-powered equipment and appliances.
- Committed approximately \$25,000 per year for several years to make irrigation upgrades to not only save water but also save energy due to the water energy nexus whereby it takes energy to pump and transport water.
- Continued installation of missing sidewalks throughout the city to promote walkability and reduce carbon emissions.
- Installed bicycle lanes and sharrows throughout town to reduce vehicle usage carbon emissions.

Additionally, to encourage lower community emissions, the City amended local building codes in 2012 to require all new residential construction to be NGBS or LEED Silver certified with additional green requirements for additions and remodels and has continued as the largest single supporter of Mountain Rides to provide public transportation across the Wood River Valley.

Inventory Methodology

Understanding a Greenhouse Gas Emissions Inventory

The first step toward achieving tangible greenhouse gas emission reductions requires identifying baseline emissions levels and sources and activities generating emissions in the community. This report presents emissions from the Ketchum community as a whole. The government operations inventory is a subset of the community inventory; for example, data on commercial energy use by the community includes energy consumed by municipal buildings, and community vehicle-miles-traveled estimates include miles driven by municipal fleet vehicles.

As local governments have continued to join the climate protection movement, the need for a standardized approach to quantify GHG emissions has proven essential. This inventory uses the approach and methods provided by the Community Greenhouse Gas Emissions Protocol (Community Protocol)³.

Community Emissions Protocol

The Community Protocol was released by ICLEI in October 2012 and represents a new national standard in guidance to help U.S. local governments develop effective community GHG emissions inventories. It establishes reporting requirements for all community GHG emissions inventories, provides detailed accounting guidance for quantifying GHG emissions associated with a range of emission sources and community activities, and provides a number of optional reporting frameworks to help local governments customize their community GHG emissions inventory reports based on their local goals and capacities.

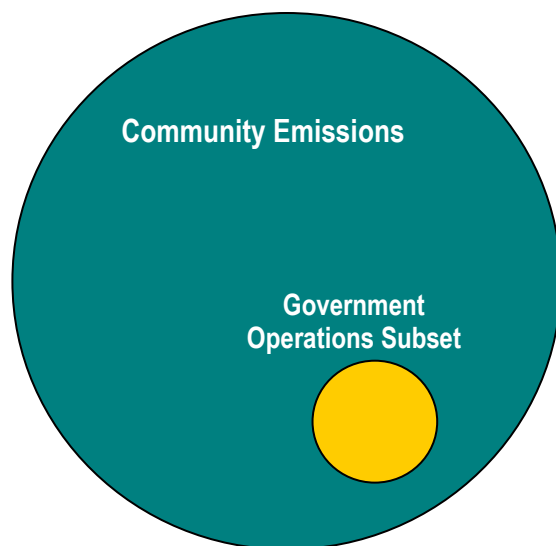


Figure 4: Relationship of Community and Government Operations Inventories

Quantifying Greenhouse Gas Emissions

Sources and Activities

Communities contribute to greenhouse gas emissions in many ways. Two central categorizations of emissions are used in the community inventory: 1) GHG emissions that are produced by “sources” located within the community boundary, and 2) GHG emissions produced as a consequence of community “activities”.

³ <http://www.iclei.usa.org/tools/ghg-protocol/community-protocol>

Source	Activity
Any physical process inside the jurisdictional boundary that releases GHG emissions into the atmosphere	The use of energy, materials, and/or services by members of the community that result in the creation of GHG emissions.

By reporting on both GHG emissions sources and activities, local governments can develop and promote a deeper understanding of GHG emissions associated with their communities. A purely source-based emissions inventory could be summed to estimate total emissions released within the community’s jurisdictional boundary. In contrast, a purely activity-based emissions inventory could provide perspective on the efficiency of the community, even when the associated emissions occur outside the jurisdictional boundary.

Base Year

The inventory process requires the selection of a base year with which to compare current emissions. Ketchum’s community greenhouse gas emissions inventory utilizes **2018** as its base year but an earlier inventory was done in **2007** using data from 2005. In 2007, the sources of data for an inventory were not always consistent with the current sources and protocol so the 2005 data is not directly comparable to the 2018 data. More specifically, the residential, commercial, and industrial emissions are directly comparable, but the transportation, solid waste, and fugitive emissions have some variances in the methodology of sourcing data between the two inventories.

A comparison of 2005 emissions vs. 2018 emissions is shown in Figure 5 below.

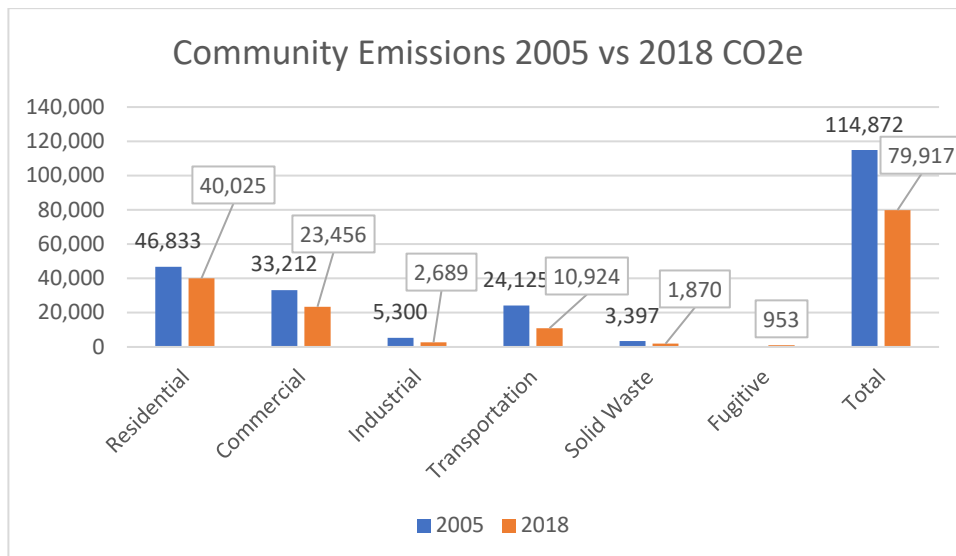


Figure 5: Community Emissions – 2005 vs 2018 CO2e

Emissions in 2018 were lower in every category except fugitive emissions, which were not calculated in 2005. Even though total emissions were approximately thirty-percent lower in 2018, the amount of residential electricity used was 88,973,340 kWh in 2018 compared to only 53,144,057 kWh in 2005. This is likely due to the grid becoming “greener” even though total usage increased. In addition, the proportions were different in 2005 in which commercial energy use and transportation made up a higher percentage while residential energy use was a lower portion in 2005 than in 2018. Transportation has also become “greener” with more fuel-efficient and electric vehicles. See the comparisons in Figure 5 below.

