



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

May 6, 2019, 4:00 p.m.

480 East Avenue, North, Ketchum, Idaho

AGENDA

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL

COMMUNICATIONS FROM MAYOR AND COUNCILORS

1. Proclamation declaring May as Mental Health Awareness Month
2. Proclamation declaring May 13-19, 2019 National Public Gardens Week
3. Proclamation declaring May 18, 2019 as Kids to Parks Day
4. Proclamation declaring May 10, 2019 as Ketchum Arbor Day
5. Recognition of Ketchum Urban Renewal Agency Commissioner Gary Lipton

COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

6. Recommendation to approve Resolution 19-004 appointing Liz Keegan to the Blaine County Housing Authority— Mayor Neil Bradshaw
7. Recommendation to approve Resolution 19-011 appointing Kristen Spachman to the Ketchum Urban Renewal Agency—Mayor Neil Bradshaw
8. Approval of Minutes: Regular Meeting of April 15, 2019
9. Authorization and approval of the payroll register
10. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$604,927.70 as presented by the Treasurer.
11. Recommendation to approve alcohol license for That's Entertainment and Paddles Up Poke' - Director of Finance & Internal Services Grant Gager
12. Recommendation to approve Resolution 19-009 to dispose of surplus property – Director of Finance & Internal Services Grant Gager

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

13. ACTION: Recommendation to adopt Resolution 19-012 outlining City of Ketchum actions to retain the Ketchum Rural District Contract and discussion of options and funding – Mayor Neil Bradshaw
14. ACTION: Rezone of portions of Lots 1A, 3A, and 4A of Block 67, Ketchum townsite, from Tourist to GR-L, Ordinance 1196 - Director of Planning & Building John Gaeddert

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

15. ACTION: Approval of Contract #20337 with Galena Engineering regarding Water Service Connection Fees – Water Superintendent Pat Cooley
16. ACTION: Recommendation to Approve Construction Contract #20334 with Allen Construction Inc, for 2019 Sidewalk Infill Segments – City Administrator Suzanne Frick
17. ACTION: Recommendation to approve Memorandum of Understanding #20336 between the cities of Ketchum, Stanley and Sun Valley, Blaine County and USDA Forest Service, Sawtooth National Forest – Assistant City Administrator Lisa Enourato
18. ACTION: Recommendation to Rescind Shared Parking Agreement with Bigwood Presbyterian Church and enter into Resolution 19-010 to approve Agreement #20341 —Mayor Neil Bradshaw

EXECUTIVE SESSION

19. Discussion pursuant to 74-206 (1) (j)
20. Discussion pursuant to 74-206 (1) (f)

ADJOURNMENT

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

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

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 3:00 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 of Ketchum

Mental Health Awareness Month Proclamation

- Whereas,** mental health is part of overall health that helps to sustain an individual's thought processes, relationships, productivity and ability to adapt to change or face adversity; and
- Whereas,** mental health challenges adversely affect those abilities and often is life-threatening in nature; and
- Whereas,** one in four people experience mental health problems in any given year and such problems can contribute to the onset of mental illness; and
- Whereas,** approximately one-half of chronic mental illness begins by the age of 14, and three-quarters by age 24; and
- Whereas,** early identification and treatment can make a profound difference in the successful management of mental illness; and
- Whereas,** recovery is possible with the help of our local affiliate of National Alliance on Mental Illness (NAMI) support groups for teens, adults, and families to help with early detection as well as learn how to have a stable life in recovery; and
- Whereas,** it is important to maintain good mental health practices and learn the symptoms of mental health challenges with the help of NAMI and community partners; and
- Whereas,** it is important to maintain good mental health practices and learn the symptoms of mental health challenges with the help of NAMI and community partners; and
- Whereas,** we call on the community to support the local affiliate of NAMI and participate in the Biking for Mental Wellness, a StigmaFree Ride on Saturday, May 18th for Mental Health Awareness Month; and
- Whereas,** public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of May 2019 as Mental Health Awareness Month to increase public understanding of the importance of mental health and to promote identification and treatment of mental health challenges.



