



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Tuesday, September 8, 2015, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. CONSENT CALENDAR
 - a. Approval of Minutes: Regular Meeting August 24, 2015
 - b. Approval of Current Bills and Payroll Summary.
 - c. Rick Allington, Prosecuting Attorney Contract for Services
 - d. Contract with Blaine County Sheriff for police services
 - e. Maintenance agreement with Blaine County School District for services provided at Hemingway Elementary School (Atkinson Park) – Jen Smith, Director of Parks & Recreation
 - f. Surplus Vehicle – Micah Austin
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
 - b. Proclamation for Tegernsee Sister City Day
4. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
5. AGREEMENTS AND CONTRACTS.
 - a. Robin Crotty's Contract for Services
6. ORDINANCES AND RESOLUTIONS.
 - a. Ordinance 1140 (Third Reading) – Micah Austin, Director Planning & Building
 - b. Resolution No. 15-019 providing for publication of notice of public hearing and for public hearing for an amendment to the 2014-15 fiscal year budget – Suzanne Frick, City Administrator
 - c. Ordinance No. 1141 to amend the FY2014-15 Budget (First Reading) – Suzanne Frick, City Administrator
7. COMMUNICATIONS FROM STAFF.
 - a. Letter of Support to Strengthen the Ozone Standard Within the National Ambient Air Quality Standards
 - b. Discussion of Sun Valley Marketing & Scope of Service for 15/16
8. EXECUTIVE SESSION to discuss:
 - a. Litigation pursuant to Idaho Code §§74-206 1(f).
9. ADJOURNMENT.

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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Thank you for your participation.

We look forward to hearing from you!



City Council

Regular Meeting

~ Minutes ~

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

Monday, August 24, 2015

5:30 p.m.

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Anne Corrock
Councilor Jim Slanetz
Councilor Baird Gourlay

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Susan Buxton
Ketchum City Attorney Stephanie Bonney
Treasurer/Clerk Sandy Cady
Director of Parks & Recreation Jen Smith
Director of Planning & Building Micah Austin
Recording Secretary Robin Crotty

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 5:30 p.m.

2. CONSENT CALENDAR

- a. Approval of Minutes: Regular Meeting August 17, 2015
- b. Approval of Current Bills and Payroll Summary

c. Approval of Master Services Agreement with Brockway Engineering for water rights consulting services.

d. Surplus of 2008 Expedition.

Motion to approve consent calendar

| | |
|------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Baird Gourlay, Commissioner |
| SECONDER: | Michael David, Council President |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

Council President Michael David announced from south of the bridge to south of hospital the speed limit will increase from 35 to 45 miles per hour.

Mayor Nina Jonas announced there will be another special meeting on Thursday, September 3rd at 4:00 pm.

4. COMMUNICATIONS FROM THE PUBLIC.

There was none.

5. PUBLIC HEARINGS.

- a. Public Hearing on amending the FY14-15 Budget, Sandy Cady Treasurer/Clerk.

Sandy Cady Treasurer/Clerk presented Ordinance 1138, amending Ordinance 1119 the Annual Appropriation Ordinance for FY 2014-15.

Mayor Nina Jonas opened the meeting for public comment.

No comments

Motion to suspend reading Ordinance No. 1138 in full, and read by title only, Pursuant to Idaho Code 50-902.

| | |
|------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Jim Slanetz, Councilor |
| SECONDER: | Michael David, Council President |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

Motion to adopt Ordinance No. 1138, an ordinance of the City of Ketchum, Idaho, amending Ordinance Number 1119, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2014, and ending September 30, 2015: appropriating additional monies to be received by the City of Ketchum, Idaho; and, providing an effective date.

| | |
|------------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Jim Slanetz, Councilor |
| SECONDER: | Michael David, Council President |
| ROLL CALL VOTE: | |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

- b. Public Hearing on adopting the FY15-16 Budget, Sandy Cady Treasurer/Clerk

Sandy Cady Treasurer/Clerk presented by outlining the proposed budget that incorporated all changes that were requested.

Mayor Nina Jonas opened the meeting for public comment

No comments

Motion to suspend reading Ordinance No. 1139 in full, and read by title only, Pursuant to Idaho Code 50-902.

| | |
|------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Michael David, Council President |
| SECONDER: | Baird Gourlay, Councilor |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

Motion to adopt Ordinance No. 1139, an ordinance of the City of Ketchum, Idaho, entitled the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2015, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

| | |
|------------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Michael David, Council President |
| SECONDER: | Jim Slanetz, Councilor |
| ROLL CALL VOTE: | |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

c. Public Hearing on Fees, Micah Austin Director of Planning & Building

Micah Austin Director of Planning & Building explained that all City fees have been put in one document. The fees in this resolution are the same fees that have already been in place. Most changes are in Planning & Building and Parks & Recreation.

Micah Austin Director of Planning & Building presented the Planning & Building fees in the packet. The only addition to this section is under other inspections and fees. A Temporary C. of O. fee and an Alternative Energy Installation fee have been added.

There was a discussion regarding the Temporary C. of O. process.

Councilor Baird Gourlay questioned the cost of a sign fee. Micah Austin Director of Planning & Building explained that it is a one-time fee. There was a discussion regarding hotel and commercial fees and Multi Family Rates. Micah Austin Director of Planning & Building will continue to review rates and bring any changes before council.

Fire Chief Mike Elle discussed the fire section of this resolution. There are no changes to the fire fees, the charges basically cover the Fire Department expenses and will be reviewed annually going forward.

Jen Smith Director of Parks & Recreation said the only changes that were made are facility fees, music license and film permits.

Robyn Mattison Public Works Director & City Engineer advised council that currently the Street Division has no fees; however they have added two fees, Right of Way Encroachment Permit Fees and a Right of Way Use Permit. They changed installing and removing banners to be \$175.

Water & Waste Water Division fees have not changed but will be changing shortly.

Suzanne Frick City Administrator explained that since we now have all fees in one resolution council will be seeing this resolution more frequently because every time a fee changes the resolution will need to be reviewed by council.

There was a discussion regarding hydrant use fills. Staff will come back to council in a few weeks with a suggestion.

Clerk Fees were addressed by Sandy Cady Treasurer/Clerk. The fees in the Clerk's office have not changed.

Mayor Nina Jonas opened the meeting up for public comment
There were no comments.

Motion to approve Resolution 15-018, adopting and re-adopting fees for all departments in the City of Ketchum.

| | |
|------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Baird Gourlay, Councilor |
| SECONDER: | Michael David, Council President |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

6. ADJOURNMENT.

Motion to adjourn at 6:15 p.m.

| | |
|------------------|---------------------------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Baird Gourlay, Councilor |
| SECONDER: | Michael David, Council President |
| AYES: | Michael David, Anne Corrock, Jim Slanetz, Baird Gourlay |

Nina Jonas, Mayor

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "011000000"- "9449009999", "991000000"- "9911810000"

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--------------------------------------------------------|----------------|------------------------------------------------------------|--------------------|
| GENERAL FUND | | | |
| 01-2171-2000 P/R TAXES PBL--STATE W/H | | | |
| STATE TAX COMMISSION | PR0904151 | State Withholding Tax Pay Period: 9/4/2015 | 6,475.00 |
| 01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC | | | |
| III-A | 083115 | Health Insur. - Adjustment for Sept | 26.70 |
| III-A | PR0904151 | Health Ins - Family Pay Period: 9/4/2015 | 315.66 |
| III-A | PR0904151 | Health Ins - Employee + Spouse Pay Period: 9/4/2015 | 414.44 |
| III-A | PR0904151 | Health Ins - Family Pay Period: 9/4/2015 | 526.10 |
| III-A | PR0904151 | Health Ins - Employee + 1 Chld Pay Period: 9/4/2015 | 13.35 |
| III-A | PR0904151 | Health Ins - Employee + 2 Chld Pay Period: 9/4/2015 | 103.70 |
| III-A | PR0904151 | Health Ins - Family Pay Period: 9/4/2015 | 157.83 |
| 01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE | | | |
| AFLAC | PR0904151 | AFLAC Pre-Tax Pay Period: 9/4/2015 | 726.87 |
| AFLAC | PR0904151 | AFLAC After-Tax Pay Period: 9/4/2015 | 164.43 |
| 01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB | | | |
| NCPERS IDAHO | C376915 | Group Life Insurance Unit C376 | 64.00 |
| 01-2172-3000 P/R DEDUC PBL--DELTA DENTAL | | | |
| DELTA DENTAL PLAN OF IDAH | 083115 | Dental Ins Short pd July \$8.72 and Adj. for Sept \$34.64 | 43.36 |
| DELTA DENTAL PLAN OF IDAH | PR0904151 | Dental Insurance - 1 Child Pay Period: 9/4/2015 | 17.32 |
| DELTA DENTAL PLAN OF IDAH | PR0904151 | Dental Insurance - Spouse Pay Period: 9/4/2015 | 278.55 |
| DELTA DENTAL PLAN OF IDAH | PR0904151 | Dental Insurance - Family Pay Period: 9/4/2015 | 831.96 |
| DELTA DENTAL PLAN OF IDAH | PR0904151 | Dental Insurance - 2+ Child Pay Period: 9/4/2015 | 122.28 |
| 01-2173-3000 P/R DEDUC PBL--NATIONWIDE | | | |
| NATIONWIDE RETIREMENT SOL | PR0904151 | 0064-0017 Nationwide - 0064-0017 Pay Period: 9/4/2015 | 3,654.99 |
| NATIONWIDE RETIREMENT SOL | PR0904151 | 0064-0017 Nationwide/Roth - 0064-0017 Pay Period: 9/4/2015 | 254.04 |
| 01-2174-0000 P/R DEDUC PBL--GARNISHMENTS | | | |
| CHILD SUPPORT SERVICES | PR0904151 | Child Support Pay Period: 9/4/2015 | 269.68 |
| 01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR. | | | |
| PIONEER FEDERAL CREDIT UNI | PR0904151 | Pioneer Federal Credit Union Pay Period: 9/4/2015 | 1,450.00 |
| 01-2175-1000 P/R DEDUC PBL--UNION DUES | | | |
| KETCHUM FIREFIGHTERS LOCA | PR0904151 | Union Dues Union Dues Pay Period: 9/4/2015 | 715.00 |
| 01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD | | | |
| NBS-NATIONAL BENEFIT SERVI | PR0904151 | 125 Medical Savings Pay Period: 9/4/2015 | 1,248.35 |
| 01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC | | | |
| NBS-NATIONAL BENEFIT SERVI | PR0904151 | 125 Dependant Care Pay Period: 9/4/2015 | 515.39 |
| Total : | | | 18,389.00 |

LEGISLATIVE & EXECUTIVE**01-4110-3100 OFFICE SUPPLIES & POSTAGE**

| | | | |
|----------------------------|----------|-------------------------------------------------|----------|
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 1,419.70 |
| MARK OLIVER PHOTL & VIDEO | 149 | Shoot all city workers over the month of August | 800.00 |

01-4110-3200 OPERATING SUPPLIES

| | | | |
|---------------------------|----------|-----------------------------------------------|-------|
| SUN VALLEY NATURAL SPRING | 00028192 | Water Cooler & Bottles for Meeting Room | 29.72 |
| SUN VALLEY NATURAL SPRING | 28021.1 | Short Pd before water cooler for meeting room | 9.61 |

01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG

| | | | |
|-------------------|----------|----------------|------|
| ATKINSONS' MARKET | 06031882 | County Meeting | 5.11 |
|-------------------|----------|----------------|------|