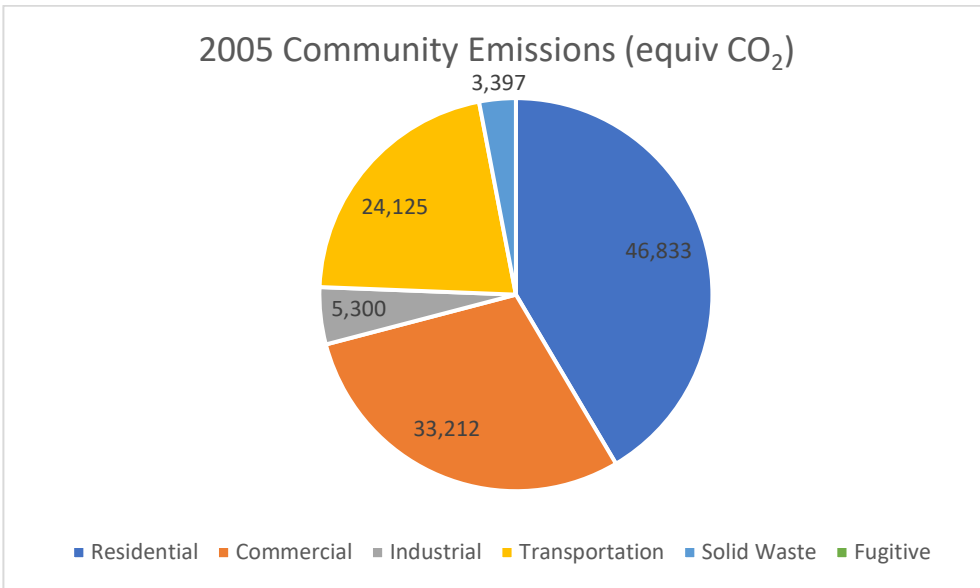


Figure 6: 2005 Community Emissions

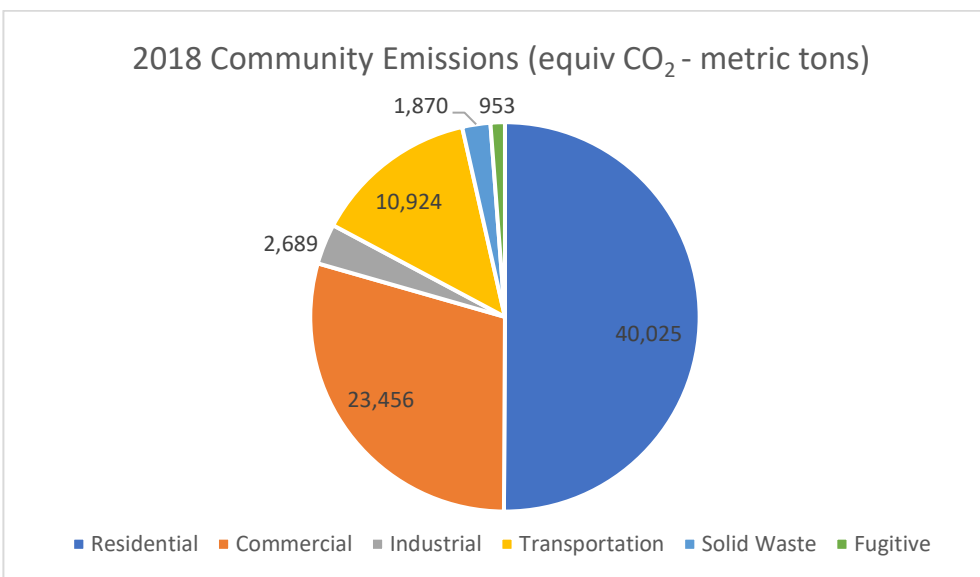


Figure 6: 2018 Community Emissions

Quantification Methods

Greenhouse gas emissions can be quantified in two ways:

- Measurement-based methodologies refer to the direct measurement of greenhouse gas emissions (from a monitoring system) emitted from a flue of a power plant, wastewater treatment plant, landfill, or industrial facility.⁴
- Calculation-based methodologies calculate emissions using activity data and emission factors. To calculate emissions accordingly, the basic equation below is used: *Activity Data x Emission Factor = Emissions*

All emissions sources in this inventory are quantified using calculation-based methodologies. Activity data refer to the relevant measurement of energy use or other greenhouse gas-generating processes such as fuel consumption by fuel type, metered annual electricity consumption, and annual vehicle miles traveled. Please see appendices for a detailed listing of the activity data used in composing this inventory.

Known emission factors are used to convert energy usage or other activity data into associated quantities of emissions. Emissions factors are usually expressed in terms of emissions per unit of activity data (e.g. lbs CO₂/kWh of electricity).

⁴ Ketchum's community inventory includes emissions data provided by local utilities and other sources that was gathered through calculation-based methodology.

Community Emissions Inventory Results

Following the Community Protocol, this inventory report organizes emissions in several frames. Each frame includes a particular set of emissions sources and activities, and each helps to tell a different story about community emissions. This report looks at Ketchum’s community emissions through two frames:

- Community-Wide Activities
- Household Consumption

And, a comparison to another nearby community, the City of Hailey, is included to provide another perspective.

Community Profile

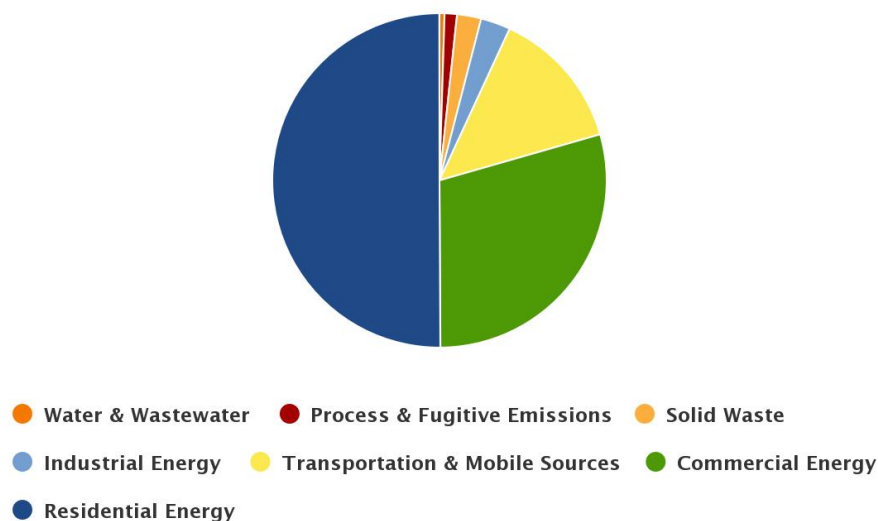
To put emissions inventory data in context, it is helpful to have some basic information about community such as population and number of households. This information is provided in Table 1.

Table 1: Ketchum Community Indicators

Estimated 2018 Population	2,827
Estimated 2018 Households	1,213

Figure 8: Community-Wide Emissions

CO₂e By Category



Community-Wide Activities Frame

Ketchum has chosen to also look at emissions through the community-wide activities frame. This frame includes emissions that result from the use of energy, materials, and services by all members of the community, regardless of whether Ketchum has significant influence over those emissions. These emissions may be occurring within or outside of the community boundary. This frame includes all the six Basic Emissions Generating Activities required by the community protocol: residential energy, commercial energy, industrial energy, transportation, solid waste, process and fugitive, and water & wastewater. It does not include use of air travel because the airport chose to use a different and industry-specific protocol. When used for comparison across communities, this framework is helpful in illustrating relative urban efficiencies. Table 2 summarizes emissions from community-wide activities.