City of Ketchum

National Public Gardens Week

- Whereas,** the City of Ketchum recognizes the importance of building vibrant, relevant gardens committed to community enrichment and environmental responsibility through community engagement, sustainable practices and conversation; and
- Whereas,** the City of Ketchum acknowledges public gardens' importance and impact as community resources and catalysts for change and resilience; and
- Whereas,** the City of Ketchum recognizes that a public garden is an institution that maintains collections of plants for the purposes of public education and enjoyment, in addition to research, conservation and higher learning; and
- Whereas,** public gardens are staffed by professionals trained in their given areas of expertise and maintain active plant records systems; and
- Whereas,** public gardens are open to the public and the garden's resources and accommodations must be made to all visitors; and
- Whereas,** public gardens are recognized as botanical gardens, arboreta, cemeteries, zoological gardens, sculpture gardens, college and university campuses, historic homes, urban greening organizations, natural areas, and city/county/state/federal parks; and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim May 13 through 17, 2019 as *National Public Gardens Week* in the City of Ketchum.



City of Ketchum

Kids to Parks Day Proclamation

- Whereas,** May 18, 2019 is the ninth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and
- Whereas,** Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's Parks; and
- Whereas,** it is important to introduce a new generation to our nation's parks; and
- Whereas,** we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, mellitus, hypertension and hypercholesterolemia; and
- Whereas,** Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and
- Whereas,** Kids to Parks Day will broaden children's appreciation for nature and outdoors.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim to participate in Kids to Parks Day. All citizens are urged to make time May 18, 2019 to take the children in their lives to a neighborhood, state or national park.



City of Ketchum

Arbor Day Proclamation

- Whereas,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas,** the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas,** Arbor Day is now observed throughout the nation and the world; and
- Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- Whereas,** trees are a renewable resource giving up paper, wood for our homes, fuel for our fires and countless other wood products; and
- Whereas,** trees in our city increase property values, enhance the economic vitality of business areas and beautify our community; and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim May 10, 2019 as *Arbor Day* in the City of Ketchum. All citizens are urged to plant and care for trees to gladden the heart and promote the well-being of this and future generations.



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt Resolution 19-004 to Appoint Liz Keegan to the Blaine County Housing Authority

Recommendation and Summary

Staff is recommending the council adopt Resolution 19-004 and adopt the following motion:

I move to adopt Resolution 19-004.

The reasons for the recommendation are as follows:

- A vacancy currently exists on the Blaine County Housing Authority for the Ketchum representative.
- Liz Keegan is interested in becoming the Ketchum representative on the Blaine County Housing Authority Board.
- The appointment is for a five year term

Financial Impact

There is no financial impact related to this Resolution.

Attachments:

Resolution 19-004

RESOLUTION NUMBER 19-004

**RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPOINTING
LIZ KEEGAN TO THE BLAINE COUNTY HOUSING AUTHORITY FOR A
TERM EXPIRING MAY 6, 2024**

WHEREAS, there is an opening on the Blaine County Housing Authority for the City of Ketchum representative; and

WHEREAS, Liz Keegan has expressed interest in appointment to the Blaine County Housing Authority; and

WHEREAS, Mayor Bradshaw recommends Liz Keegan be confirmed by the City Council to serve on the Blaine County Housing Authority; and

WHEREAS, such term shall expire on May 6, 2024.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Liz Keegan is appointed to the Blaine County Housing Authority for a term expiring May 6, 2024.

This Resolution with be in full force and effect upon its adoption this sixth (6th) day of May 2019.

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt Resolution 19-011 to Appoint Kristen Spachman to the Ketchum Urban Renewal Agency

Recommendation and Summary

Staff is recommending the council adopt Resolution 19-011 and adopt the following motion:

I move to adopt Resolution 19-011.

The reasons for the recommendation are as follows:

- Gary Lipton has resigned from the Ketchum Urban Renewal Agency Board (KURA) and his term extends until January 3, 2021.
- Kristen Spachman is interested in becoming Ketchum Urban Renewal Board members.
- The next KURA Board meeting is May 20, 2019

Financial Impact

There is no financial impact related to this Resolution.