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--------------------------------------------------------|----------------|-----------------------------------------------|--------------------|
| Total LEGISLATIVE & EXECUTIVE: | | | 2,264.14 |
| ADMINISTRATIVE SERVICES | | | |
| 01-4150-3100 OFFICE SUPPLIES & POSTAGE | | | |
| COPY & PRINT, L.L.C. | 67173 | File Folders | 23.99 |
| COPY & PRINT, L.L.C. | 67190 | Office Supplies | 3.97 |
| GREAT AMERICA LEASING COR | 17418358 | 013-0734181-000 081715 | 86.47 |
| INTEGRATED TECHNOLOGIES | 29146 | contract base rate for 07/8/15-08/07/15 | 20.88 |
| INTEGRATED TECHNOLOGIES | 29247 | Contract base rate for 7/8/15 - 8/7/15 | 59.16 |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 1,419.70 |
| SUN VALLEY NATURAL SPRING | 00028192 | Water Cooler & Bottles for Meeting Room | 29.72 |
| SUN VALLEY NATURAL SPRING | 28021.1 | Short Pd before water cooler for meeting room | 9.61 |
| UNIFIED OFFICE SERVICES | 206656 | office supplies | 8.19 |
| WOOD RIVER LOCK SHOP | 8092 | 2 Weiser Keys | 6.50 |
| 01-4150-4200 PROFESSIONAL SERVICES | | | |
| CROTTY, ROBIN | 082815 | Contract Services | 3,040.00 |
| 01-4150-4600 PROPERTY & LIABILITY INSURANCE | | | |
| CNA SURETY DIRECT BILL | 61838199 | Notary Errors & Omissions Policy | 156.00 |
| 01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| BENNETT, PATRICIA | 09032015 | | 214.71 |
| SCHWARTZENBERGER, KATHLE | 09032015 | | 219.00 |
| 01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST | | | |
| ROBYN DAVIS | 09022015 | FLIGHT REIMBURSEMENT | 1,081.20 |
| 01-4150-5150 COMMUNICATIONS | | | |
| IDAHO SUNSHINE MEDIA | 428 | Black & White Ad | 167.76 |
| IDAHO SUNSHINE MEDIA | 435 | Black & White Ad - Row Meeting | 167.76 |
| 01-4150-5200 UTILITIES | | | |
| IDAHO POWER | 2200749261 08 | 2200749261 08/24/15 | 1,323.52 |
| IDAHO POWER | 2203990334 08 | 2203990334 08/11/15 | 76.92 |
| 01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS | | | |
| A.C. HOUSTON LUMBER CO. | 014-500922 | Door Closure for Hallway Door to Police Dept. | 200.72 |
| WAXIE SANITARY SUPPLY | 75440607 | Paper Towels | 105.93 |
| Total ADMINISTRATIVE SERVICES: | | | 8,421.71 |
| PLANNING & BUILDING | | | |
| 01-4170-3100 OFFICE SUPPLIES & POSTAGE | | | |
| COPY & PRINT, L.L.C. | 56315 | Business Card Revisioins/Business Cards | 57.50 |
| GREAT AMERICA LEASING COR | 17418358 | 013-0734181-000 081715 | 86.47 |
| INTEGRATED TECHNOLOGIES | 29146 | contract base rate for 07/8/15-08/07/15 | 21.77 |
| INTEGRATED TECHNOLOGIES | 29247 | Contract base rate for 7/8/15 - 8/7/15 | 118.32 |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 938.00 |
| 01-4170-3200 OPERATING SUPPLIES | | | |
| ADA COUNTY PROCESSING CEN | 082815 | Release of Liability for 2008 Ford | 3.50 |
| 01-4170-4200 PROFESSIONAL SERVICES | | | |
| CROTTY, ROBIN | 082815 | Contract Services | 230.00 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|----------------------------------------------------|----------------|-----------------------------------------|--------------------|
| Total PLANNING & BUILDING: | | | 1,455.56 |
| POLICE | | | |
| 01-4210-3100 OFFICE SUPPLIES & POSTAGE | | | |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 442.34 |
| Total POLICE: | | | 442.34 |
| Total GENERAL FUND: | | | 30,972.75 |
| WAGON DAYS FUND | | | |
| WAGON DAYS EXPENDITURES | | | |
| 02-4530-3200 OPERATING SUPPLIES | | | |
| SUN VALLEY EVENTS | 560 | Wagon Days - Constant Contact Fee | 35.00 |
| 02-4530-3250 SOUVENIRS SUPPLIES | | | |
| DAVIS EMBROIDERY | 25330 | Wagon Days | 594.00 |
| SUN VALLEY EVENTS | 560 | Wagon Days - Marco Promotions - Ribbons | 114.30 |
| 02-4530-4200 PROFESSIONAL SERVICES | | | |
| MATTIAS, AMBER | WAGON DAY | RED BARN TRAVEL | 250.00 |
| MATTIAS, MICHAEL | WAGON DAY | RED BARN TRAVEL | 250.00 |
| NIEDRICH, DAVE | WAGON DAY | RED BARN TRAVEL | 250.00 |
| NIEDRICH, TERI | WAGON DAY | RED BARN TRAVEL | 250.00 |
| SUN VALLEY COMPANY | 080115 | Lease for Wagon Days | 1.00 |
| SUN VALLEY EVENTS | 560 | Wagon Days - September Installment | 3,125.00 |
| GRIFFETH, MEL | WAGON DAY | VOID ENTRY | 2,000.00- |
| ALLRED, CODY | WAGON DAY | WAGON TRAVEL | 400.00 |
| CANT, DON | WAGON DAY | WAGON TRAVEL | 200.00 |
| 02-4530-6100 REPAIR/ MAINT-ORE WAGONS/MSEUM | | | |
| HANSEN WHEEL & WAGON SHO | 61316B.2 | Restoration of Wagon #2 - Balance | 17,624.90 |
| Total WAGON DAYS EXPENDITURES: | | | 21,094.20 |
| Total WAGON DAYS FUND: | | | 21,094.20 |
| STREET MAINTENANCE FUND | | | |
| STREET | | | |
| 04-4310-3200 OPERATING SUPPLIES | | | |
| CHATEAU DRUG CENTER | 1437633 | window cleaner | 7.59 |
| CHATEAU DRUG CENTER | 1439285 | Supplies | 18.58 |
| FASTENAL COMPANY | IDJER57530 | Shop Safety | 28.22 |
| HEADSETS.COM, INC. | 2628174 | wireless headset | 329.95 |
| TREASURE VALLEY COFFEE IN | 2160 04185052 | COFFEE | 57.10 |
| 04-4310-3400 MINOR EQUIPMENT | | | |
| A.C. HOUSTON LUMBER CO. | 014-500489 | parts | 22.49 |
| 04-4310-4200 PROFESSIONAL SERVICES | | | |
| ROAD WORK AHEAD CONST. SU | TS-1271 | Traffic Control | 1,286.44 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|------------------------------------------------------------------------|----------------|-------------------------------------|--------------------|
| 04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG ASSOCIATION OF IDAHO CITIES | 200000768 | Shellie Rubel Registration | 100.00 |
| 04-4310-5100 TELEPHONE & COMMUNICATIONS | | | |
| VERIZON WIRELESS, BELLEVUE | 9750523277 | 96549443-0001 08/1015 | 14.91 |
| 04-4310-5200 UTILITIES | | | |
| IDAHO POWER | 2204882910 08 | 2204882910 081215 | 213.44 |
| IDAHO POWER | 2204882910 08 | 2204882910 081215 | 100.48 |
| 04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| FREIGHTLINER OF IDAHO | 175205 | Parts & Supplies | 76.84 |
| NAPA AUTO PARTS | 824652 | Parts & Supplies | 94.04 |
| NAPA AUTO PARTS | 824860 | Parts & Supplies | 71.16 |
| RIVER RUN AUTO PARTS | 6538-89371 | Parts & Supplies | 1,157.45 |
| RIVER RUN AUTO PARTS | 6538-89372 | freight | 15.00 |
| RIVER RUN AUTO PARTS | 6538-89518 | CQ Flashers 99 Crewcab | 10.90 |
| 04-4310-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| A.C. HOUSTON LUMBER CO. | 014 501402 | Supplies | 19.26 |
| A.C. HOUSTON LUMBER CO. | 014-500545 | parts | 4.72 |
| A.C. HOUSTON LUMBER CO. | 014-500585 | parts | 43.36 |
| A.C. HOUSTON LUMBER CO. | 014-501862 | Paint Thinner | 5.49 |
| A.C. HOUSTON LUMBER CO. | 014-502104 | Linseed Oil | 8.99 |
| A.C. HOUSTON LUMBER CO. | 014-502967 | Welding Fan | 3.56 |
| BARRY EQUIPMENT RENTAL | 138150-1 | Parts & Supplies | 76.35 |
| FREIGHTLINER OF IDAHO | CM173904 | Core Return Restoration | 84.00- |
| METROQUIP, INC. | 00029115 | Supplies | 44.85 |
| METROQUIP, INC. | 00029116 | Parts | 37.46 |
| METROQUIP, INC. | 00029231 | Parts | 571.78 |
| NAPA AUTO PARTS | 500003226 | Battery | 11.98 |
| NAPA AUTO PARTS | 824947 | Parts & Supplies | 38.70 |
| RIVER RUN AUTO PARTS | 6538-89515 | Gold Class Leather Care | 10.95 |
| RIVER RUN AUTO PARTS | 6538-89559 | Tire Cleaner | 33.00 |
| WESTERN STATES CAT | PC040234109 | Parts | 20.44 |
| WESTERN STATES CAT | PR040027394 | Credit | 553.75- |
| 04-4310-6910 OTHER PURCHASED SERVICES | | | |
| AMERIPRIDE LINEN | 2400443554 | 241076800 08/19/15 | 37.60 |
| AMERIPRIDE LINEN | 2400445245 | 241076800 08/26/15 | 77.90 |
| 04-4310-6920 SIGNS & SIGNALIZATION | | | |
| A.C. HOUSTON LUMBER CO. | 014-501048 | Flat Washer | 2.00 |
| BIG WOOD LANDSCAPE, INC. | 6741 | Paver Repair at Davis Reed | 45.00 |
| BIG WOOD LANDSCAPE, INC. | 6751 | Paver Repair / Lewis St. by Cleaner | 135.00 |
| ECONO SIGNS LLC | 10-923516 | Signage | 605.86 |
| ECONO SIGNS LLC | 10-923593 | Signage | 1,307.58 |
| 04-4310-6930 STREET LIGHTING | | | |
| A.C. HOUSTON LUMBER CO. | 014 500825 | Supplies | 5.89 |
| IDAHO POWER | 2200059315 08 | 2200059315 08/10/15 | 5.35 |
| IDAHO POWER | 2200506786 08 | 2200506786 08/10/15 | 6.71 |
| IDAHO POWER | 2201013857 08 | 2201013857 08/20/15 | 28.19 |
| IDAHO POWER | 2201174667 08 | 2201174667 08/10/15 | 7.35 |
| IDAHO POWER | 2202627564 08 | 2202627564 08/10/15 | 10.44 |
| IDAHO POWER | 2203027632 08 | 2203027632 08/10/15 | 5.81 |
| IDAHO POWER | 2204535385 08 | 2204535385 08/20/15 | 161.24 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--------------------------------------------------------|----------------|-----------------------------------------|--------------------|
| IDAHO POWER | 2204882910 08 | 2204882910 081215 | 699.93 |
| IDAHO POWER | 2205963446 08 | 2205963446 8/10/15 | 71.55 |
| IDAHO POWER | 2206773224 08 | 2206773224 082015 | 8.29 |
| PLATT | H439784 | Parts & Supplies | 359.28 |
| PLATT | H504051 | 4th Street Lights | 52.48 |
| PLATT | H547048 | Parts & Supplies | 37.38 |
| RIVER RUN AUTO PARTS | 6538-89373 | Parts & Supplies | 9.02 |
| 04-4310-6950 MAINTENANCE & IMPROVEMENTS | | | |
| ANDERSON ASPHALT PAVING | 5288 | Asphalt Patching | 24,995.00 |
| IDAHO TRAFFIC SAFETY INC | 17616 | Road Striping | 21,363.67 |
| SNAKE RIVER CONSTRUCTION, | 081815 | Chiip Seal in Alley | 13,075.00 |
| Total STREET: | | | 67,011.25 |
| Total STREET MAINTENANCE FUND: | | | 67,011.25 |
| FIRE & RESCUE FUND | | | |
| FIRE & RESCUE | | | |
| 10-4230-3200 OPERATING SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 014-483421 | supplies | 19.64 |
| A.C. HOUSTON LUMBER CO. | 014-484173 | Fender Washer | 1.70 |
| A.C. HOUSTON LUMBER CO. | 014-485820 | Spray Paint | 44.67 |
| A.C. HOUSTON LUMBER CO. | 014-486560 | Duct Tape/Masking Tape | 18.98 |
| ALSCO - AMERICAN LINEN DIVI | LBO11293903 | Shop Towels | 12.50 |
| ALSCO - AMERICAN LINEN DIVI | LBO11298458 | Shop Towels | 12.50 |
| CHATEAU DRUG CENTER | 1417840 | Red Velcro Tape | .65 |
| CHATEAU DRUG CENTER | 1432167 | Staion 1 Shop Supplies | 1.90 |
| CHATEAU DRUG CENTER | 1434581 | Batteries & handsoap for station | 15.66 |
| COPY & PRINT, L.L.C. | 61195 | Sign Holder | 7.20 |
| GREAT AMERICA LEASING COR | 17418358 | 013-0734181-000 081715 | 43.23 |
| INTEGRATED TECHNOLOGIES | 29146 | contract base rate for 07/8/15-08/07/15 | 10.44 |
| INTEGRATED TECHNOLOGIES | 29247 | Contract base rate for 7/8/15 - 8/7/15 | 29.58 |
| L.N. CURTIS & SONS | 3162465-00 | Credit memo for returned supplies | 89.90- |
| L.N. CURTIS & SONS | 316435-00 | Actuator Shaft/Tab Handle | 142.65 |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 243.94 |
| UPS STORE #2444 | 1Z2Y292X036 | Shipping | 6.33 |
| WEIDNER & ASSOCIATES | 109380 | Supplies | 955.69 |
| 10-4230-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 803227 | 37267 - 073115 | 174.23 |
| UNITED OIL | 805745 | 37267 081515 | 97.32 |
| 10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| LUTZ RENTALS | 50700-0 | Extrication vehicle Transport | 54.00 |
| 10-4230-5100 TELEPHONE & COMMUNICATIONS | | | |
| COX COMMUNICATIONS | 027222301 081 | 001 2401 027222301 072015 | 6.71 |
| UNITED COMMUNICATIONS CO | 808451 | parts/supplies | 99.23 |
| UNITED COMMUNICATIONS CO | 808486 | battery | 11.50 |
| UNITED COMMUNICATIONS CO | 808850 | Repairs | 137.53 |
| VERIZON WIRELESS, BELLEVUE | 9750646585 | 765494480-00001 081315 | 100.15 |
| 10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS | | | |
| A.C. HOUSTON LUMBER CO. | 014-498833 | Building Repair Quarters Kitchen Sink | 1.80 |
| CHATEAU DRUG CENTER | 1431154 | Supplies | 2.25 |
| SILVER CREEK SUPPLY | S1505258.001 | parts | 43.81 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|------------------------------------------------------------|----------------|----------------------------------------------------|--------------------|
| 10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU | | | |
| CHATEAU DRUG CENTER | 1415484 | Supplies for washing rigs | 14.24 |
| CHATEAU DRUG CENTER | 1431154 | Supplies | 2.50 |
| RIVER RUN AUTO PARTS | 6538-88593 | Parts & Supplies | 72.47 |
| RIVER RUN AUTO PARTS | 6538-88889 | Battery | 64.98 |
| 10-4230-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| L.N. CURTIS & SONS | 81111715-00 | Parts & Service | 1,342.00 |
| 10-4230-6910 OTHER PURCHASED SERVICES | | | |
| KETCHUM COMPUTERS, INC. | 11883 | Wireless bridge for Greenhorn Station/email issues | 75.00 |
| POLLEY, DEE | 082515 | FILE MOD to add sites and frequencies | 1,336.33 |
| Total FIRE & RESCUE: | | | 5,113.41 |
| Total FIRE & RESCUE FUND: | | | 5,113.41 |
| AMBULANCE SERVICE FUND | | | |
| AMBULANCE SERVICE | | | |