Table 2: Community-Wide Activity GHG Emissions by Activity

Source or Activity	Activity Data Quantity and Unit	Emissions Factor	Emissions (metric tons CO ₂ e)
Residential Use of Electricity	88,973,340 (kWh)	0.08497	26,516
Commercial Use of Electricity	49,362,490 (kWh)	0.08497	14,316
Industrial Use of Electricity	14,017 (kWh)	0.08497	4
Residential Stationary Combustion	2,539,945 (Therms)	53.02	13,509
Commercial Stationary Combustion	1,718,412 (Therms)	53.02	9,140
Industrial Stationary Combustion	432,493 (Therms)	53.02	2,295
On-road Passenger Vehicle Travel	18,221,556 (VMT)	0.07024	8,196
On-road Freight Vehicle Travel	1,661,646 (VMT)	0.0739344827586207	2,728
Use of Electricity in Potable Water Treatment and Distribution	Included in Commercial Energy Use		
Use of Electricity in Wastewater Treatment	4,468 (kWh)	0.08497	390

Generation of Solid Waste	7,902 tons	Varies based on EPA methodology	1,649
Total Community-Wide Activity Emissions			78,743 metric tons CO2e

Looking at the community-wide activities frame shows that, while not all under significant local government influence, residential and commercial energy use are important ways in which the Ketchum community contributes to emissions. Households and businesses in Ketchum may want to consider these activities as they think about how to reduce their own emissions. It will be important for Ketchum to focus on these emissions sources and activities in developing a climate action plan. The total emissions of 78,743 metric tons CO2e will be the baseline for setting an emissions reduction target and measuring future emissions.

Household Consumption Frame

The final frame through which Ketchum has chosen to look at emissions is that of household consumption. The household consumption frame helps to illustrate the full, life cycle impacts of residents' activities. Household consumption includes lifecycle emissions associated with household electricity use, household natural gas use, household personal vehicle transportation, household use of public transportation, household use of water and wastewater services, household production of garbage, and household use of materials and services. Many of these emissions overlap with those looked at through the local government influence and communitywide activities frames. But the household consumption frame also includes emissions that are not included in the other frames, in particular emissions from goods and services that are produced outside the community.

Consumption-based emissions for communities in the U.S. are often – but not always – higher than in-boundary emissions. Consumption based emissions are also larger than geographic emissions for the nation as a whole although communities with small residential populations, limited government presence, and large industrial or tourism activities (businesses serving non-resident customers) would find their consumption-based emissions to be relatively small. But regardless of whether consumption-based emissions are larger or smaller, some of the emissions are *different*, and they represent additional ways in which the community contributes to climate change and by extension, additional opportunities for the community to reduce its contribution to climate change. Table 3 shows total household consumption emissions for Ketchum based on this GHG inventory.

Table 3: Total Household Consumption Emissions for Ketchum

Average Household Emissions	Number of Households	Total Household Consumption Emissions
33 metric tons CO ₂ e	1,213	40,025* metric tons CO ₂ e

* This includes residential electricity and natural gas. Other emissions estimated in Figure 6 have not been quantified in the household inventory.

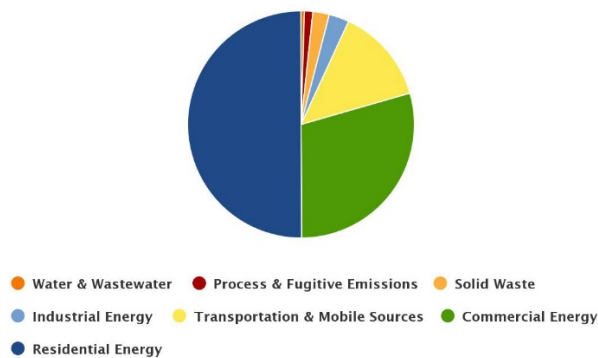
A range of actions can help to reduce these emissions, including encouraging alternative modes of transportation, energy efficiency for homes, materials management, reduction of wasted food, and sustainable purchasing practices. The City of Ketchum may want to look at educational efforts in some of these areas as part of its climate action plan.

Consumption emissions for an average household can be obtained from calculators such as at <http://coolclimate.berkeley.edu>. Residents who want to learn more about consumption-based emissions from their own household can use the calculator to obtain emissions based on their personal energy use, transportation and purchasing.

Comparison to Hailey Total Emissions

Because this inventory process was a collaboration between several local cities and Blaine County, an additional frame through which Ketchum has chosen to look at emissions is that of a comparison to the City of Hailey. The comparison shows that emission sources are not consistent between cities within this valley. For example, Ketchum has a much higher proportion of emissions from residential energy while Hailey has a higher proportion from transportation.

CO₂e By Category



CO₂e By Category

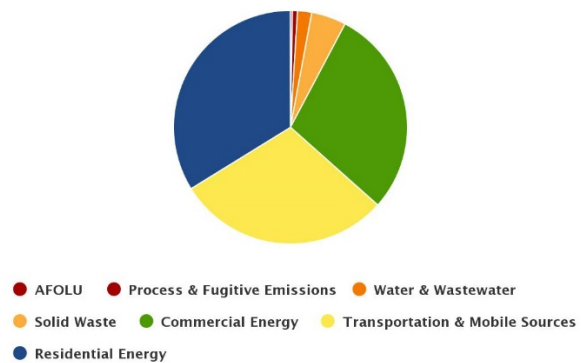


Figure 9: Ketchum Community-Wide Emissions

Figure 10: Hailey Community-Wide Emissions

In addition, it is interesting to compare the per resident and per household emissions for each community. Hailey residents contribute less than one-third the emissions of Ketchum residents and Hailey households contribute less than one-quarter the emissions of Ketchum households.

Table 4: Total Per Resident and Per Household Consumption Emissions for Ketchum

Ketchum			
Estimated 2018 Population	2,827	78,743 CO ₂ e	27.85 CO ₂ e per resident
Estimated 2018 Households	1,213	40,025 CO ₂ e	33.00 CO ₂ e per household

Table 5: Total Per Resident and Per Household Consumption Emissions for Hailey

Hailey			
Estimated 2018 Population	8,259	71,937 CO ₂ e	8.71 CO ₂ e per resident
Estimated 2018 Households	3,198	24,317 CO ₂ e	7.60 CO ₂ e per household

Conclusion

This analysis found that the Ketchum community as a whole was responsible for emitting 78,743 metric tons of CO₂e in the base year 2018, with emissions from the residential electricity sector contributing fifty-percent of total emissions, which is the largest proportion.

As Ketchum moves forward with considering emission reduction strategies and works to create a local climate action plan, the City should identify and quantify the emission reduction benefits of climate and sustainability strategies that could be implemented in the future, including energy efficiency, renewable energy, vehicle fuel efficiency, alternative transportation, vehicle trip reduction, land use and transit planning, waste reduction, and other strategies. Through these efforts and others, the City of Ketchum can achieve additional benefits beyond reducing emissions, including saving money and improving Ketchum's economic vitality and its quality of life. City staff will continue to update this inventory as additional data become available and will aim to conduct a complete inventory at least every two years.