Attachment:
Resolution 19-011

RESOLUTION NUMBER 19-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE APPOINTMENT OF KRISTEN SPACHMAN TO THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Idaho Code § 50-2001 *et seq.*, the “Idaho Urban Renewal Law of 1965”, the City of Ketchum created the Ketchum Urban Renewal Agency (the “Agency”); and

WHEREAS, pursuant to Idaho Code § 50-2006, the City established a Board of Commissioners for the Agency to transact the business and exercise the powers established by Idaho Code § 50-2001 *et seq.*; and

WHEREAS Gary Lipton resigned from the Ketchum Urban Renewal Agency before his term ended on January 3, 2021

WHEREAS the Mayor desires to appoint Kristen Spachman, with the consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency, to fill the position vacated by Gary Lipton

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

That Kristen Spachman is hereby appointed to the Ketchum Urban Renewal Agency, to fill the remaining term for Gary Lipton, which will expire on January 3, 2021.

This Resolution will be in full force and effect upon its adoption this 6th day of May, 2019.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Robin Crotty
City Clerk



City Council

Regular Meeting

~ Minutes ~

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

Robin Crotty
208-726-3841

Monday, April 15, 2019

4:00 PM

Ketchum City Hall

Present: Mayor Neil Bradshaw
Council President Michael David
Councilor Jim Slanetz
Councilor Courtney Hamilton
Councilor Amanda Breen

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance & Internal Services Grant Gager
Director of Planning & Building John Gaeddert
Senior Planner Brittany Skelton
Waste Water Superintendent Mick Mummert

CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 4:00 p.m.

ROLL CALL

COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Amanda Breen attended the Ralph Garrison presentation on tourism and advised that there is a lot of room for growth in Ketchum. Councilor Jim Slanetz also attended the presentation and agrees with Amanda Breen and talked about how we can build our economy. Council President Michael David agrees and talked about targeting shoulder season as well as the winter season

Mayor Neil Bradshaw talked about the positive LOT numbers during the snow season and advised the public to be aware of the floods and to prepare for the worst and hope for the best.

COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

Jim Hungleman talked about protecting our health and government and the dangers involved in 5G and electromagnetic fields and suggested starting a public awareness program. Mayor Neil Bradshaw advised that we will be learning more about the law regarding 5G later today.

Mickey Garcia Ketchum advised that he would like public comment changed from 3 minutes to 5 minutes.

CONSENT AGENDA: Note: (ALL ACTION ITEMS) The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

- 1. Approval of Minutes: Regular Meeting March 18, 2019**
- 2. Authorization and approval of the payroll register**
- 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$773,331.16 presented by the Treasurer.**

4. **Monthly and Quarterly Financial State of the City - Director of Finance and Internal Services Grant Gager**
5. **Approval of Plant Healthcare Contract #20328 with Arborcare - Facilities Maintenance Juerg Stauffacher**
6. **Approval of PO #20332 with Xylem Analytic for Waste Water improvements - Waste Water Superintendent, Mick Mummert**

Councilor Amanda Breen pulled consent item 1. She was not present for the meeting and did not want to vote on the approval of the minutes.

Motion to approve item 2, 3, 4, 5, and 6

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

Motion to approve item 1

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

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

7. **Mid-year Update from Mountain Rides - Mountain Rides**
Executive Director Wally Morgus thanked the Council for their support and reported that ridership is up on all routes and the financial picture is a good one. Wally Morgus publicly thanked his staff for all their efforts and talked about customer satisfaction. He read aloud the positive compliments they have received and advised that the compliments have outweighed the complaints. He gave a preview of the upcoming summer schedule and talked about the routes that are being proposed.

Mayor Neil Bradshaw asked Council for questions or comments. Councilor Jim Slanetz asked about the route from Warm Springs to River Run. Executive Director Wally Morgus advised that was one of the busiest routes this winter. Councilor Amanda Breen was glad to hear the silver route was doing well and raised questions regarding that route for the summer months. Councilor Courtney Hamilton is pleased to see how many people are riding the bus and is proud of Mountain Rides.

8. **Quarterly update by Sun Valley Economic Development**

Sun Valley Economic Development Executive Director Harry Griffith talked about the success of the Denver trade show he attended. He also advised that he is pleased about the property tax exemption and the Culinary Institute is moving forward. Mayor Neil Bradshaw thanked Harry Griffith for his help in getting the property tax exemption thru. Council President Michael David questioned the conversations in Denver. Harry Griffith explained that people's biggest obstacles are housing and how to get here.