| 14-4260-3200 OPERATING SUPPLIES | | | |
| A.C. HOUSTON LUMBER CO. | 014-483421 | supplies | 19.64 |
| A.C. HOUSTON LUMBER CO. | 014-484173 | Fender Washer | 1.70 |
| A.C. HOUSTON LUMBER CO. | 014-485820 | Spray Paint | 44.67 |
| A.C. HOUSTON LUMBER CO. | 014-486560 | Duct Tape/Masking Tape | 18.98 |
| ALSCO - AMERICAN LINEN DIVI | LBO11293903 | Shop Towels | 12.50 |
| ALSCO - AMERICAN LINEN DIVI | LBO11298458 | Shop Towels | 12.50 |
| BOUNDTREE MEDICAL | 81846424 | Supplies | 158.01 |
| BOUNDTREE MEDICAL | 81852351 | Supplies | 87.87 |
| BOUNDTREE MEDICAL | 81870491 | Supplies | 11.19 |
| BOUNDTREE MEDICAL | 81875118 | Supplies | 502.00 |
| CHATEAU DRUG CENTER | 1417840 | Red Velcro Tape | .64 |
| CHATEAU DRUG CENTER | 1432167 | Staion 1 Shop Supplies | 1.89 |
| CHATEAU DRUG CENTER | 1434581 | Batteries & handsoap for station | 15.65 |
| COPY & PRINT, L.L.C. | 61195 | Sign Holder | 7.19 |
| GREAT AMERICA LEASING COR | 17418358 | 013-0734181-000 081715 | 14.23 |
| INTEGRATED TECHNOLOGIES | 29146 | contract base rate for 07/8/15-08/07/15 | 10.44 |
| INTEGRATED TECHNOLOGIES | 29247 | Contract base rate for 7/8/15 - 8/7/15 | 29.58 |
| NORCO | 15671507.1 | ACCT. 54794 | 89.28 |
| NORCO | 16358595 | ACCT. 54794 | 46.41 |
| NORCO | 16378472 | ACCT. 54794 | 73.32 |
| NORCO | 16451085 | ACCT. 54794 | 138.46 |
| NORCO | 16510148 | ACCT. 52355 | 6.02 |
| NORCO | 16511119 | ACCT. 54794 | 247.68 |
| NORCO | 1651573 | ACCT. 54794 | 46.41 |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 243.94 |
| PRAXAIR/WHITMORE | 53506605 | Oxygen | 47.28 |
| ST. LUKES - WOOD RIVER MEDI | IN06920 | Pharmacy Supplies | 672.79 |
| UPS STORE #2444 | 1Z2Y292X036 | Shipping | 6.32 |
| 14-4260-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 803227 | 37267 - 073115 | 352.22 |
| UNITED OIL | 805745 | 37267 081515 | 268.90 |
| 14-4260-5100 TELEPHONE & COMMUNICATIONS | | | |
| COX COMMUNICATIONS | 027222301 081 | 001 2401 027222301 072015 | 6.71 |
| UNITED COMMUNICATIONS CO | 808451 | parts/supplies | 99.23 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|------------------------------------------------------------|----------------|----------------------------------------------------|--------------------|
| UNITED COMMUNICATIONS CO | 808486 | battery | 11.50 |
| UNITED COMMUNICATIONS CO | 808850 | Repairs | 137.52 |
| VERIZON WIRELESS, BELLEVUE | 9750646585 | 765494480-00001 081315 | 121.29 |
| 14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS | | | |
| A.C. HOUSTON LUMBER CO. | 014-498833 | Building Repair Quarters Kitchen Sink | 1.79 |
| CHATEAU DRUG CENTER | 1431154 | Supplies | 2.24 |
| SILVER CREEK SUPPLY | S1505258.001 | parts | 43.80 |
| 14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU | | | |
| CHATEAU DRUG CENTER | 1415484 | Supplies for washing rigs | 14.23 |
| CHATEAU DRUG CENTER | 1431154 | Supplies | 2.50 |
| RIVER RUN AUTO PARTS | 6538-88593 | Parts & Supplies | 72.47 |
| RIVER RUN AUTO PARTS | 6538-88889 | Battery | 64.97 |
| 14-4260-6100 REPAIR & MAINT--MACHINERY & EQ | | | |
| L.N. CURTIS & SONS | 3160536-00 | Supplies | 211.16 |
| 14-4260-6910 OTHER PURCHASED SERVICES | | | |
| KETCHUM COMPUTERS, INC. | 11883 | Wireless bridge for Greenhorn Station/email issues | 75.00 |
| POLLEY, DEE | 082515 | FILE MOD to add sites and frequencies | 1,336.33 |
| Total AMBULANCE SERVICE: | | | 5,388.45 |
| Total AMBULANCE SERVICE FUND: | | | 5,388.45 |
| PARKS AND RECREATION FUND | | | |
| PARKS AND RECREATION | | | |
| 18-4510-3100 OFFICE SUPPLIES & POSTAGE | | | |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 29.38 |
| 18-4510-3200 OPERATING SUPPLIES | | | |
| SYSCO | 609333297 | Operating Supplies | 388.75 |
| SYSCO | 609462461 | Operating Supplies | 153.03 |
| SYSCO | 609646314 | Operating Supplies | 342.90 |
| 18-4510-3250 RECREATION SUPPLIES | | | |
| KEARNEY, JOHN | 082015 | reimbursement | 129.48 |
| 18-4510-3280 YOUTH GOLF | | | |
| BIGWOOD GOLF @ THUNDERSP | 082315 | Driving range and Jr. Cuck Gates Tournament | 800.00 |
| 18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY | | | |
| ATKINSONS' MARKET | 07042747 | Concessions | 32.95 |
| ATKINSONS' MARKET | 07046468 | Concessions | 24.97 |
| SYSCO | 609333297 | Concession & Supplies | 485.74 |
| SYSCO | 609462461 | Concession & Supplies | 116.08 |
| 18-4510-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 805746 | 37268 081515 | 345.19 |
| 18-4510-4200 PROFESSIONAL SERVICES | | | |
| CEM AQUATICS | 111535 | Service Call | 1,200.00 |
| CERTIFIED FOLDER DISPLAY SE | 502427 | Brochure Distribution | 140.00 |
| 18-4510-5200 UTILITIES | | | |
| IDAHO POWER | 2201272487 08 | 2201272487 08/20/15 | 31.41 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|----------------------------------------------------|----------------|------------------------------------------|--------------------|
| IDAHO POWER | 2203313446 08 | 2203313446 08/10/15 | 6.19 |
| IDAHO POWER | 2203538992 08 | 2203538992 08/20/15 | 84.51 |
| IDAHO POWER | 2206452274 08 | 2206452274 08/20/15 | 528.50 |
| 18-4510-6950 MAINTENANCE & IMPROVEMENTS | | | |
| A.C. HOUSTON LUMBER CO. | 014-483899 | parts & supplies | 10.61 |
| A.C. HOUSTON LUMBER CO. | 014-494544 | parts | 11.39 |
| A.C. HOUSTON LUMBER CO. | 014-495544 | Gloves | 15.69 |
| ATKINSONS' MARKET | 02064062 | Splash Pad | 1.89 |
| CEM AQUATICS | 111896 | Vortex Activator | 12.53 |
| CHATEAU DRUG CENTER | 1431185 | Supplies | 59.79 |
| LUTZ RENTALS | 50805-1 | Propane | 7.65 |
| LUTZ RENTALS | 51216-1 | Propane | 11.12 |
| PIPECO, INC. | S2203545.001. | return | 20.24- |
| PIPECO, INC. | S2210920.001 | parts | 5.55 |
| PIPECO, INC. | S2219237-001 | Coupling Inserts for Skate Park | 2.53 |
| SAWTOOTH WOOD PRODUCTS, I | 0000091714 | Supplies | 569.85 |
| WOOD RIVER LOCK SHOP | 8221 | Keys | 27.50 |
| Total PARKS AND RECREATION: | | | 5,554.94 |
| Total PARKS AND RECREATION FUND: | | | 5,554.94 |
| ORIGINAL LOT FUND | | | |
| ORIGINAL LOT TAX | | | |
| 22-4910-4200 PROFESSIONAL SERVICES | | | |
| NEXLEVEL INFORMATION TEC | 20150725 | Managing Consultant Services and Travel | 8,083.77 |
| Total ORIGINAL LOT TAX: | | | 8,083.77 |
| Total ORIGINAL LOT FUND: | | | 8,083.77 |
| IDAHO POWER FRANCHISE FUND | | | |
| IDAHO POWER FRANCHISE EXPEND. | | | |
| 50-4800-7800 MISCELLANEOUS CONSTRUCTION | | | |
| TRACK UTILITIES, LLC | 152101-4 | Aspen Ski Co. Install | 4,439.37 |
| Total IDAHO POWER FRANCHISE EXPEND.: | | | 4,439.37 |
| Total IDAHO POWER FRANCHISE FUND: | | | 4,439.37 |
| WATER FUND | | | |
| WATER EXPENDITURES | | | |
| 63-4340-3100 OFFICE SUPPLIES & POSTAGE | | | |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 251.50 |
| UNIFIED OFFICE SERVICES | 207023 | office supplies | 9.77 |
| UNIFIED OFFICE SERVICES | 207025 | office supplies | 109.28 |
| 63-4340-3200 OPERATING SUPPLIES | | | |
| AMERIPRIDE LINEN | 2400445231 | 241076901 082615 | 21.41 |
| AMERIPRIDE LINEN | 2400445232 | 241076900 082615 | 131.79 |
| CHATEAU DRUG CENTER | 1437513 | Supplies | 14.24 |
| CHATEAU DRUG CENTER | 1437890 | Supplies | 38.89 |
| D AND L SUPPLY | 00000042473 | Parts & Services | 1,024.00 |
| INTEGRATED TECHNOLOGIES | 30041 | contract base rate for 007/21/15-08/2015 | 16.42 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---------------------------------------------------------|----------------|--------------------------------------------------|--------------------|
| PIPECO, INC. | S2200817.001 | Gloves | 9.17 |
| PIPECO, INC. | S2218397.001 | Blue Marking Paint | 68.18 |
| 63-4340-3400 MINOR EQUIPMENT | | | |
| A.C. HOUSTON LUMBER CO. | 014-470663 | Tape MEasure Fatmax | 22.29 |
| 63-4340-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 805749 | 37271 08/15/15 | 323.25 |
| 63-4340-3800 CHEMICALS | | | |
| GEM STATE WELDERS SUPPLY,I | E244287 | Chemicals | 243.00 |
| 63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG | | | |
| IDAHO RURAL WATER ASSOCIA | 4271 | Distribution-Useful Tools & Practice | 100.00 |
| IDAHO RURAL WATER ASSOCIA | 4271.1 | Math made Easy | 100.00 |
| 63-4340-5100 TELEPHONE & COMMUNICATIONS | | | |
| CENTURY LINK | 725-5045 0726 | 208-725-5045 103B 070415 | 47.60 |
| COX COMMUNICATIONS | 205188001 081 | 001 2401 0205188001 08/15/15 | 94.98 |
| VERIZON WIRELESS, BELLEVUE | 9750523277 | 96549443-0001 08/1015 | 14.91 |
| VERIZON WIRELESS, BELLEVUE | 9750615085 | 365516521-00001 09/08/15 | 102.88 |
| 63-4340-5200 UTILITIES | | | |
| DIG LINE | 0052065-IN | Monthly Fee | 40.70 |
| 63-4340-6000 REPAIR & MAINT-AUTO EQUIP | | | |
| LES SCHWAB | 11700256214 | Tires & Service - GEO's Truck | 1,272.24 |
| RIVER RUN AUTO PARTS | 6538-89224 | Supplies | 164.36 |
| RIVER RUN AUTO PARTS | 6538-89255 | Supplies | 200.91 |
| RIVER RUN AUTO PARTS | 6538-89256 | Supplies | 58.80 |
| RIVER RUN AUTO PARTS | 6538-89311 | Supplies | 115.12 |
| 63-4340-6100 REPAIR & MAINT-MACH & EQUIP | | | |
| BOLEN'S CONTROL HOUSE, INC. | S1243648.001 | Balance of Generator bill S & H | 10.42 |
| City of Ketchum | 082615 | Landcaping Services for 2015 Mowing & Irrigation | 1,250.00 |
| 63-4340-7800 CONSTRUCTION | | | |
| LUNCEFORD EXCAVATION, INC. | 6235 | Deere 50D/Labor/Pump/Generator/Asphalt Patch | 1,175.00 |
| Total WATER EXPENDITURES: | | | 7,031.11 |
| Total WATER FUND: | | | 7,031.11 |
| WATER CAPITAL IMPROVEMENT FUND | | | |
| WATER CIP EXPENDITURES | | | |
| 64-4340-7800 CONSTRUCTION | | | |
| D AND L SUPPLY | 00000042473 | Parts & Services | 324.00 |
| Total WATER CIP EXPENDITURES: | | | 324.00 |
| Total WATER CAPITAL IMPROVEMENT FUND: | | | 324.00 |
| WASTEWATER FUND | | | |
| WASTEWATER EXPENDITURES | | | |
| 65-4350-3100 OFFICE SUPPLIES & POSTAGE | | | |
| PITNEY BOWES - RESERVE ACC | 09022015 | Postage Meter Refill | 251.50 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---------------------------------------------------------|----------------|--------------------------------------------------|--------------------|
| UNIFIED OFFICE SERVICES | 207025 | office supplies | 182.97 |
| 65-4350-3200 OPERATING SUPPLIES | | | |
| AMERIPRIDE LINEN | 2400445230 | 241021000 08/26/15 | 103.30 |
| AMERIPRIDE LINEN | 2400445231 | 241076901 082615 | 21.40 |
| CHATEAU DRUG CENTER | 1437909 | Supplies | 29.99 |
| GEM STATE PAPER & SUPPLY | 968341-00 | Supplies | 82.04 |
| INTEGRATED TECHNOLOGIES | 30041 | contract base rate for 007/21/15-08/2015 | 16.42 |
| UPS STORE #2444 | 1Z2Y292X036 | Shipping | 9.80 |
| UPS STORE #2444 | 1Z2Y292X039 | Shipping | 9.80 |
| UPS STORE #2444 | 1Z2Y292X039 | Shipping | 9.80 |
| UPS STORE #2444 | 1Z2Y292X039 | Shipping | 9.80 |
| 65-4350-3500 MOTOR FUELS & LUBRICANTS | | | |
| UNITED OIL | 387730 | ACCT. 37270 | 2,750.52 |
| UNITED OIL | 805748 | 37270 081515 | 93.24 |
| 65-4350-3800 CHEMICALS | | | |
| THATCHER COMPANY, Inc. | 1368199 | Chemicals | 3,420.00 |
| 65-4350-5100 TELEPHONE & COMMUNICATIONS | | | |
| CENTURY LINK | 7268953402 B | 7268953402 b 08/13/15 | 47.60 |
| COX COMMUNICATIONS | 205188001 081 | 001 2401 0205188001 08/15/15 | 94.97 |
| VERIZON WIRELESS, BELLEVUE | 9750523277 | 96549443-0001 08/10/15 | 319.27 |
| 65-4350-5200 UTILITIES | | | |
| IDAHO POWER | 2202158701 08 | 2202158701 08/12/15 | 10,244.77 |
| IDAHO POWER | 2202703357 08 | 2202703357 08/19/15 | 48.00 |
| 65-4350-6100 REPAIR & MAINT-MACH & EQUIP | | | |
| City of Ketchum | 082615 | Landcaping Services for 2015 Mowing & Irrigation | 1,250.00 |
| COLUMBIA ELECTRIC SUPPLY | 6819-537636 | Capacitor | 187.27 |
| PIPECO, INC. | S2217894.001 | PVC PIPE | 1.44 |
| PLATT | G937039 | Parts & Supplies | 37.54 |
| SHERWIN-WILLIAMS CO. | 1113-9 | Supplies | 285.30 |
| WESTERN STATES CAT | PC000470298 | Parts | 75.80 |
| XYLEM WATER SOLUTIONS U.S. | 3556853602 | Sensor Calibration | 1,218.63 |
| 65-4350-6900 COLLECTION SYSTEM SERVICES/CHA | | | |
| AMERIPRIDE LINEN | 2400445230 | 241021000 08/26/15 | 18.23 |
| DIG LINE | 0052065-IN | Monthly Fee | 40.69 |
| GEM STATE PAPER & SUPPLY | 968341-00 | Supplies | 14.48 |
| INTEGRATED TECHNOLOGIES | 30041 | contract base rate for 007/21/15-08/2015 | 5.80 |
| VERIZON WIRELESS, BELLEVUE | 9750523277 | 96549443-0001 08/10/15 | 42.21 |
| WINDOW WELDER | 121112 | Collections | 216.55 |
| Total WASTEWATER EXPENDITURES: | | | 21,139.13 |
| Total WASTEWATER FUND: | | | 21,139.13 |
| WASTEWATER CAPITAL IMPROVE FND | | | |
| 67-3700-3600 REFUNDS & REIMBURSEMENTS | | | |
| SUN VALLEY WATER & SEWER | 082715 | ID Pow. rebate ch-SV WA/SW Share | 26,308.38 |
| Total : | | | 26,308.38 |