Appendix A: Community Inventory Details

Table A-1 provides details on calculation methods and data sources for each included activity and source. *Note that data was stored in ClearPath and on the Blaine County server.*

Table A-1: Community Inventory Calculation Method and Data Source Details

Residential use of electricity	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	88973340	kWh	26516	CO2e	IPCo	protocol
Method and data source notes: Idaho Power, contact the local Customer Rep						

Commercial use of electricity	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	49362490	kWh	14316	CO2e	IPCo	protocol
Method and data source notes: Idaho Power, contact the local Customer Rep						

Residential use of stationary combustion equipment	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	2539945	therms	13509	CO2e	IMG	protocol
Method and data source notes: Intermountain Gas, contact the regional Vice President, mark.chiles@mdu.com						

Commercial use of stationary combustion equipment	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	1718412	therms	9140	CO2e	IMG	protocol
Method and data source notes: Intermountain Gas, contact the regional Vice President, mark.chiles@mdu.com						

On-road passenger vehicle travel associated with community land uses	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	18461556	VMT	8196	CO2e	State	protocol
Method and data source notes: Based on VMT data from the State of Idaho						

On-road freight and service vehicle travel associated with community land uses	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	1661646	VMT	2689	CO2e	State	protocol
Method and data source notes: Based on VMT data from the State of Idaho						

Generation of solid waste by the community	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	7902	Tons	1649	CO2e	CCD	protocol
Method and data source notes: Clear Creek Disposal and Southern Idaho Solid Waste						

Use of energy associated with use of potable water	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	N/A	N/A	N/A	CO2e	N/A	protocol
Method and data source notes: Included in commercial or industrial energy use.						

Use of energy associated with generation of wastewater	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	4468	kWh	390	CO2e	IPCo	protocol
Method and data source notes: City of Ketchum staff						

Industrial use of electricity	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	14017	kWh	4	CO2e	IPCo	protocol
Method and data source notes: Idaho Power, contact the local Customer Rep						

Industrial use of stationary combustion equipment	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	432493	therms	2295	CO2e	IMG	protocol
Method and data source notes: Intermountain Gas, contact regional Vice President mark.chiles@mdu.com						

Process and Fugitive Emissions	Activity data		Emissions factor			Method
	Value	Unit	Value	Unit	Source	
	5492938	therms	508	CO2e	IMG	protocol
Method and data source notes: Intermountain Gas, contact the regional Vice President, mark.chiles@mdu.com						



City of Ketchum

April 19, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to enter into a contract with HME Inc. to purchase a Fire Engine

Recommendation and Summary

Staff is recommending the council authorize the purchase of a Type 3 fire Fire Engine by adopting the following motion:

"I move to authorize the Mayor to sign the Sales Agreement with HME to purchase a Fire engine for the amount of \$306,875 to be paid from the Fire Station and Equipment Bond."

The reasons for the recommendation are as follows:

- Ketchum faces a regular and growing risk of wildfires.
- Upon termination of the former agreement with Ketchum Rural Fire District, all wildland fire equipment was retained by the district.
- Currently the City has almost no wildland firefighting equipment.
- The engine will also improve the fire department's ability to respond to other fires and emergencies

Introduction and History

For many years, the Ketchum Fire Department fought wildland fires with brush trucks and tools that were purchased largely using rural fire district funds. When Ketchum Rural Fire District terminated the agreement with the city, they took that equipment. Currently the fire department has PPE for firefighters, but almost no tools or equipment. In the event of a wildland fire threatening Ketchum, the current level of preparedness allows about 5 firefighters out of 50 to engage the fire. The fire department has one structure fire engine, one ladder truck, and no wildland fire engines.

Idaho has a history of major fires. In 1910, the biggest fire in the country in recorded history burned 3 million acres and killed 86 people. In the past 20 years, Ketchum has been faced with two fires that had the potential to level the city. Already this season, we have had a fire that took all of the available resources in the county along with the few resources available from our federal neighbors.

The Big Wood Valley, like much of the western US, is in a severe drought. This is part of a trend toward "mega-drought" conditions that have increased the risk to cities like Ketchum over the past few decades. In the 1970's the country averaged 400 structures lost to wildfires each year. Since 2010, the average has been in excess of 8,000 structures lost each year. Climate change, development into areas called the Wildland-Urban Interface (WUI) and decades of mismanagement of rangelands and forests have caused this massive shift.

Ketchum is a classic WUI community. Surrounded on all sides by vegetation, with steep topography that allows rapid growth of fires and a history of allowing flammable homes create a major risk.

This fire season has already started in the valley. Last season, we reached a point where ALL fire resources in the area were depleted by other fires. This year we are coming off a second season of exceptionally low snowfall. Last year, the entire country ran out of fire engines by early August – and homes were still being consumed in December. Relying on outside assistance is no longer an effective strategy.

Without dedicated wildland fire engines, our ability to deal with even small fires is dangerously hampered. Structure engines are designed to fight fire in a static location, while connected to a fire hydrant. They carry almost no wildland fire tools or hose. Realistically, the current capability is the ability to protect one structure, or suppress a fire of ¼ acre. There is assistance from neighboring fire departments, IF they are not also threatened, or on other calls.

A type 3 engine is an engine designed to fight both structure fires and wildland fires. These engines are designed for the WUI and often called WUI engines. Our current structure engine carries 300' of wildland hose lay. The type 3 can carry 2000'. Type 3 engines are 4-wheel drive and have the ability to pump-and-roll. They can attack fire as they drive which is essential for range fires. They also carry basic structure fire gear. In smaller rural areas, they often serve as the only engine, covering all types of calls.



HME, Inc. has had the contract to build these fire engines for Cal Fire for many years. This engine is the workhorse of California's wildland firefighting program. Hundreds of these engines have been used over the years, and the design has been molded to provide highly effective fire engines at a very modest cost. The fire engines follow Henry Ford's concept – You can get any color you want, as long as it's red and looks exactly like the photo. There are no frills or options available.

By purchasing the engine on the H-GAC Cooperative Contract, the engine can be purchased for a \$35,887 discount. All comparable fire engines not on contract are priced between \$54,000 and \$140,000 more. Also, by purchasing a stock engine, we can place the fire engine in service this season rather than waiting the 12 to 18 months for a custom order fire engine.

Sustainability

There is no sustainability impact arising from this action, other than the ability to mitigate some impacts of climate change driven fires.

Financial Impact

The cost of purchasing the equipment is \$306,875. It would come from the fire station and equipment bond. The project is coming in sufficiently under budget to allow this purchase without risk. Considerable efforts have been made to keep the fire station costs within budget. Allowances and contingencies for winter delays, snow removal have been lightly used. Value engineering options have also been implemented to prevent cost overruns.