9. ACTION: Recommendation to approve the preliminary plat for the West Ketchum Fadeaway Townhomes

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

Director of Planning & Building John Gaeddert talked about the work that will be done prior to plat and advised there will be something done in the alley and they will be working with the neighbors and Street Superintendent Brian Christiansen to make this happen. Councilor Courtney Hamilton asked about the other home there that is not in need for improvements? Councilor Amanda Breen asked what a detached town home was. John Gaeddert explained and talked about how the ordinance evolved.

Motion to approve preliminary plat for the West Ketchum Fadeaway Townhomes.

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

10. ACTION: Recommendation to approve Emergency Ordinance #1195 enacting flood regulations

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

Mayor Neil Bradshaw would like to waive the 2nd & 3rd readings due to the urgency of this Ordinance. He asked for comments and questions. Senior Planner Brittany Skelton explained Ordinance 1195 before them for approval. Councilor Courtney Hamilton asked if this is a temporary ordinance. Brittany Skelton explained the emergency status of approving is for 180 days and advised that emergency ordinances do not have to be noticed. In August this can come back to council to make it permanent.

Motion to approve the First Reading of proposed ordinance 1195 and to waive the second and third readings, finding imminent peril to the public health, safety, or welfare due to anticipated flooding caused by Wood River Valley snowpack being approximately 130% above normal.

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

Council President Michael David read the Title aloud.

11. ACTION: Recommendation to approve the First Reading of Ordinance #1192 modifying the development standards for Light Industrial Zones I, II, III

Mayor Neil Bradshaw opened the meeting for public comment.

Bob Crosby, Sun Valley Board of Realtors asked for Director of Planning & Building John Gaeddert to outline the changes prior to him talking. Mayor Neil Bradshaw agreed.

Director of Planning & Building John Gaeddert talked about what happens in the LI and shared what is allowed and advised that the LI is critical to the City of Ketchum. He explained proposed changes in detail and advised that the Planning & Zoning Commission would like to keep the units small.

Bob Crosby, Sun Valley Board of Realtors talked about the provision of housing and the task force that he has been a part of. He has concerns about Ordinance 1192 stating that it will not help with housing

in the LI. He suggested that we look at density saying this should reduce unit costs. He talked about the parking code advising that this ordinance will require underground parking as written. He proposes one parking space per unit, not bedroom, and proposed 2nd floor LI being discretionary, not required. He talked about selling a portion of the building to subsidize the building. LI 3 was discussed and what should be allowed.

Mayor Neil Bradshaw advised there is a lot for the council to think about. He is interested to hear what the council has to say and would like to give direction to Director of Planning & Building John Gaeddert and his team.

Council President Michael David says this deserves more discussion by council. The 5th floor needs to be looked at, the parking restrictions create too much parking, discretionary 2nd floor is the way to go, the sale items could help with inventory along with LI 3 on the ground floor. What the deed restrictions look like is important. Long term rentals are in greatest demand and maybe deed restrictions, not income restricted.

Councilor Courtney Hamilton advised that there is a fine line in creating more housing and creating construction costs being more prohibitive. She is open to discuss all these things. Penthouses can be discussed but anything that is for sale has potential for conflict. She brought up parking issues and how to manage and enforce in that zone. How to manage noise levels and decibels. Height is not one of her concerns. She has concerns about LI losing and residential winning. She is open to discussion to discussion regarding LI on the 2nd floor. Deed restrictions are an option, but she is concerned about the nitty gritty. She is for ground floor residential in LI3.

Councilor Amanda Breen agrees with Council President Michael David. Her concerns are the same as Bob Crosby's in the fact that staff do all this work and LI just sits there. She agrees we need to look at the 5th floor, she does not agree with one parking space per bedroom, there should be discretion on the 2nd floor and look at ground floor residential in the LI3 and is open to deed restriction options.

Councilor Jim Slanetz likes the height at 48 rather than the higher one. Protecting light industrial is key. Jim Slanetz is for parking per square footage rather than per bedroom. Discretionary LI on 2nd floor, for sale units on top floor – yes, 3 units that are moderately priced. He's not necessarily in favor of a pent house suites. Ground Floor residential on the LI3 with restrictions. More for workforce housing.

Attorney Matt Johnson advised that this needs to be noticed again with the new version. The first reading will be in the next meeting.