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|---------------------------------------------|----------------|------------------|--------------------|
| Total WASTEWATER CAPITAL IMPROVE FND: | | | 26,308.38 |
| PARKS/REC DEV TRUST FUND | | | |
| PARKS/REC TRUST EXPENDITURES | | | |
| 93-4900-6800 KETCHUM ARTS COMMISSION | | | |
| MACKIE, JACK | 081715 | KAC Consultation | 2,000.00 |
| Total PARKS/REC TRUST EXPENDITURES: | | | 2,000.00 |
| Total PARKS/REC DEV TRUST FUND: | | | 2,000.00 |
| Grand Totals: | | | 204,460.76 |

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449009999", "9910000000"- "9911810000"



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 8, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Accept the Agreement For Prosecution of City Misdemeanors With Frederick C. Allington, Esq.

Introduction/History

The City contracted with Frederick C. Allington, Esq. for the prosecution of City misdemeanors for FY 2014-15. The agreement for the legal services was \$43,922.

Current Report

Frederick Allington's proposal for prosecution of City misdemeanors is for FY 2015-16. The legal services are outlined in the agreement.

Financial Requirement/Impact

Prosecuting services will remain at the \$ 43, 922.

Recommendation

I respectfully recommend the City Council accept the Agreement for Prosecution of City Misdemeanors with Frederick C. Allington, Esq.

Recommended Motion

"I move to accept the agreement for Prosecution of City Misdemeanors with Frederick C. Allington, Esq."

Sincerely,

Sandra E. Cady, CMC
City Treasurer/Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this 8th day of September, 2015, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF KETCHUM, IDAHO, (hereinafter referred to as "City");

WITNESSETH

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

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

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

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

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

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

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from magistrate to district court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar

as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
- (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
- (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
- (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
- (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencings; and
- (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
- (8) Keep informed of new developments in criminal law and criminal procedure.

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

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

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2015 through the 30th day of September, 2016.

3. **COMPENSATION**

- A. Compensation per year of FORTY THREE THOUSAND NINE HUNDRED TWENTY TWO DOLLARS (\$43,922) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2015 through September 30, 2016.
- B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2015.
- C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

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

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

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

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

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

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City's notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
- B. The City may terminate this Agreement immediately upon Attorney's:

- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
 - C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
10. **MAINTENANCE, STORAGE AND ACCESS OF RECORDS.** Attorney shall maintain the case files until they are closed by conviction, acquittal, dismissal or until the probationary term has expired (whichever comes later). Case files shall be stored in file cabinets that are not accessible to the public.
 11. **PHONE ACCESS AND INTERNET ACCESS.** Attorney shall maintain a secure phone system and computer system.
 12. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
 13. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
 14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
 15. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
 16. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.

17. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
18. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.
19. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
20. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
21. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
22. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
23. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims which arise or result from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

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

ATTORNEY:

CITY OF KETHUM, IDAHO

Frederick C. Allington

The Honorable Nina Jonas, Mayor

AGREEMENT FOR PROSECUTION

Page 6



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

DATE September 8, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

2015/2016 Law Enforcement Services Contract with Blaine County

Introduction/History

The 2015/2016 law enforcement contract with Blaine County provides law enforcement services to the City of Ketchum.

Current Report

This contract is for law enforcement services provided by Blaine County Sheriff to the City of Ketchum. The contracts language is exactly the same as the 2014/2015 contract. The only change is the increased budget amount.

Financial Requirement/Impact

\$1,456,451

Recommendation

I respectfully recommend the City Council approve the 2015/2016 law enforcement contract for services with Blaine County.

Recommended Motion

I move to authorize Mayor Jonas to sign the 2015/2016 law enforcement contract with Blaine County for the sum of \$1,456,451

Sincerely,

Chief Dave Kassner

JOINT POWERS AGREEMENT BETWEEN
BLAINE COUNTY AND THE CITY OF KETCHUM
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this ____ day of _____, 2015, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the “County”) and the City of Ketchum, Idaho, (referred to herein as the “City” or “Ketchum”).