SALES AGREEMENT

This Sales Agreement (the "Agreement") made by and between **HME, Incorporated** (Company) and

City of Ketchum Fire Department

(Legal Name of Buyer)

480 East Aveune N Ketchum Idaho 83340
(Address) (City) (State/Province (Zip/Postal Code)

1. ACCEPTANCE: The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment (collectively the "Vehicle") described in the HME, Incorporated specifications hereto attached and made part of this Agreement, in accordance with the terms and conditions herein and the attached documents referenced herein (collectively, the "Agreement"). Demo Unit: 23,333

2. DELIVERY: Except as otherwise specified in this Agreement and provided that the Buyer has paid the purchase price, the Vehicle shall be ready for delivery within 50 Days after the date this Agreement is signed and executed by an officer of Company at the Company's Corporate Headquarters in Wyoming, Michigan.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. SPECIFICATIONS: The Company agrees that all material and workmanship in and about this Vehicle shall comply with the hereto attached HME, Incorporated specifications dated April 13, 2021.

4. WARRANTY: The Company shall provide the warranty as specified in the attached HME, Incorporated specifications.

5. PRICE: The Buyer shall pay, as a purchase price for the Vehicle, the sum of Three Hundred Six Thousand, Eight Hundred Seventy Five US Dollars and zero Cents (\$306,875.00). All prices are less any applicable local, state, or federal taxes which may be applied to the sale of the Vehicle. NOTE: Payment shall be made only to: **HME, Incorporated, 1950 Byron Center Avenue, Wyoming, Michigan 49519**, attention: Accounts Receivable.

6. TERMS OF PAYMENT: Payment of the purchase price shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.

a) No payment of any amount shall be made payable to a sales representative without written approval from the Company.

b) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not be placed in service until the purchase price is paid by the Buyer.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this 13 day of April, 2021.

COMPANY

BUYER

HME, Incorporated
1950 Byron Center Avenue
Wyoming, Michigan 49519
616-534-1463 Phone
616-534-1967 Fax

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BUYERS WITNESS

WITNESSED: _____
NAME: _____
TITLE: _____
DATE: _____



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

4/13/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Ketchum Idaho Fire Department	Contractor:	HME Ahrens Fox/ Ken Garff Emergency Products
Contact Person:	Bill McLaughlin	Prepared By:	Weslee Robinson
Phone:	208-727-5074	Phone:	801-297-7415
Fax:		Fax:	
Email:	BMcLaughlin@ketchumfire.org	Email:	wesr@kengarff.com & sales@hmetruck.com
Product Code:	FS19NB03	Description:	HME 4X4 Quick Attack Type III/34D 500 GPM Side Mounted Pump, Stainless Steel Body.

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$338,562.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Shipping	\$3,000.00		
Decal Package	\$200.00		
Subtotal From Additional Sheet(s):			\$0.00
Subtotal B:			3200

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			\$0.00
Subtotal C:			0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	341762	=	Subtotal D:	341762
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Stock Unit Discount	(\$35,887.00)		
Subtotal F:			-35887

Delivery Date: 5/31/2021 **G. Total Purchase Price (D+E+F):** 306875



West Valley

City of Ketchum Fire Dept.

April 13, 2021

Proposal

Ken Garff West Valley Chrysler, Jeep, Dodge, Ram hereby proposes to furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the vehicle and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

2020 HME Ahrens Fox Model 34 D Type 3

FOB Ketchum ID

\$306,875.00 EA

50 Days from PO

Please see attached specifications

All Vehicles and equipment shall be supplied in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by Ken Garff West Valley of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All Vehicles shall be paid NET UPON DELIVERY. (NO EXCEPTION)

All prices or quotations are subject to change or withdrawal unless accepted within 90 days from the date herein set forth.

BY:

Wes Robinson
Ken Garff West Valley CJDR
Government Sales
801-297-7415
wesr@kengarff.com



City of Ketchum

April 19, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Options for Revised Health Order

Recommendation and Summary

Staff is recommending the council consider the authorization of the Revised Health Order. If the Council chooses to make any changes, they would adopt the following motion:

"I move to approve City of Ketchum Public Health Emergency Order 21-01."

Introduction and History

When Public Health Emergency Order 20-06 was enacted in November 2020, Blaine County was experiencing 76 cases per 100,000 on average. The State of Idaho had mandatory group size and occupancy limitations in place. Impact on hospitals was high and causing secondary health emergencies due to lack of capacity.

Health Order 20-06 had limits on gatherings as well as limitations on certain businesses. With the high case rate, and potential impacts on Ketchum, certain restrictions were added to some businesses and construction sites in Ketchum. Group size limitations included language from the state order, which has now been lifted.

As of April 17, the following situation exists in Blaine County:

- Case rate is currently at 12/100,000. The case rate has varied from 5/100,000 to 24/100,000 over the past 30 days.
- Testing has decreased to below 400 tests per week in the county, from a high of 917 in February. Testing is no longer limited to symptomatic persons at St. Lukes, and testing locations has expanded to include many more locations.
- Positivity rate last week in Blaine County was 7.14%, which remains in the high category, however testing numbers are also decreasing.
- St. Luke's Wood River is currently at zero COVID admissions. There have been zero COVID 911 ambulance calls in the past two weeks. Cases are still presenting to the hospital.
- There have been 16 cases of variants recorded in Blaine County. The majority were B.1.427/429 "California".
- 68% of Blaine County residents have had at least one dose of vaccine. 46% have had two doses. About 16% of the population of the county is under 16 and not currently eligible.

The following changes have been made to the draft new health order:

- Mask requirements remain in place indoors.
- Masks are recommended outdoors when social distancing cannot be maintained.
- Removing the 10 person group size limitation, and the 64 sq.ft. space limitation. Currently, the state health order has a “suggested” group size limitation of 50.
- Social distancing requirements of 6’ between parties remains indoors in public places.
- Fitness centers would not require masks when social distancing can be maintained.
- Restrictions on construction sites has been removed.

These are all subject to council decision.

Sustainability

There is no sustainability impact arising from this action.

Financial Impact

There is no financial impact arising from this action.

**CITY OF KETCHUM
PUBLIC HEALTH EMERGENCY ORDER 20-06
(REQUIRING FACE COVERINGS, LIMITING GROUP GATHERINGS,
REQUIRING SOCIAL DISTANCING AND SIGNAGE,
ISSUING STANDARDS FOR CONSTRUCTION SITES
AND CERTAIN TRADES OPERATING WITHIN
CITY OF KETCHUM, REGULATIONS AND
RECOMMENDATIONS FOR SPECIFIC
OCCUPANCIES)**

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, on and after March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho and issued a series of Orders addressing public health measures to slow the spread of COVID-19 including the Idaho Rebounds Plan; and

WHEREAS, on March 18, 2020 the Mayor of the City of Ketchum declared a local disaster emergency, and on March 23, 2020 the Ketchum City Council adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), due to the threat that COVID-19 poses to the health and welfare of the residents of Ketchum; and

WHEREAS, on March 23, 2020, the Council adopted Ordinance 1207 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, on September 29, 2020, the Council adopted Ordinance 1212 renewing the emergency powers and providing for the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, infection rates in Idaho have significantly increased in urban areas in recent weeks, and Blaine County and the City of Ketchum are experiencing a rise in the numbers of verified cases of COVID-19; and

WHEREAS, the emergency services and local healthcare facilities have limited capacity to handle a significant increase in COVID-19 confirmed cases in Blaine County; and

WHEREAS, the CDC recommends that people maintain social distancing and wear cloth face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

WHEREAS, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings and practicing social distancing; and

WHEREAS, the Mayor and City Council find it necessary to enact additional regulations to strengthen guidelines, to slow the community spread, and to protect the health, safety, and welfare of individuals living, working and visiting the city of Ketchum; and

WHEREAS, this Public Health Emergency Order 2020-06 was considered and approved by the City Council in accordance with provisions of Ordinance 1212.