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

12. ACTION: Approval of the Sludge Lease Agreement Addendum – Waste Water Superintendent Mick Mummert

Motion to approve the Sludge Lease Agreement Addendum

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

13. Discussion regarding community-led market – Mayor Neil Bradshaw

Mayor Neil Bradshaw advised that we have had various meetings with stakeholders and came up with some criteria that has been broadly accepted. The Farmers Market has chosen to relocate to River Run, however, there are some other individuals who want to look at other market opportunities. Mayor Bradshaw gave examples of other types of markets and talked about others who are looking at starting a market and partnering with the City. He asked Christina Giordani to speak. She talked about a new market with the City of Ketchum and Ketchum to run the market saying it would be a food and beverage market only. It would promote local production of those who produce in the valley. Mayor Neil Bradshaw said it would be a process to set up some criteria. The criteria would then come back to council for review with the idea of doing a test case this year. They would have a test for 6 weeks from July to August. Mayor asked Council if they would like staff to work on this moving forward or not.

Councilor Jim Slanetz would like more public comment on this before moving forward. He's a big supporter of the Farmers Market and it not sure how to move forward. Mayor Neil Bradshaw advised that he is just looking to see if there is interest in a different type of market.

Councilor Amanda Breen said this reminds her of what happened in Boise a few years ago. She said they have coexisted well. The concept of having maybe 2 different focuses on 2 different markets is worth looking at. It could be feasible to have different markets on different days. There was a discussion on what day and the reasons for choosing certain days. Christina Giordani said participants could contribute to both markets. This summer could be a test market. Amanda Breen asked about the term partnership and what that means. Mayor Neil Bradshaw talked about the different criteria that could be leading that conversation. Amanda Breen supports staff looking at this and getting more public comment.

Councilor Courtney Hamilton was disappointed in the new location. She loves the vibrancy it brings to town and loves the concept of local food and showcasing all that they can do. She voiced concern over the city managing this event and the effect it will have on the event staff. She questioned if the City of Boise manages their market. Attorney Matt Johnson is not aware if any cities that run their own farmers market but will look into this.

Council President Michael David agrees with all the points that have been made. If it is complimentary it will be great. He would like to hear from the brick and mortar and other markets that this could affect. Losing the market from downtown hurts and if there is an opportunity to make a cohesive market he is in favor. Councilor Amanda Breen brought up the point that a Saturday would not be as vibrant. Mayor Neil Bradshaw advised that this is not to be a rival market, legal implications need to be looked at and now that he knows there is an interest, we will continue to explore this option.

14. Discussion about Rural Fire District Contract for Services and Presentation on options

Interim Fire Chief Tom Bowman presented, advising that he came on staff March 5th to help develop a plan for services. He presented some options that could be looked at.

First Proposal is Ketchum Fire Department Version 2.0. He talked about restoring trust and confidence in all constituents, residents, contract partners and Ambulance District which helps with funding. KFD operates 3 different divisions. (KRFD, Ambulance District, KFD) He gave examples of what the Ketchum Fire Dept. 2.0 would look like, what could be purchased and how. He talked about developing a capital replacement fund as well as a strategic plan. He presented current staffing levels and new staffing ideas. Tom Bowman advised that Immediate steps would be to find a new station for a fire dept and how to fund it and how City Council and Mayor would have to sell that to the voters. He talked about options of a bond or a mill over ride and about paid on call volunteers and things that could be done for them regarding job duties and training. Tom Bowman went over the results of the McGrath report and what that showed and suggested looking at a new Assistant Chief Position. Lastly, we are looking at the Chief having more control over the department.

Second proposal is to do nothing. By doing this we would probably lose the Ketchum Rural Fire Department contract. That would be \$325,000 a year loss which means we would lose 4 of our full-time fire fighter staff. If we lose KRFD contract, will we also lose the Ambulance Contract? If we lose both we would look like the Hailey Fire Department. One Fire Chief and 15 volunteers. He talked about not allowing this to happen. There is too much at stake to do nothing.

Third Proposal would be unification or consolidation and he talked about state statute.