WITNESSETH

WHEREAS, the Blaine County Sheriff’s Office, (referred to herein as the “BCSO”), the County, and the City, each support the development of unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as “BCSO Law Enforcement Services”).

1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:

- a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents’ and business complaints and calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Investigation of crimes, infractions, and misdemeanors;
- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
- f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank Captain for BCSO), and ten (10) additional full-time law enforcement officers, and two (2) CSO officers, and Two (2) full-time administrative persons, working regular business hours (8:00 am. to 5:00 p.m. weekdays), and consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement officers will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement officers shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO employees assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO unit in case of emergency. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests, but only after a replacement officer or officers have been reassigned to Ketchum.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.
- d. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.

- e. All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.
- f. Certain vehicles operating in Ketchum under this Agreement shall have graphics with Ketchum identification. These vehicles shall be operated by the BCSO employees assigned to work primarily within the City of Ketchum. All signage, stationary, phone answering messages, and similar items shall identify the City as well as the BCSO. Any change in the graphic scheme of vehicles used for Ketchum law enforcement shall be approved by the Mayor.
- g. BCSO shall follow its officer response policy concerning the use of Ketchum assigned BCSO employees and Ketchum-owned equipment outside of the City.
- h. BCSO shall develop and implement a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO officers in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.
- i. In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).
- j. Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to rehire BCSO employees who were employed by Ketchum prior to this initial agreement along with other personnel assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees, and the absorption of associated vacation, sick leave, and comp time accruals will be facilitated in the same manner as addressed in this agreement but in reverse fashion (i.e. from the County to Ketchum).
- k. At a minimum, BCSO shall train all personnel assigned to the BCSO Ketchum Division to comply with State mandated training requirements.
- l. Personnel assigned to the BCSO Ketchum Division shall have the same opportunities for promotions as provided to all other BCSO employees and shall be considered for such positions as provided through BCSO's application process. In the event the Sheriff makes an appointment to the position of BCSO Ketchum Chief, he shall include in his considerations any member of the BCSO Ketchum Division who is trained and qualified for the position.

1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).
- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law

enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.

- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: The BCSO will report monthly on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property, which Inventory List of Ketchum Property shall remain an exhibit to this Agreement. Ketchum shall maintain insurance on Ketchum-owned property.
- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its officers to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO’S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(e) of this agreement. The City and representatives from the BCSO shall meet during the City’s annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,456,451.00.

- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the total sum of \$1,456,451.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the date this Agreement is executed.
- d. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- e. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- f. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2015. The agreement period shall continue until September 30, 2016, and may, upon agreement of the parties, be renewed for additional one year periods using the County's budgeting cycle of October 1st to September 30th of the following year.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

- c. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho
 c/o City Clerk
 P.O. Box 2315
 Ketchum, ID 83340

To BCSO:

Blaine County Sheriff
 1650 Aviation Dr.
 Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners
 206 First Avenue South, Suite 300
 Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
 - Exhibit A: BCSO Staffing Chart
 - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: _____
Nina Jonas, Mayor

Attest: _____
Ketchum City Clerk

Blaine County Sheriff's Office

By: _____
Gene D. Ramsey, Sheriff

Blaine County Board of County Commissioners

By: _____
Lawrence Schoen, Commissioner

By: _____
Jacob Greenberg, Chairman

By: _____
Angenie McCleary, Vice Chairman

Attest: _____
Blaine County Clerk



City of Ketchum
Parks & Recreation

August 21, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**RECOMMENDATION TO APPROVE A CONTRACT FOR SERVICES WITH
BLAINE COUNTY SCHOOL DISTRICT FOR PROPERTY MAINTENANCE**

Introduction/History

The Parks & Recreation Department has been maintaining the property surrounding Hemingway Elementary School for years. The Blaine County School District (BCSD) has compensated the department for these services informally. In 2014, the rate of payment for these services was determined by both BCSD and the Parks & Recreation Department to be inadequate for the work provided. In 2014 the annual payment for services from the BCSD to the city of Ketchum increased from \$4,500 to \$15,000.

The Parks & Recreation Department operates Atkinson Park, which is largely owned by BCSD, as it does other public parks in the city of Ketchum. The park is available for private reservation, events, and sports league use through an established protocol in an effort to balance use with appropriate property maintenance. This partnership with BCSD is mutually beneficial and much appreciated by both parties.

Current Report

BCSD and the Parks & Recreation Department created a Contract for Services (attachment) whereby the BCSD will compensate the Parks & Recreation Department \$15,000 annually for property maintenance services.

Financial Requirement/Impact

No financial requirement exists.

Recommendation

I respectfully recommend the City Council approve the attached Contract For Services for property maintenance at Atkinson Park and Hemingway Elementary School.

Recommended Motion

"I move to approve for Mayor Jonas' signature a Contract For Services for property maintenance at Atkinson Park and Hemingway Elementary School."

Sincerely,

Jennifer L. Smith
Director of Parks & Recreation

CONTRACT FOR SERVICES
BETWEEN BLAINE COUNTY SCHOOL DISTRICT NO. 61 AND CITY OF KETCHUM

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into effective this 12th day of September, 2015, by and between the Blaine County School District No. 61, an Idaho political subdivision (hereinafter referred to as "BCSD") and City of Ketchum (also referred to as "Contractor"), an Idaho municipal corporation, both referred to as "Party" or "Parties".

FINDINGS

1. Whereas, the BCSD is a body corporate and politic pursuant to Idaho Code Section 33-310, duly organized under the laws of the State of Idaho.
2. Whereas, the BCSD owns and operates the Ernest Hemingway Elementary located at 111 8th Street West, Ketchum, Idaho 83340.
3. Whereas, the City of Ketchum is an Idaho municipal corporation, duly organized under the laws of the State of Idaho, including but not limited, to Title 50, Idaho Code.
4. Whereas, the Parties desire to enter this Contract for the provision of services as herein described. This Contract is entered in the spirit of friendship, and mutual interests in cooperation to promote educational, cultural, and recreational collaboration.

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

1. City of Ketchum agrees to provide the following, hereinafter "Services":
 - a. City of Ketchum will provide grounds and lawn maintenance for Ernest Hemingway Elementary that includes:
 - i. Weekly mowing for six months
 - ii. Irrigation repairs and testing
 - iii. Fertilizer
 - iv. Tree Care
 - v. Irrigation Water
 - vi. Irrigation system blow-outs and winterization
 - vii. Spring and fall clean-up
 - viii. Miscellaneous materials up to \$500 per year
 - ix. Playground clean up on a weekly basis
 - x. Trash clean up on a weekly basis
 - xi. Weed trimming on a weekly basis

- b. Coordination of press associated with this Contract will be provided by both parties.
 - c. Any use of photo or video of students conducting activities on school grounds must have permission from the parent/guardian of the student.
2. Contractor agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, and all necessary equipment and facilities required to provide the Services as set for in this Contract.
3. Term. The term of this Contract shall commence on September 1, 2015, and shall terminate on June 30, 2016 unless otherwise extended in writing. A joint evaluation of this Contract will be initiated by the Parties' designated representatives by April 1 of each year. Following the evaluation, the parties may be renewed and resigned in writing on a year-to-year basis.
4. Consideration. BCSD will pay to Contractor the amount of \$15,000 to be paid as follows: City of Ketchum will prepare an invoice on or before August 15 that will be submitted to BCSD Business Office for these payments.
5. Insurance. During the pendency of this Contract, Contractor shall carry liability insurance that meets or exceeds the liability of the BCSD under state or federal laws.
6. Termination. The parties may terminate this Contract immediately upon written notice with or without cause. In the event of such termination, BCSD shall have no further responsibility to make any payment under this Contract.
7. Equal Employment Opportunity. Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.
8. Independent Status. The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of BCSD. Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of BCSD.
9. Hold Harmless Agreement. Any contractual obligation entered into or assumed by Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Contract shall be the sole responsibility of Contractor, and Contractor covenants and agrees to indemnify and hold BCSD harmless from any and all claims or causes of action arising out of Contractor's activities and

obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

10. Non-Assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of BCSD.

11. Mediation/Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, upon request of one or both parties, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Contract. The arbitrator shall have no power to award punitive or exemplary damages.

12. Miscellaneous Provisions.

- a. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
- b. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
- c. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- d. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- e. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- f. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

- g. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
- h. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
- i. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- j. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- k. Notices. Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

To BCSD: Blaine County School District
Attn: Business Manager
118 West Bullion Street
Hailey, Idaho 83333

To Contractor: City of Ketchum
Attn: _____

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

SIGNATURES:

| | |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Blaine County School District No. 61 By: _____ Its: _____ Attest: _____ Clerk of the Board of Trustees | Contractor: City of Ketchum By: _____ Its: _____ Attest: _____ Clerk of the City of Ketchum |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|



City of Ketchum
Planning & Building

September 8, 2015

Mayor Jonas and Ketchum City Council
City of Ketchum
Ketchum, Idaho

Mayor Jonas and Members of the Council:

**CONSENT AGENDA:
SURPLUS OF 1992 MAZDA PICKUP C7575 VIN# JM2UF3137N0250980**

Introduction/History

The Parks and Recreation Department would like to request declaring their 1992 Mazda Pickup C7576 surplus. It has outlived its usefulness for the City of Ketchum. Staff has inquired of all departments whether there is a need for the pickup and no department has need for a vehicle of this nature.

Current Report

Staff is recommending to surplus the vehicle and use the proceeds to purchase a more efficient and practical vehicle that will meet the needs of administrative staff. Staff will use PublicSurplus.com to auction the vehicle to the public. Public Surplus is only available to governments for selling surplus equipment but is open to the public for all purchases.

Financial Requirement/Impact

All proceeds from auctioning this vehicle will be applied to a new pool vehicle.

Recommendation

Staff respectfully recommends approval of declaring the vehicle surplus.

Recommended Motion

"I move to approve the surplus of the 1992 Mazda Pickup, VIN# as noted in the staff report."

Sincerely,

A handwritten signature in blue ink, appearing to read "Micah Austin".

Micah Austin, AICP
Planning and Building Director

PROCLAMATION

- Whereas,** Tegernsee, Germany, an intimate village in Bavaria and the City of Ketchum, Idaho, United States of America, have been sister cities for over 30 years; and
- Whereas,** Ketchum's sister city, Tegernsee, Germany, is not unlike Ketchum. It sits in a mountain valley next to the beautiful Lake Tegernsee, and is a mecca for tourists in winter and summer; and
- Whereas,** since the mid-1980s, one of the many aspects of the sister city relationship has been trips by residents to Tegernsee, including a Girl Scout troop and students from the Wood River Valley; and
- Whereas,** Tegernsee and the City of Ketchum have interests in furthering people-to-people ties between our cities; and
- Whereas,** the City of Ketchum now welcomes the representatives from Tegernsee and celebrates their visit to Ketchum; and
- Whereas,** the signing of this proclamation expresses the spirit of goodwill and represents the foundation of a relationship that will benefit the generations to come and contribute to the welfare of both Tegernsee and the City of Ketchum;

NOW, THEREFORE, I, Nina Jonas, Mayor of the City of Ketchum, do hereby proclaim with much appreciation and admiration, September 8, 2015 in the City of Ketchum as

Tegernsee Sister City Day

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Ketchum to be affixed this 8th day of September 2015.

Mayor Nina Jonas



City of Ketchum
City Hall

September 8, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to Enter into a Contract
for Services with Robin Crotty**

Introduction/History

With the adoption of the FY 15-16 budget, the city has divided the responsibilities of the city clerk/treasurer into two positions, a Finance Director and City Clerk. Sandy Cady is filling the Finance Director position, and the City Clerk position is currently vacant.

Current Report

The city undertook a recruitment for the city clerk position but has now determined that it is premature to hire a permanent replacement. The duties of the position are in transition and until factors like document management, new software and technology are resolved, the position will be filled on a temporary basis.

Robin Crotty has been assisting the city in performing many of the clerk duties and has agreed to continue filling the role on a contract basis.

Financial Requirement/Impact

The cost for the services is \$40.00 per hour. The Fiscal Year 2015-16 Budget has sufficient funding to support the funding for the contract.

Recommendation

I respectfully recommend that the Ketchum City Council approve the proposed contact with Robin Crotty.

Recommended Motion

I move approval to enter into a contract for services with Robin Crotty.