NOW, THEREFORE, the Mayor and City Council do hereby adopt the following regulations, which shall supersede and replace all prior Public Health Emergency Orders issued by the City of Ketchum, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

SECTION 1. FACE COVERINGS

Every person, shall, when in any indoor or outdoor public place, completely cover their nose and mouth when members of the public are physically present and within six (6) feet.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of the public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed or present without invitation.
2. **EXEMPTIONS:**
 - a. Children under the age of 5.
 - b. Persons who cannot medically tolerate wearing a face covering. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a face covering.
 - c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
 - d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

- e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
- f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same household or party as the person.
- g. Outdoor public places where people can employ social distancing as recommended by CDC.

SECTION 2. GROUP SIZE LIMITATIONS & SOCIAL DISTANCING MANDATE

All gatherings of non-household members shall maintain sixty-four (64) square feet of space per person in every indoor and outdoor space. No indoor or outdoor gathering may exceed ten (10) persons. Limitations shall apply to all public and private property, private residences, business establishments of any and all type, unless herein below exempted. As defined by the CDC, “gathering” means “a planned or spontaneous event, indoors or outdoors, with a small number of people participating or a large number of people in attendance such as a community event or gathering, concert, festival, conference, parade, wedding, or sporting event.” (See Section 3 for specific regulations on businesses.)

- 1. DEFINITIONS: For purposes of this Public Health Order, “indoor” space shall mean any roofed space with two or more walls or impermeable vertical barriers preventing natural airflow and/or confining natural movement of air through said space, whether public or private. Rooms within a building are separate “indoor” spaces. An “Outdoor” space is any other place, not an indoor space, that is owned by any single entity, public or private.
- 2. EXEMPTIONS:
 - a. Gatherings for political expression and religious activities are not subject to the provisions of this Section; provided, however, that gatherings for purposes of political expression and religious activities must adhere to physical distancing and sanitation requirements per CDC guidelines.
 - b. Gatherings as defined in this Section do not include “educational activities.” The term “educational activities” means activities involving students taught by an educator in a school or equivalent setting.
 - c. Gatherings of more than ten (10) members of the same household. Household is defined as an individual or a group of individuals who reside in the same residence.
 - d. Extra-curricular activities, including athletics, practice, matches, performances and games may continue. Participants necessary for the extra-curricular activity to occur include, but are not limited to players, instructors, coaches, officials, and personnel to broadcast the activity. Attendance by non-participants, including spectators, remains subject to the requirements specified in this Order

- e. Institutional facilities operated by government, taxing districts and/or registered non-profit organizations.

SECTION 3. REGULATIONS AND RECOMMENDATIONS FOR SPECIFIC OCCUPANCIES

- a. Fitness centers, public gyms and recreational facilities are limited to ten (10) persons in any room or area or limited to no more than one person per sixty-four (64) square feet. Fitness equipment must be located at least six feet apart, or alternating fitness machines must be marked as not useable. All persons must be required to wear a mask while inside the facility at any time except during an aerobic activity. All fitness equipment must be cleaned between each. Indoor group sports such as basketball are discouraged.
- b. All offices and work locations that are not open to the public shall restrict occupancy to no more than one employee per sixty-four (64) square feet. Employers shall be required to maintain six feet between employees or shall mandate that masks be worn when six feet cannot be maintained. Employers should encourage employees to work from home when feasible.
- c. Churches and religious gatherings are recommended to reduce capacity to allow six feet between all persons or household groups or to conduct activities remotely when possible.
- d. Any other private business, open to the public without specific invitation, must adopt, implement and post written instructions at all entrances, and in other prominent public places, clearly visible throughout the business, COVID-19 mitigation strategies must be enforced by the business, including at a minimum, provision of hand sanitizer or hand washing stations at all entrances and the ability to maintain sixty-four (64) square feet of space per person in every indoor and outdoor space therein and on said premises.
- e. Bars and restaurants are required to follow the guidelines outlined in the State of Idaho's Stage 2 opening protocols.

SECTION 4. STANDARDS AND LIMITATIONS FOR CONSTRUCTION SITES AND CERTAIN TRADES OPERATING WITHIN CITY OF KETCHUM

APPLICABILITY

The following standards and limitations shall apply to all commercial and residential building and construction work sites and all individuals performing work such as, but not limited to, painting, plumbing, mechanical, electrical and landscaping work. The primary contractor shall be responsible for compliance for all individuals performing work on the job site or work location.

Unless previously submitted, the primary contractor shall provide certification to the City that the contractor, all sub-contractors and all individuals working on the job site have read the standards and agree to comply with the standards at all times while on the job site.

CONSTRUCTION SITE AND WORKER STANDARDS

1. The owner/contractor shall designate a site specific COVID-19 supervisor to enforce these standards. The designated COVID-19 supervisor shall be present on the job site at all times while construction activities are taking place. The COVID-19 supervisor can be an on-site worker who is designated to carry this role. If there is no job site, the supervisor shall enforce the rules from the office, yard, or workplace.
2. The job site shall have at least, soap and water stations and/or alcohol based hand sanitizer that contains at least 60% alcohol. Adequate supplies shall be maintained at all times. Such stations shall be placed at the primary entrances to the building or job site, and elsewhere on the site as needed. For landscape companies and trades that do not have recurring job sites, all vehicles shall contain soap and water or alcohol-based hand sanitizer that contains at least 60% alcohol, one of which shall be used upon entering and exiting the vehicle.
3. Individuals on the job site shall be instructed to clean their hands upon arrival and departure from the job site and to clean their hands often, especially if hands are visibly dirty.
4. All individuals on the job site shall be provided with personal protective equipment (PPE) such as gloves, goggles, face shields, or face coverings. All individuals shall wear such PPE, including face coverings, at all times while on the job site.
5. Individuals shall maintain a distance of six (6) feet from one another at all times on the job site, including, but not limited to, while eating lunch, taking breaks, and work consultations.
6. Equipment with an enclosed cab shall only be operated by one person during the whole day and the cab shall be sanitized at the end of each workday.
7. Trades shall be staggered as necessary to reduce the density of workers on site and to maintain social distancing. Each individual shall maintain a distance of six (6) feet from any other individual.
8. Deliveries shall be staggered to minimize interactions with individuals and maintain the six (6) foot separation.
9. Individuals shall be discouraged from traveling to or from the site by carpool unless they are carpooling with individuals who reside in the same residence or using public transportation and practicing social distancing.
10. Individuals shall not share any tools or equipment while on the job site. Table saws and large equipment shall be wiped down after each use.