- a. Joint Powers Agreement Authority – Interim Fire Chief Tom Bowman talked about the JPA's that the city is currently involved in and how they work. He talked about how they could work forward in producing this for KRFD.
- b. Contract for Service – This was presented on March 4th and the City Council rejected it. Tom Bowman talked about changes to the proposed contract that could make this work. It could be called a "Definitive Agreement." He talked about Sun Valley's involvement.
- c. Annexation – He talked about Rural Fire District's location. State code has a way for Ketchum and Sun Valley to be annexed into the KRFD. He talked about the process to make that happen and he touched on why KRFD would want anything to do with us since we are not Ketchum Fire 2.0. He suggested starting out with a contract for service prior to going to annexation.

He advised that it is now up to council to decide on which way to go

Mayor Neil Bradshaw thanked Interim Fire Chief Tom Bowman for outlining the options and advised this will be discussed on Wednesday.

Councilor Amanda Breen asked if more costs and sources of funding will be coming before them at Wednesday's meeting. Interim Fire Chief Tom Bowman advised he would be looking for more principles than cost. How much it's going to cost will always be in the back of our minds.

Councilor Courtney Hamilton said the main thing we need to do is have a little humility as a City to see what we've done wrong and figure out how to fix it. How do we make sure this never happens again? She would like to look in depth into the McGrath report and put together the Fire version of a strategic plan moving forward. Getting everybody on the same page moving forward is key.

Mayor Neil Bradshaw said we know where we are right now, and we have 90 days to respond. We know this comes down to people, process and equipment. Mayor Bradshaw talked about the Union Negotiations stating that city officials and the union are really working together to find a solution where we have a process that is effective. Staffing levels were discussed. On equipment side we need to get new fire trucks and pumpers a long with a fire station. Mayor Bradshaw is committed to move toward a bond measure in November so we can build a fire station in an appropriate location in Ketchum. We need to give the Fire Chief flexibility to manage the people. We may want to pass a Resolution with a timeline that can be delivered to Ketchum Rural Fire and Sun Valley. Councilor Courtney Hamilton agrees we need to prove to the KRFD that we need to be able to pull our weight. We need to do a stop gap action and were not thinking of the long term. We need to be sure were not being to short sighted.

Council President Michael David agrees with Councilor Courtney Hamilton saying we need to prove to our partners, and quickly, that were serious about this. The priority is what the 2.0 looks like. We need to restore trust and confidence.

Councilor Jim Slanetz is intrigued about the Annexation idea saying it's a positive for Ketchum Rural and it takes us out of the equation. He does not remember ever telling a fire department no when they asked for more money.

Mayor Neil Bradshaw tabled this topic until Wednesday's workshop.

Mayor Neil Bradshaw asked Blaine County Commissioner Angenie McLeary to speak. Angenie McLeary advised that she is very excited to hear what they are talking about. She appreciates the vision Ketchum is working towards and talked about working together on fire and ambulance service and about pros and cons. There needs to be more process and public engagement. The County will be looking at the Ambulance Contract next year. She is pleased the City is having the meeting on Wednesday and is also pleased with the process Ketchum is following. Commissioner Fosbury will be present at Wednesday's meeting.

15. Discussion of 5G and FCC Regulations

Mayor Neil Bradshaw asked City Attorney Matt Johnson to talk about what we can do and what we can't do. Matt Johnson advised that the FCC preempted last fall, the ability of cities to do a whole lot about 5 G. The FCC rules cities cannot prohibit cell tower equipment in cities. The FCC now says that cities can be part of the size and design but cannot prohibit. Several cities have sued the FCC over this. There has been a ruling in favor of the FCC. As of January 14, 2019, cities have very little ability to regulate. We need to look at the permitting scheme and what we can do.

Mayor Neil Bradshaw allowed public comment

Bridget Bagley talked about the wave length of energy and gave examples saying 5G burns brain cells. She distributed a handout and talked about the atmosphere and the damage out there. She stated that we do not need to tolerate this. Cell phones are turning you into zombies.

Karen McCall, Ketchum resident said she has been aware of 5G for about 6 mos. What she has read is frightening. She talked about being protected from EMF's and voiced her concerns.

Mickey Garcia talked about the article on face book referring to what happened in Belgium and about scientific research he has read about. It's not time to panic and run into every direction. He referred this to micro waves and advised the council to dig into this before you freak out.