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne Frick". The signature is fluid and cursive, with a prominent initial "S" and a trailing flourish.

Suzanne Frick
City Administrator

Attachment: Proposed Contract

INDEPENDENT CONTRACTOR AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho (“City”), and Robin Crotty (“Contractor”).

RECITALS

Whereas, the Ketchum City Council needs a temporary City Clerk to fill a vacancy;

Whereas, the temporary position will be filled until a permanent replacement is hired to fulfill the responsibilities;

Whereas, the City is empowered by Idaho Code section 50-301 to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

Contractor agrees to provide services pursuant to the terms and conditions of this Agreement.

1. SCOPE OF WORK:

Contractor will coordinate with the City Administrator and perform the responsibilities and duties of the City Clerk, including, but not limited to, prepares City Council Agenda and Packets (URA agenda and packets – occasionally), including coordinating agenda material, finalizing agendas and overseeing distribution of the packets and attends all City Council and URA meetings. Performs follow-up activities resulting from City Council and URA meetings, including transcribing and distributing minutes, ensuring that resolutions and ordinances are in proper format and tracking City Council and URA actions. Performs accounts payable duties, prepares list of bills for council meetings and prepares electronic files-bills, documents, etc. Assists with Retention/destruction of documents, maintains the minute book, ordinance book, resolution book and their indexes. Sends Ordinances to be codified, assists with the production of the annual budget and responds to record requests from the public and processes applications for street banners and scheduling. Works on the website and posts agendas, packets, and updates the calendar. Provides customer service, answers the telephone, files correspondence and other materials, provides mail delivery/pickup and distribution to departments, and delivers bank deposits. Such work will be performed approximately 40

hours per week. Contractor's point of contact is the City Administrator or Finance Director or their designees.

2. **AMOUNT AND METHOD OF PAYMENT:** The City agrees to pay Contractor for services rendered under this Agreement at \$40.00 per hour.

(a) Contractor shall maintain time and expense records and make them available to the City bi-weekly and provide bi-weekly invoices in a format acceptable to the City for work performed to the date of the invoice.

(b) All invoices shall be paid by the City within fifteen (15) days of receipt of proper invoice, unless no funds are available, then as soon as funds become available. Uncontested invoices paid after fifteen days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.

4. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

5. **LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

6. **FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

7. **WORKER'S COMPENSATION:** While performing duties within the scope of the professional services, as set forth herein, Contractor shall be covered under the City's workers compensation liability policy.

8. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

9. **CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

10. **TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in **Section 25** and shall remain in effect up to twelve (12) months unless terminated by either party as specified in **Section 16**, or extended by mutual consent of both parties.

11. **ENTIRE AGREEMENT:** This Agreement, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

12. **GENERAL ADMINISTRATION AND MANAGEMENT:** The City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

13. **CHANGES:** The City reserves the right to makes changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

14. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

15. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Contractor shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of the City.

16. **TERMINATION OF AGREEMENT:**

(a) **TERMINATION BY THE CITY:** The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

(b) **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Contractor upon fifteen (15) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

17. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: Suzanne Frick
City Administrator
City of Ketchum, PO Box 2315
Ketchum, ID 83340

To CONTRACTOR: Robin Crotty
861 Deerfield Drive
Hailey, ID, 83333

18. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

19. **STANDARD OF SERVICE:** Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

20. **INDEMNIFICATION:** The City agrees to indemnify, defend, and hold harmless Contractor from any and all claims, costs, liability, judgment, complaint, judicial review petition or cause of action filed against the Contractor related to a claim based upon acts or omissions of Contractor performed within the scope of her duties under this agreement, no matter what the basis of the claim, complaints or liability may be, including negligence but excluding the intentional and willful misconduct of Contractor. The City retains the right to determine legal counsel to represent Contractor in any such claim, cost, liability, judgment, complaints, judicial review petition or cause of action filed against the Contractor in her individual capacity, subject to the approval of the Contractor, which approval shall not be unreasonably withheld.

21. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

23. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable Attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **EFFECTIVE DATE:** The effective date of this Agreement shall be the day this Agreement is signed by the City.

26. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

27. **CONFLICT OF INTEREST:** Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractors current or former employers, clients, contractors or the like of or regarding any work, information, data, that may relate to any of the subject matter of the scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion determine that this Agreement will terminate, or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

IN WITNESS WHEREOF, THE CITY and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM

CONTRACTOR

By: _____
Nina Jonas, Mayor

By: _____
Robin Crotty

DATE: _____

DATE: _____

ATTEST:

By: _____
Sandy Cady
City Treasurer/Clerk

DATE: _____



City of Ketchum
Planning & Building

September 8, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Third Reading Ordinance No. 1140

Introduction/History

On August 3, 2015, the Mayor and City Council conducted a public hearing on Ordinance 1140, amending Ketchum Municipal Code, Title 15, Chapter 15.04, Building Codes, and 15.20, Green Building Codes. After receiving public comment and discussing the issues raised with staff, the Council directed staff to reduce the solar racking system snow load requirement from 100 pounds per square foot to 90 pounds per square foot to allow for more off the shelf racking options while still providing sufficient structural strength. The Council then unanimously approved and conducted the first reading of the ordinance, with Councilman Jim Slanetz absent. On August 17, 2015, the Mayor and City Council unanimously approved and conducted the second reading of the ordinance, with all members present.

All notice requirements as dictated in Idaho Statute 39-4116 for amending a building ordinance have been satisfied.

Current Report

In order to satisfy §50-902 of Idaho Statute, the City Council must read an ordinance three times, followed by publication of the ordinance in the newspaper. The third reading of Ordinance 1140 will satisfy the third step in this requirement and will be followed by subsequent publication of the ordinance in the newspaper.

Recommendation

Staff respectfully recommends that the mayor and City Council conduct the third reading of Ordinance 1140.

Motion

I move to approve Ordinance No. 1140 and conduct the third reading.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Bundy".

Rebecca Bundy
Senior Planner / Building and Development Manager

Attachments

Attachment A: Ordinance Number 1140

ORDINANCE NO. 1140

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE; AMENDING THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE; AMENDING CHAPTER 15.20 OF THE KETCHUM MUNICIPAL CODE, GREEN BUILDING CODE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A CODIFICATION CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum has adopted the International series of codes, including the International Building, Residential, Energy Conservation, Existing Building, Property Maintenance and Fire Codes;

WHEREAS, the City has adopted the 2012 version of the International Building Code as determined by the Idaho Building Code Board and the City desires to amend such Code;

WHEREAS, pursuant to Idaho Code 39-4116, the City is empowered to amend the 2012 International series of codes to reflect local concerns;

WHEREAS, the City has determined that good cause exists to amend the 2012 International Building (IBC), the 2012 International Residential Code (IRC) and Chapter 15.20, Ketchum Municipal Code, and such amendments are reasonably necessary;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Ketchum, Idaho that the following amendments are made to the International Building Code, the International Residential Code, and Chapter 15.20 of the Ketchum Municipal Code as shown by underlining and strike through.

Section 1. Section 105.5 of the International Building Code is deleted and replaced by the following:

105.5 Expiration.

1. Expiration of Building Permits. Except as otherwise provided herein, a building permit issued by the building official under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within three hundred sixty five (365) days after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.
2. Extension of Building Permit. A building permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the Planning and Building Department. A building permit issued by the building official under the provisions of this code may be granted a maximum of four (4) extensions.
3. Maximum Project Duration. Under no circumstances may any project exceed 1085 days, or three (3) years, of construction activity from the date the building permit was issued.

After 1085 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees.

Section 2. Appendix N of the International Building Code is added as follows:

Appendix N

Commercial Solar System Installation

Section AN 101 Scope

This appendix shall apply to the installation of all new solar systems, photovoltaic (PV) and solar thermal, on nonresidential and mixed-use structures in the City of Ketchum.

Section AN 102 Requirements.

AN 102.1 General

The following requirements shall apply to all new solar system installations on nonresidential and mixed-use structures:

1. In addition to obtaining a solar installation permit from the City of Ketchum, all required plumbing, mechanical and electrical permits shall be obtained prior to installation of any solar system.
2. All system components shall be installed per the manufacturer's installation instructions and specifications.
3. Where it is determined by the fire code official that the roof configuration is similar to that of a one- or two-family dwelling, the residential access and ventilation requirements of the International Residential Code, Appendix R, as amended, shall be permitted to be used.

AN 102.2 Prescriptive Path

AR 102.2.1 Roof Mounted PV Systems Prescriptive Path

1. Roof structure shall have been built after adoption of Ketchum's first building code, Uniform Building Code, 1964 edition, adopted June 7, 1965.
2. Roofing type shall be lightweight (composition shingle, lightweight masonry, metal, wood shingle).
3. Roof shall have a single roof covering.
4. Roof penetrations shall be flashed or caulked to prevent water penetration of the roofing.
5. Mounting structure shall be an engineered product designed to mount panels with no more than an 18" gap beneath the module frames.
6. Distributed weight of the system shall be less than 6 pounds per square foot and less than 48 pounds per attachment.
7. The racking system shall be certified by the manufacturer to meet a wind load of 90 mph and a snow load of 100 psf.
8. Commercial systems shall meet the requirements of the International Fire Code, Section 605.11 Solar photovoltaic power systems, as applicable, including the following:
 - a. Access to systems for occupancies other than one- and two-family dwellings shall be provided in accordance with [Sections 605.11.3.3.1](#)

through 605.11.3.3.3.

Exception: Where it is determined by the fire code official that the roof configuration is similar to that of a one- or two-family dwelling, the residential access and ventilation requirements in Sections 605.11.3.2.1 through 605.11.3.2.4 shall be permitted to be used.

- b. Access. There shall be a minimum 6-foot-wide (1829 mm) clear perimeter around the edges of the roof.

Exception: Where either axis of the building is 250 feet (76 200 mm) or less, there shall be a minimum 4-foot-wide (1290 mm) clear perimeter around the edges of the roof.

- c. Pathways. The solar installation shall be designed to provide designated pathways. The pathways shall meet the following requirements:

- 1) The pathway shall be over areas capable of supporting the live load of fire fighters accessing the roof.
- 2) The centerline axis pathways shall be provided in both axes of the roof. Centerline axis pathways shall run where the roof structure is capable of supporting the live load of fire fighters accessing the roof.
- 3) Shall be a straight line not less than 4 feet (1290 mm) clear to skylights or ventilation hatches.
- 4) Shall be a straight line not less than 4 feet (1290 mm) clear to roof standpipes.
- 5) Shall provide not less than 4 feet (1290 mm) clear around roof access hatch with at least one not less than 4 feet (1290 mm) clear pathway to parapet or roof edge.

- d. Smoke ventilation. The solar installation shall be designed to meet the following requirements:

- 1) Arrays shall be no greater than 150 feet (45 720 mm) by 150 feet (45 720 mm) in distance in either axis in order to create opportunities for fire department smoke ventilation operations.
- 2) Smoke ventilation options between array sections shall be one of the following:
 - a. A pathway 8 feet (2438 mm) or greater in width.
 - b. A 4-foot (1290 mm) or greater in width pathway and bordering roof skylights or smoke and heat vents.
 - c. A 4-foot (1290 mm) or greater in width pathway and bordering 4-foot by 8-foot (1290 mm by 2438 mm) "venting cutouts" every 20 feet (6096 mm) on alternating sides of the pathway.

AR 102.2.2 Roof Mounted Solar Thermal Systems Prescriptive Path

1. In addition to the requirements above in Section AN 102.2.1, the following requirement shall apply for solar thermal system installations:

The solar storage tank shall be placed on a slab on grade, or documentation

shall be provided that the floor system can support the load imposed by the tank.

AR 102.2.3 Ground Mounted Solar Systems Prescriptive Path

1. All system components shall be installed per the manufacturer's installation instructions and specifications.
2. For solar thermal systems, the solar storage tank shall be placed on a slab on grade, or documentation shall be provided that the floor system can support the load imposed by the tank.

AR 102.3 Performance Path

Solar systems that do not meet all of the requirements for the prescriptive path above shall be designed by a registered design professional. In addition, all requirements of the International Fire Code, Section 605.11 Solar photovoltaic power systems, as applicable, shall apply.

Section 3. Amendments to the International Residential Code: Section 105.2 Work exempt from permit, are made as follows:

R105.2 Work exempt from permit.

Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed ~~200~~120 square feet (~~18.58~~11.15 m²).

Section 105.5 is deleted and replaced by the following:

105.5 Expiration.

4. Expiration of Building Permits. Except as otherwise provided herein, a building permit issued by the building official under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within three hundred sixty five (365) days after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.
5. Extension of Building Permit. A building permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the Planning and Building Department. A building permit issued by the building official under the provisions of this code may be granted a maximum of four (4) extensions.
6. Maximum Project Duration. Under no circumstances may any project exceed 1085 days, or three (3) years, of construction activity from the date the building permit was issued. After 1085 days, or three (3) years, a building permit shall be considered null and void and

the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees.

Section 4. Appendix R of the International Residential Code is added as follows:

Appendix R

Residential Solar System Installation

Section AR 101 Scope

This appendix shall apply to the installation of all new solar systems, photovoltaic (PV) and solar thermal, on residential structures in the City of Ketchum.

Section AR 102 Requirements.

AR 102.1 General

The following requirements shall apply to all new solar system installations on residential structures:

4. In addition to obtaining a solar installation permit from the City of Ketchum, all required plumbing, mechanical and electrical permits shall be obtained prior to installation of any solar system.
5. All system components shall be installed per the manufacturer's installation instructions and specifications.

AR 102.2 Prescriptive Path

AR 102.2.1 Roof Mounted PV Systems Prescriptive Path

1. Roof structure shall have been built after adoption of Ketchum's first building code, Uniform Building Code, 1964 edition, adopted June 7, 1965.
2. Roofing type shall be lightweight (composition shingle, lightweight masonry, metal, wood shingle).
3. Roof shall have a single roof covering.
4. Roof penetrations shall be flashed or caulked to prevent water penetration of the roofing.
5. Mounting structure shall be an engineered product designed to mount panels with no more than an 18" gap beneath the module frames.
6. Distributed weight of the system shall be less than 6 pounds per square foot and less than 48 pounds per attachment.
7. The racking system shall be certified by the manufacturer to meet a wind load of 90 mph and a snow load of 100 psf.
- 8.
9. Residential systems shall meet the requirements of the International Fire Code, Section 605.11 Solar photovoltaic power systems, as applicable, including the following:
 - a. Hipped Roofs: System shall be located in a manner that provides a 3 foot wide clear access pathway from the eave to the ridge on each roof slope where panels/modules are located. The access pathway shall be located at a structurally strong location on the building capable of supporting the live load of fire fighters on the roof.

- b. Single ridge: Panels/modules installed on residential buildings with a single ridge shall be located in a manner that provides two, 3-foot-wide (914 mm) access pathways from the eave to the ridge on each roof slope where panels/modules are located.
- c. Hips and valleys: Panels/modules installed on residential buildings with roof hips and valleys shall be located no closer than 18 inches (457 mm) to a hip or a valley where panels/modules are to be placed on both sides of a hip or valley. Where panels are to be located on only one side of a hip or valley that is of equal length, the panels shall be permitted to be placed directly adjacent to the hip or valley.
- d. Exception: The requirements in Sections a – c above shall not apply to roofs with slopes of two units vertical in 12 units horizontal (2:12) or less.
- e. Ridge: Panels/modules installed on residential buildings shall be located no higher than 3 feet (914 mm) below the ridge in order to allow for fire department smoke ventilation operations.

AR 102.2.2 Roof Mounted Solar Thermal Systems Prescriptive Path

- 2. In addition to the requirements above in Section AR 102.2.1, the following requirement shall apply for solar thermal system installations:

The solar storage tank shall be placed on a slab on grade, or documentation shall be provided that the floor system can support the load imposed by the tank.

AR 102.2.3 Ground Mounted Solar Systems Prescriptive Path

- 3. All system components shall be installed per the manufacturer’s installation instructions and specifications.
- 4. For solar thermal systems, the solar storage tank shall be placed on a slab on grade, or documentation shall be provided that the floor system can support the load imposed by the tank.

AR 102.3 Performance Path

Solar systems that do not meet all of the requirements for the prescriptive path above shall be designed by a registered design professional. In addition, all requirements of the International Fire Code, Section 605.11 Solar photovoltaic power systems, as applicable, shall apply.

Section 5. The Ketchum Municipal Code, Chapter 15.20 Green Building Code is amended to read as follows:

15.20.010 APPLICABILITY

This chapter supplements the other International Code Council codes adopted by the city and is not intended to be used as independent construction regulations or to abridge or supersede safety, health or environmental requirements under other applicable codes or ordinances. The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal laws or codes. The provisions of this chapter shall apply to all residential construction and the residential

portions of mixed-use projects.

Delete Sections 15.20.020 and 15.20.030 and replace with the following:

15.20.020 NEW RESIDENTIAL CONSTRUCTION

The following certification programs shall satisfy the requirements of this code. Third party verification is required. Additional programs may be approved by the City on a case by case basis if they meet or exceed the requirements of the programs below:

1. Leadership in Energy and Environmental Design (LEED) Silver certification, verified by a LEED verifierGreen Rater; or
2. (National Green Building Standard) NGBS Silver certification, verified by a National Association of Home Builders (NAHB) verifier.

15.20.030 RESIDENTIAL ADDITIONS

Additions shall meet the requirements of Section 15.20.020 or the following green building practices shall be implemented:

A. Site Preservation

1. Limits of disturbance shall be shown on plans and fenced on site.
2. All trees to be preserved shall have fencing to protect the root structure.
3. All run-off shall be contained on site. Sediment and erosion control measures shall be shown on plans and implemented.

B. Resource Conservation

1. Construction Waste Recycling – Separate recycling containers shall be provided for cardboard, metal, plastic and clean wood waste.
2. A built-in recycling collection space shall be provided in each new or enlarged kitchen, and an aggregation/pick up recycling space shall be provided in a garage, covered outdoor space or other area.
3. A minimum of two (2) resource-efficient building products shall be shown on plans and installed:
 - a. Engineered lumber or steel
 - b. Recycled building products (minimum 50% recycled content)
 - c. Indigenous building products (produced within 500 miles)
 - d. Certified wood-based products (FSC or SFI)

C. Water Conservation

1. Indoor
 - a. All plumbing fixtures shall be WaterSense rated or equivalent.
 - b. Water recirculating systems shall be limited to on-demand type systems.
2. Outdoor
 - a. Landscaping irrigation shall meet EPA WaterSense program requirements and shall be installed by a WaterSense certified contractor.
 - b. Turf grass shall be of a drought-tolerant species (Rhizomatous Tall Fescue or equivalent) or limited to 25% of the total landscaped portion of the site.
 - c. 75% of new trees and shrubs shall be native or listed on the University of Idaho's list of Drought-Tolerant Shrubs and Trees.

D. Energy Conservation

1. Meet the requirements of the 2012 International Energy Conservation Code.

2. All appliances, with exception of range, ovens, cooktop and microwave, shall be Energy Star rated.
 3. Hot water heaters shall be Energy Star rated or meet the 2015 National Appliance Energy Conservation Act (NAECA) requirements.
 4. Air conditioning and heating appliances shall be Energy Star rated or minimum 95% efficient.
- E. Indoor Air Quality
All paints primers, stains and adhesives, or flooring shall be low VOC certified per the California Air Resources Board consumer products regulations.

15.20.040 REMODELS

1. Construction Waste Recycling – Separate recycling containers shall be provided for cardboard, metal and clean wood waste.
2. If the following items are replaced, they shall meet the requirements above for additions:
 - a. Light fixtures
 - b. Appliances
 - c. Heating and cooling appliances
 - d. Plumbing fixtures
 - e. Irrigation

Renumber the Exterior Energy Conservation section and modify as follows:

~~Chapter 11:~~ 15.20.050 EXTERIOR ENERGY CONSERVATION (EEC)

A. Prescriptive Path:

1. Pool/Spa Requirements:
 - a. Automated cover required for pools;
 - b. Minimum 92% efficiency pool heater or energy star heat pump;
 - c. Variable speed pumps or equivalent;
 - d. Insulate all pipes to R-10;
 - e. Insulate below grade walls where feasible;
 - f. Spa cover - minimum R-18, tested at 25° degrees F;
 - g. Indoor pools - building is required to meet ~~2009~~ 2012 IECC.
2. Snowmelt Requirements:
 - a. Insulate below and perimeter with minimum R-10 structural insulation;
 - b. Minimum 92% efficiency boiler or energy star heat pump;
 - c. Automated controls capable of shutting off the system when the pavement temperature is above 50° F and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40° F;
 - d. Positive drainage off driveway (use geofabric under pavers);

B. Performance Path:

Provide engineered, stamped drawings by an engineer licensed in the state of Idaho, showing that the system will perform using 25% less energy than a standard, current energy code-compliant design.

Renumber the following sections, with no modification to the content:

~~15.20.040~~15.20.060 **CRIMINAL VIOLATION; PENALTY, CIVIL ENFORCEMENT**
~~15.20.050~~15.20.070 **APPEALS**

Section 6. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 7. CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

Section 8. REPEALER CLAUSE. All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed,

Section 9. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A," shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 10. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon the date of its publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this ____ day of August, 2015.

CITY OF KETCHUM, IDAHO

Nina Jonas
Mayor

ATTEST:

Sandra Cady
City Clerk

EXHIBIT A

**PUBLICATION OF SUMMARY OF ORDINANCE NO. _____
CITY OF KETCHUM, IDAHO**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE; AMENDING THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE; AMENDING CHAPTER 15.20 OF THE KETCHUM MUNICIPAL CODE IN REGARD TO THE GREEN BUILDING CODE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A CODIFICATION CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. _____ of the City of Ketchum, Blaine County, Idaho, adopted on August ____, 2015, is as follows:

- SECTION 1.** Repeals and replaces Section 105.5, Expiration of Building Permits, of the International Building Code.
- SECTION 2.** Adds Appendix N, Commercial Solar System Installation, to the International Building Code.
- SECTION 3.** Amends Section 105.2, Work Exempt from Permit, and repeals and replaces Section 105.5, Expiration of Building Permits, of the International Residential Code.
- SECTION 4.** Adds Appendix R, Residential Solar System Installation, to the International Residential Code.
- SECTION 5.** Amends Chapter 15.20, Green Building Code, of the Ketchum Municipal Code.
- SECTION 6.** Provides a Savings and Severability Clause.
- SECTION 7.** Provides a Codification Clause.
- SECTION 8.** Provides for a Repealer Clause.
- SECTION 9.** Provides for publication of this Ordinance by Summary.
- SECTION 10.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

CITY OF KETCHUM, IDAHO

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

STATEMENT OF LEGAL ADVISOR

I, the undersigned attorney at law, duly licensed in the State of Idaho and serving as City Attorney to the City of Ketchum, Idaho, hereby certify that I have read the attached Summary of Ordinance No. _____ of the City of Ketchum and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this ____ day of August, 2015.

Ketchum City Attorney

Publish: Idaho Mountain Express

Date: _____



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 8, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to Adopt Resolution No. 15-019
To set a Public Hearing and Publish Notice
To Amend the 2014-15 Fiscal Year Budget**

Introduction/History

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

On August 26, 2014 the Council adopted Ordinance No. 1119 entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2014, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue. A city whose property tax certification is made for the current fiscal year may amend its budget and annual appropriation ordinance, pursuant to the notice and hearing requirements of Idaho Code 50-1002.

Current Report

Resolution No. 15-019 is a resolution of the City Council providing for publication of Notice of Public Hearing in the Idaho Mountain Express on September 9 and September 16 and for Public Hearing to be held at 5:30 p.m. on September 21, 2015, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Requirement/Impact

If approved by the Council on August 24, 2015, the budget amendment would appropriate additional monies in the sum of \$310,225. Notice of Public Hearing showing Proposed Revenues and Proposed Expenditures has been included in the packet with Resolution No. 15-019.

Below are the funds and explanation for the budget amendment of \$310,225:

Wagon Days Fund – Use donation money for ore wagon repair bill.

Fire and Ambulance Funds – Firefighters salary for fighting fires at the River Complex Fire in Northern California, Clearwater Complex Fire in Northern Idaho and the 25% City Share of the Beaver Creek Fire out of the Fire Trust Fund. (City will be reimbursed for the River Complex Fire and the Clearwater Complex Fire, but not until next FY.)

Water Fund – Refunding of the 2006A Water Bonds.