11. On-site portable toilets shall be sanitized and disinfected every day by each user after use. The date when the portable toilet was last disinfected and sanitized by the portable toilet installer shall be posted outside the toilet.
12. There shall be no communal water cooler, water dispenser or microwave on site. Individuals shall bring their own personal water bottles and all food and beverages they will consume during the day. During the period when construction activity is taking place, individuals are strongly encouraged to remain on the site during work hours. Any individual leaving the job site to obtain lunch, food or beverages from a local business shall wear a face covering.
13. Each job site shall post in at least two areas visible to all individuals on the job site, on work vehicles, or in the place of work, the following required hygienic practices:
 - a. Wash hands often for twenty (20) seconds
 - b. Cough into elbow
 - c. Do not touch your face
 - d. Stay at home if you are sick
 - e. Regularly disinfect high touch surfaces such as handrails, elevator control buttons, doorknobs, and counters
14. On a daily basis, the COVID-19 supervisor shall inspect on-site workers and ensure no individual is permitted on the job site who presents any symptoms of illness such as fever, cough, runny nose, or sore throat. Any individual presenting any symptoms of illness shall be required to stay home. The individual may return to work in conformance with CDC Guidelines.
15. All individuals on the job site shall inform the COVID-19 supervisor if a family member is presenting any symptoms of illness as identified in #14. If so, the reporting individual shall remain off the job in conformance with CDC Guidelines.
16. The owner or primary contractor shall maintain a daily attendance log of all individuals entering the work site.

PENALTIES FOR VIOLATIONS OF CONSTRUCTION SITE AND WORKERS STANDARDS

Any primary contractor, individual or entity providing labor, material, equipment or services to a project failing to comply with the construction standards set forth in this Order, is guilty of an infraction and shall be fined \$100.00 per occurrence on the same day. Multiple or repeat violations may result in the building official issuing a stop work order ("red tag") on the project suspending all work or other activities on the project until such failure is corrected.

SECTION 5. PENALTIES

Any person who violates any provision of this Order, shall be guilty of an infraction, punishable by a fine of \$100.

SECTION 6. EFFECTIVE DATE AND SUNSET DATE

This Emergency Order shall take effect at 12:00 a.m., on November 23, 2020, and shall remain in effect until rescinded, superseded or amended by the Mayor or City Council.

Passed and approved by the Ketchum City Council on the 23rd day of November 2020.

APPROVED:



Neil Bradshaw
Mayor

ATTEST:



Katrin Sharp, Deputy City Clerk



CITY OF KETCHUM
PUBLIC HEALTH EMERGENCY ORDER 21-01
(REQUIRING FACE COVERINGS INDOORS AND
REQUIRING SOCIAL DISTANCING WHEN
POSSIBLE)

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, and can be spread from person to person who are in close contact; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, on and after March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho and issued a series of Orders addressing public health measures to slow the spread of COVID-19 including the Idaho Rebounds Plan; and

WHEREAS, on March 18, 2020 the Mayor of the City of Ketchum declared a local disaster emergency, and on March 23, 2020 the Ketchum City Council adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), due to the threat that COVID-19 poses to the health and welfare of the residents of Ketchum; and

WHEREAS, Idaho Code 50-304 authorizes cities to provide for public health and Idaho Code 50-606 authorizes the Mayor to provide for the enforcement of any health or quarantine ordinance and regulation; and

WHEREAS, infection rates in Idaho have decreased in recent weeks, and Blaine County and the City of Ketchum are experiencing a decrease in the numbers of verified cases of COVID-19 and the number of hospitalizations remain at manageable levels; and

WHEREAS, the CDC recommends that people maintain social distancing and wear cloth face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

WHEREAS, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings and practicing social distancing; and

WHEREAS, this Public Health Emergency Order 21-01 was considered and approved by the City Council.

NOW, THEREFORE, the Mayor and City Council do hereby adopt the following regulations, which shall supersede and replace all prior Public Health Emergency Orders issued by the City of Ketchum, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

SECTION 1. FACE COVERINGS

Every person, shall, when in any indoor public place, completely cover their nose and mouth when members of the public are physically present and within six (6) feet. Persons, when in outdoor public places, are recommended to completely cover their nose and mouth when members of the public are present and within six feet.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of the public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed or present without invitation.
2. **EXEMPTIONS:**
 - a. Children under the age of 5.
 - b. Persons who cannot medically tolerate wearing a face covering. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a face covering.
 - c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
 - d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
 - e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.
 - f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same household or party as the person.
 - g. Persons who are engaged in indoor exercise so long as they engage in social distancing as recommended by the CDC.

SECTION 2. SOCIAL DISTANCING

All gatherings of non-household members shall be organized to maintain 6 feet of separation between parties in every indoor public space. All gatherings of non-household members in outdoor spaces are recommended to maintain 6 feet of separation between non-household parties. As defined by the CDC, “gathering” means “a planned or spontaneous event, indoors or outdoors, with a small number of people participating or a large number of people in attendance such as a community event or gathering, concert, festival, conference, parade, wedding, or sporting event.”

1. **DEFINITIONS:** For purposes of this Public Health Order, “indoor” space shall mean any roofed space with two or more walls or impermeable vertical barriers preventing natural airflow and/or confining natural movement of air through said space, whether public or private. Rooms within a building are separate “indoor” spaces. An “outdoor” space is any other place, not an indoor space, that is owned by any single entity, public or private.
2. **EXEMPTIONS:**
 - a. Gatherings for political expression and religious activities are not subject to the provisions of this Section; provided, however, that gatherings for purposes of political expression and religious activities must adhere to physical distancing and sanitation requirements per CDC guidelines.
 - b. Gatherings as defined in this Section do not include “educational activities.” The term “educational activities” means activities involving students taught by an educator in a school or equivalent setting.
 - c. Extra-curricular activities, including athletics, practice, matches, performances and games may continue. Participants necessary for the extra-curricular activity to occur include, but are not limited to players, instructors, coaches, officials, and personnel to broadcast the activity. Attendance by non-participants, including spectators, remains subject to the requirements specified in this Order.
 - d. Institutional facilities operated by government, taxing districts and/or genuine non-profit organizations.
 - e. Any other private business, open to the public without specific invitation, that has adopted, implemented and posted written instructions at all entrances, and in other prominent public places, clearly visible throughout the business, COVID-19 mitigation strategies, enforced by the business, including at a minimum provision of hand sanitizer or hand washing stations.

SECTION 5. PENALTIES

Any person who violates any provision of this Order, shall be guilty of an infraction, punishable by a fine of \$100.

SECTION 6. EFFECTIVE DATE AND SUNSET DATE

This Emergency Order shall take effect at 12:00 a.m., on April 20, 2021, and shall remain in effect until rescinded, superseded or amended by the Mayor or City Council.

Passed and approved by the Ketchum City Council on the 19th day of April 2021.

APPROVED:

Neil Bradshaw
Mayor

ATTEST:

Lisa Enourato, Interim City
Clerk



City of Ketchum
City Hall

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion and Direction to Staff on Wagon Days, Ketch'em Alive and Jazz in the Park

Recommendation and Summary

Staff requests City Council provide direction to staff on Wagon Days, Ketch'em Alive and Jazz in the Park.

The reasons for the recommendation are as follows:

- Last year, all historical Wagon Days events, Ketch'em Alive and Jazz in the Park were cancelled due to COVID.
- Staff would like to plan for a limited number of activities to celebrate the history of Ketchum on Wagon Days Weekend.
- City has booked artists for Ketch'em Alive on Tuesdays from June 15 to August 10.
- City plans to enter into a contract with Will Caldwell to produce Jazz in the Park on Sundays from July 4 to August 1.