Wastewater Fund – Refunding of the 2004 and 2006A Wastewater Bonds.

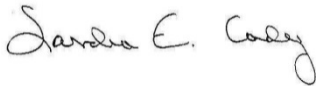
Recommendation

I respectfully recommend that the Ketchum City Council adopt Resolution No. 15-019.

Recommended Motion

"I move to approve Resolution No. 15-019, Providing for Publication of Notice of Public Hearing and for Public Hearing for an amendment to the 2014-15 Fiscal Year Budget".

Sincerely,



Sandra E. Cady, CMC
City Treasurer/Clerk

RESOLUTION NO. 15-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING FOR AN AMENDMENT TO THE 2014-15 FISCAL YEAR BUDGET.

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

SECTION 1. That public hearing thereon shall be held at 5:30 p.m., on September 21, 2015, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the fiscal year 2014-15 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho, on September 9 and September 16, 2015.

PASSED BY THE CITY COUNCIL this 8th day of September 2015..

SIGNED BY THE MAYOR this 8th day of September 2015.

Nina Jonas,
Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho will hold a Public Hearing for consideration of an amendment to the 2014-15 fiscal year budget by appropriating additional monies received by the City of Ketchum, Idaho, said hearing to be held at Ketchum City Hall, 480 East Avenue North at 5:30 p.m. on September 21, 2015

| | ACTUAL | Adopted Budget | Increase over |
|------------------------|-----------------------------------|-----------------------|-----------------------|
| | FY 13-14 | FY 14-15 | Original |
| | | | Appropriation |
| <u>REVENUES</u> | | | |
| WAGON DAYS FUND | | | |
| Donations-Private | 7,500 | 0 | 7,500 |
| Fund Balance | 6,966 | 20,000 | 4,725 |
| FIRE FUND | | | |
| Fund Balance | 6,483 | 186,563 | 26,700 |
| AMBULANCE FUND | | | |
| Fund Balance | 0 | 136,208 | 32,300 |
| WATER FUND | | | |
| Fund Balance | 0 | 0 | 169,000 |
| WASTEWATER FUND | | | |
| Fund Balance | 211,721 | 46,126 | 70,000 |
| | <u>TOTAL APPROPRIATION</u> | | <u>310,225</u> |

| | ACTUAL | Adopted Budget | Increase over |
|----------------------------------|-----------------------------------|-----------------------|-----------------------|
| | FY 13-14 | FY 14-15 | Original |
| | | | Appropriation |
| <u>EXPENDITURES</u> | | | |
| WAGON DAYS | | | |
| Repair/Maint-Ore Wagons | 5,400 | 5,400 | 12,225 |
| FIRE FUND | | | |
| Salaries | 331,457 | 350,293 | 18,700 |
| On-Call Wages | 58,255 | 65,000 | 8,000 |
| AMBULANCE FUND | | | |
| Salaries | 521,105 | 555,683 | 24,300 |
| On-Call Wages | 58,254 | 65,000 | 8,000 |
| WATER FUND | | | |
| Water Bonds 2006A-Refunding | 14,998 | 15,000 | 169,000 |
| WASTEWATER FUND | | | |
| Wastewater 2004 Bonds-Refunding | 90,000 | 95,000 | 40,000 |
| Wastewater 2006A Bonds-Refunding | 80,000 | 85,000 | 30,000 |
| | <u>TOTAL APPROPRIATION</u> | | <u>310,225</u> |

At said hearing any interested person may appear and show cause, if any he has, why such proposed appropriation ordinance amendment should or should not be adopted.

DATED this 8th day of September 2015

Sandra E. Cady, CMC
City Treasurer/Clerk

Publish: Idaho Mountain Express
September 9, 2015
September 16, 2015



City of Ketchum
City Hall

September 3, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to hold the Public Hearing and to Adopt Ordinance No. 1141
Amending the FY14-15 Annual Appropriation Ordinance
By Appropriating Additional Monies and Specifying Authorized Activities**

Introduction/History

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

On August 26, 2014 the Council adopted Ordinance No. 1119 entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2014, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue. A city whose property tax certification is made for the current fiscal year may amend its budget and annual appropriation ordinance, pursuant to the notice and hearing requirements of Idaho Code 50-1002.

Current Report

Ordinance Number 1141 is an ordinance, amending Ordinance Number 1119, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2014 and ending September 30, 2015. Ordinance Number 1141 outlines the Proposed Revenues and Proposed Expenditures in the amount of \$310,225.

Financial Requirement/Impact

If adopted by the Council on September 21, 2015, the budget amendment would appropriate additional monies in the sum of \$310,225.

Below is the fund and explanation for the budget amendment of \$310,225.

Wagon Days Fund – Use donation money for ore wagon repair bill.

Fire and Ambulance Funds – Firefighters salary for fighting fires at the River Complex Fire in Northern California, Clearwater Complex Fire in Northern Idaho and the 25% City Share of the Beaver Creek Fire out of the Fire Trust Fund. (City will be reimbursed for the River Complex Fire and the Clearwater Complex Fire, but not until next FY.)

Water Fund – Refunding of the 2006A Water Bonds.

Wastewater Fund – Refunding of the 2004 and 2006A Wastewater Bonds.

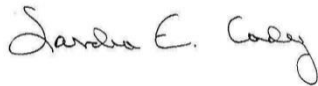
Recommendation

I respectfully recommend that the Ketchum City Council conduct the first reading of the Ordinance No. 1141.

Recommended Motion

"I move to approve the first reading of Ordinance No. 1141, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1119, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO, IN THE SUM OF \$310,225; AND, PROVIDING AN EFFECTIVE DATE."

Sincerely,



Sandra E. Cady, CMC
City Treasurer/Clerk

ORDINANCE NO. 1141

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1119, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance Number 1119, the Annual Appropriation Ordinance for the City of Ketchum, Idaho, for the fiscal year commencing October 1, 2014, and ending September 30, 2015, be and the same is hereby amended as follows:

That the additional sum be appropriated out of the revenues received from:

WAGON DAYS FUND

| | |
|-------------------|-------|
| Donations-Private | 7,500 |
| Fund Balance | 4,725 |

FIRE FUND

| | |
|--------------|--------|
| Fund Balance | 26,700 |
|--------------|--------|

AMBULANCE FUND

| | |
|--------------|--------|
| Fund Balance | 32,300 |
|--------------|--------|

WATER FUND

| | |
|--------------|---------|
| Fund Balance | 169,000 |
|--------------|---------|

WASTEWATER FUND

| | |
|--------------|--------|
| Fund Balance | 70,000 |
|--------------|--------|

| | |
|-----------------------------------|-----------------------|
| <u>TOTAL APPROPRIATION</u> | <u>310,225</u> |
|-----------------------------------|-----------------------|

To be used for the following authorized activities:

WAGON DAYS FUND

| | |
|-------------------------|--------|
| Repair/Maint-Ore Wagons | 12,225 |
|-------------------------|--------|

FIRE FUND

| | |
|---------------|--------|
| Salaries | 18,700 |
| On-Call Wages | 8,000 |

AMBULANCE FUND

| | |
|---------------|--------|
| Salaries | 24,300 |
| On-Call Wages | 8,000 |

WATER FUND

Water Bonds 2006A-Refunding 169,000

WASTEWATER FUND

Wastewater 2004 Bonds-Refunding 40,000

Wastewater 2006A Bonds-Refunding 30,000

TOTAL APPROPRIATION **310,225**

SECTION 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 21st day of September 2015.

NINA JONAS
Mayor

ATTEST:

SANDRA E. CADY, CMC
City Clerk

Publish: Idaho Mountain Express
September 30, 2015



City of Ketchum
City Hall

September 8, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation Authorizing the Mayor To Sign A Letter of Support To Strengthen the Ozone Standard Within the National Ambient Air Quality Standards

Introduction/History

The Sierra Club of Idaho has asked Mayor Jonas to join in with other Mayors throughout the nation in signing a letter in support of strengthening the national ozone standard contained in the National Ambient Air Quality Standards. This report provides the information related to the request and asks the City Council to authorize the Mayor's signature.

Current Report

The information related to the request is attached to this report. In summary, the EPA is in the process of updating the national standard for acceptable ozone levels. Many argue the current standard is insufficient in protecting vulnerable populations and therefore should be strengthened.

The national branch of the Sierra Club has asked their regional organizations to gather signatures of support for the strengthening from Mayors throughout the country. Mayor Jonas has been asked to provide her signature of support.

Financial Requirement/Impact

There is no financial impact to this action.

Recommendation

It is recommended the Council authorize the Mayor to sign on to the letter of support on behalf of the City of Ketchum.

Recommended Motion

I move to authorize the Mayor to sign on to the Sierra Club letter of support for strengthening the national ozone standard.

Sincerely,

Suzanne Frick
City Administrator



JOIN MAYOR BECKER OF SALT LAKE CITY AND MAYOR HEARTWELL OF GRAND RAPIDS AND SIGN THE LETTER TO PRESIDENT OBAMA IN SUPPORT OF EPA'S PROPOSAL TO STRENGTHEN SMOG PROTECTIONS

Dear Mayor:

We are reaching out to ask that you join Mayor Ralph Becker and Mayor George Heartwell in signing a letter to President Obama in support of the Administration's proposed strengthening of the smog standard – or ozone National Ambient Air Quality Standards (NAAQS).

On November 25, 2014, the EPA announced their proposal to update our country's outdated smog standard. The existing, George W. Bush-era standard of 75 parts per billion (ppb) has been widely recognized by doctors, scientists and expert medical groups as insufficient to protect public health, particularly for vulnerable populations like children, seniors, people with breathing ailments, low-income families and communities of color. Annually, a strong smog standard could prevent up to 7,900 premature deaths, 1.8 million asthma attacks and 1.9 million days of missed school, all while saving taxpayers billions in healthcare costs and helping drive our transition to a clean energy economy.

A final decision on the smog standard is expected in October of 2015 but, unfortunately, these Clean Air Act safeguards are under attack. We urge you to join Mayor Becker and Mayor Heartwell in signing this letter to the President to help demonstrate the broad, national support that we know exists for clean air protections.

To sign on, please have your staff contact Terry McGuire at 202-495-3045 or terry.mcguire@sierraclub.org

Thank you for your consideration.

Sincerely,

The Sierra Club

Text of the letter to President Obama

[DATE], 2015

President Barack Obama
1600 Pennsylvania Ave. NW
Washington, DC 20500

Dear President Obama,

As local elected officials representing big cities and small towns, we want to express our strong support for the Environmental Protection Agency's (EPA) work to update the ozone (or smog) standard. The current, George W. Bush-era standard of 75 parts per billion (ppb) has been widely acknowledged by the medical community as insufficient to protect public health. As mayors, we are on the front lines of protecting the safety and well-being of our constituents and this long-overdue update will reap tremendous benefits for our communities. To best guard our families and constituents from this dangerous pollutant, we urge EPA to stay true to the science and in setting the standard follow the guidance of expert medical organizations like the American Lung Association, the American Heart Association, the American Thoracic Society, and the American Academy of Pediatrics.

Smog pollution, much of it coming from power plant emissions and vehicle exhaust, represents a particularly widespread threat to families nationwide. According to the American Lung Association's 2014 State of the Air report, approximately 45% of the population – or 140.5 million people – live in counties that received a grade of "F" for their air pollution. This is especially problematic for sensitive populations such as children, the elderly, those with breathing ailments, outdoor workers, low-income families and communities of color. The Clean Air Act is clear in requiring EPA to set a standard not just protective of healthy individuals, but also protective of these vulnerable populations.

Nearly 26 million Americans, including 7 million children, suffer from asthma. According to the Centers for Disease Control and Prevention, minority children living in poor socio-economic conditions are at a greater risk. For instance, 16% of African American children had asthma in 2010, compared to 8.2% of White children. Low income families are more likely to live close to sources of pollution and roadways, have lower access to medical information and health insurance, and die from asthma-related complications.

EPA's own analysis shows that the strongest option under consideration would save taxpayers as much as \$75.9 billion annually when fully implemented through lower health care costs. Each year, this would translate into as many as 7,900 lives saved and 1.8 million asthma attacks and 1.9 million missed school days avoided.

Clean, healthy air and water are fundamental American rights and we are eager to work with your Administration to secure and implement the strongest possible protections from smog pollution.

Respectfully,