Current Report

Wagon Days

The proposed changes to this year's Wagon Days activities are intended to minimize large gatherings along the parade route and on closed city streets. Staff plans to prohibit parade entries and only run the Big Hitch down Sun Valley Road, pulled by Bobby Tanner's 20-mule jerk line. There are no plans for a road closure on East Avenue or Fourth Street at this time because staff does not intend to have children's games or street vendors. The activities at Festival Meadows will not take place this year; Eh Capa Bareback Riders and Charra Dancers. An historical exhibit may be prepared and placed in the Ore Wagon Museum when the wagons go out for display on 5th Street.

Ketch'em Alive

Staff, with assistance from Councilmember Jim Slanetz, are preparing to hold Ketch'em Alive at Forest Service Park. An attempt was made to move the event to Atkinson Park to provide for a larger area for attendees to spread out. The request to utilize Blaine County School District property was denied due to alcohol consumption, which is prohibited. The city has explored different configurations for stage set up at Forest Service Park to allow as much room as possible for people to distance. Food and beverage vendors will be located on Washington Avenue.

Jazz in the Park

The city will enter into a contract with Will Caldwell Productions to manage Jazz in the Park. This is not an event that draws a large crowd and is held in Rotary Park where there is plenty of space to distance.

Sustainability Impact

There is no sustainability impact.

Financial Requirement/Impact

Wagon Days expenses will be drawn from the Wagon Days Fund. Expenses for Ketch'em Alive and Jazz in the Park will be drawn from the Parks and Recreation Development Trust Fund, the Local Option Tax Fund and community donations.



City of Ketchum
City Hall

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Contract Amendment #1 with Core/Headwaters LLC to Incorporate General Contractor Services

Recommendation and Summary

Staff is recommending the City Council approve Contract Amendment #1 with Core/Headwaters LLC for tenant improvement work at the new City Hall.

“I move to approve Contract Amendment #1 with Core/Headwaters LLC for general contractor services associated with tenant improvements at the new City Hall in a guaranteed maximum price not to exceed \$1,438,673.”

The reasons for the recommendation are as follows:

- The city intends to relocate to the new city hall by late summer 2021.
- Core/Headwaters LLC has received bids for the construction work pursuant to Idaho Code 54-4511 and provided the City with a guaranteed maximum price.

Introduction and History

Last fall, staff met with City Council to review proposed plans for the new city hall. The initial options contemplated a full remodel of the first floor of the building to create a new lobby area; locate the Council meeting room on the west side of the building; police offices on the east side; update the mechanical systems and roof; and exterior improvements. Core completed cost estimation and it was outside city’s current budget allowance. The project was then rescoped to focus on modest tenant improvements in order to improve the reception area, convert previous medical spaces into offices, and general building repairs (e.g. carpet, paint).

Staff requested Core to split bid packages into decision options. Specifically, Core bid out a “base” price (\$933,993) for items staff feels must be completed to occupy the building. They also solicited bids for thirteen add alternate items the city may elect to include in the final scope. Upon review of these alternates, staff is proposing to include ten of them into the final scope of work. (Alternates being considered are highlighted in green on attachment.) Staff is still completing final due diligence associated with alternate 9a. A standard 5% contingency is included in these numbers should a change order be warranted.

Sustainability Impact

The approved scope of work will follow sustainability best practices.

Financial Requirement/Impact

The guaranteed maximum price is \$1,438,673 (base bid with 10 selected add alternates). The following funding sources are recommended to commit for this project:

- \$450,000 - Essential Services Facility Trust Account
- \$113,000 - Rebate from Blaine County for Policing Contract
- \$475,673 - General Fund (Unreserved Fund Balance)
- \$400,000 - Capitol Fund (Unreserved Fund Balance)

Attachment:

1. Detailed base bid and add alternates



City of Ketchum

April 19, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review and Approve FY22 Budget Development Process and Associated Calendar

Recommendation

Staff is recommending the attached process and associated calendar for the development of the FY22 budget.

"I move to adopt the proposed budget development process for Fiscal Year 2022 and set associated key dates."

Introduction and History

The State of Idaho has set forth specific required steps and associated milestones with the development of the upcoming fiscal year budget. The most time sensitive is to set the date of our official public hearing and transmit that to the County Clerk by April 30th so that it can appear in the Assessor's notice to property owners. The Council must adopt a tentative budget so that it can be published (twice in the newspaper) prior to the official public hearing. Following the public hearing, the budget is then read three times as an ordinance and is adopted in concert with the third reading. These activities must be completed to meet certification of the property tax levy amount to the County by September 9th.

Sustainability

The budget currently allocates certain funds for sustainability activities.

Financial Impact

The city's current fiscal year appropriated budget is \$33,712,794.

Attachments:

- A. Proposed calendar
- B. Proposed detailed process and associated key dates



2021.2022 Budget Planning | Key Dates

Date	Action/Step	Notes
April 13	Review budget development steps/dates with department heads	
April 19	Council approval of budget development process/dates	Official public hearing
Week of May 10	Mayor & Council Strategic Planning Session	Budget goals, SWOT/key issues to address, revenue forecast
June 18	Delivery of Draft Budget Book to Mayor & Council	
Week of June 21	Public Outreach - Draft 2022 Budget	
Week of June 28	Mayor & Council Strategic Planning Session	Review draft budget and proposals from NGO/contract agencies
July 19	Official public hearing	
August 2	First reading of ordinance	Public comment
August 16	Second reading of ordinance	Public comment
September 7	Third reading and adoption of ordinance	Public comment
September 9	Last day to certify tax levy to Blaine County	

FY22 Budget Development Process

1. Department head kick-off session (**April 13th**)
 - a. Review process and calendar (refine based on feedback)
 - b. Go over CIP/Equipment list and process to update
2. Review process and calendar with Mayor & Council (**April 19th**)
3. Dept Head session (**April 20th**)
 - a. SWOT exercise
 - b. Discussion on known dept issues (must have and like to have)
 - c. Go over homework assignment - departments review (one week)
FY22 updated base operating budgets to flag any issues. Schedule session with Jade/Shellie if needed.
4. Send email to NGO/Contract Agencies regarding budget development schedule and submission of information (**Week of April 19th**)
5. Dept Head session – **May 4th**
 - a. Review General Fund 5-year forecast
 - b. Review outcomes from dept budget reviews
 - c. Review draft CIP
6. Mayor & City Council Strategic Planning Session (**week of May 10th – 2 hours**)
 - a. Review current fiscal year performance
 - b. Review FY22 revenue/expense five-year forecast
 - c. Review draft SWOT and dept issues list
7. Draft budget book delivered to Council Members – **June 18th**
8. Mayor & City Council Strategic Planning Session (**June 28, 29 or 30th – half day**)
 - a. Review draft budget and provide feedback
9. Finalize budget and present for tentative approval vote – **July 6th**
10. Public Hearing – **July 19th**
11. Ordinance readings – **August 2nd, 16th & Sept 7th**