Mayor Neil Bradshaw talked about Science being conflicted. There is reason for genuine concern. Mayor would like to know from the Council how they would like to move forward. Council President Michael David asked if cities in the United States have been approached? Mayor Neil Bradshaw said we have concerned citizens and emails from organizers that say stop 5G now. There are also some in favor of it. Councilor Amanda Breen questioned what kind of statement were talking about. Mayor Neil Bradshaw explained what type of statement we could make. Amanda Breen advised she is pleased this has come before Council; however, she does not have an opinion on this at this time and does not believe the city should make a statement at this time. Councilor Jim Slanetz would like to make a statement and do everything they can to not let this happen even though our hands are tied. He does not like private enterprises being able to do this. He said what he has read about it, is frightening. Council President Michael David said the science is unresolved and that is a good reason not to allow it. We should be able to make our own laws and he needs to know more about this before he would allow it. Councilor Courtney Hamilton agrees with Jim Slanetz. She does not want to wait until we have an application before we do something.

Mayor Neil Bradshaw asked what other cities have done. City Administrator Suzanne Frick explained that this is a big topic in a lot of cities. She advised that some cities are prohibiting regardless, and others are writing franchise agreements. Ketchum can do something in between like write a Resolution saying we will not allow our infrastructure to be used and deal with the outcome when it comes up. Suzanne Frick advised that they are now saying 5G is for public safety.

Councilor Amanda Breen stated she would like more information. This sets a precedent if we make a statement. Attorney Matt Johnson stated that we don't have a lot of ground legally. If we pursue this, we will be sued. He suggested reaching out to other cities.

16. ACTION: Approval of Property Tax Exemption Support Letter

Mayor Neil Bradshaw explained that the county approved a 5-year property tax exemption for qualifying housing and advised that if it's a project you would like considered to please put in an application which KECH has done. We are just submitting a support letter. Mayor Bradshaw read the letter aloud.

Councilor Jim Slanetz asked Director of Finance & Internal Services Grant Gager about where the taxes go. Grant Gager explained Idaho State Code and revenue taxes and how they are collected and distributed. How this would affect the KURA was discussed as well as how this affects the rents collected.

It was clarified that this letter is in support of the KECH project only. It is not a general letter. The reason for doing this letter now is timing.

Motion to approve the Property Tax Exemption Support Letter

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

EXECUTIVE SESSION

17. Discussion pursuant to 74-206 (1) (j)
18. Discussion pursuant to 74-206 (1) (f)
19. Discussion pursuant to 74-206 (1) (c)

Motion to go into Executive Session pursuant to Idaho Code Discussion pursuant to 74-206 (1) (f) (c)

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

ADJOURNMENT

Motion to come out of executive session at 8:53 p.m.

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

Motion to adjourn at 8:53 p.m.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-1030-0000 PETTY CASH			
CASH	040919	No School Adventure	13.95
CASH	041219	No School Adventure	69.96
CASH	041719	Sagebrush Swim League	100.00
01-2300-0000 DEPOSITS-PARKS & EVENTS			
LOPEZ, KARLA	042919	Deposit Refund	250.00
SORIANO, MANAEO	042219	Deposit Refund	200.00
Total :			633.91
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	02706906	Sugar	8.71
CHATEAU DRUG CENTER	2051749	Supplies	21.84
COPY & PRINT, L.L.C.	95050	Supplies	199.70
COPY & PRINT, L.L.C.	95056	Supplies	106.62
COPY & PRINT, L.L.C.	95116	Supplies	181.46
COPY & PRINT, L.L.C.	97013	Supplies	74.99
COPY & PRINT, L.L.C.	97077	Budget Books	95.84
01-4150-4200 PROFESSIONAL SERVICES			
BROWN, LINDA DIANE	1904	Delivery for April 2019	95.00
BROWN, LINDA DIANE	1905	Delivery for May 2019	95.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 04	2087264135 041319	966.09
CENTURY LINK	2087265574 04	2087265574 041319	48.20
CENTURY LINK	2087267801 04	2087267801 042319	10.22
PITNEY BOWES - RESERVE ACC	1012175002	Red Ink	356.97
SYRINGA NETWORKS	19APR0408	Computer Services	3,000.00
VERIZON WIRELESS	9828002859	965494438 041019	42.65
VERIZON WIRELESS	9828002859	965494438 041019	42.65
VERIZON WIRELESS	9828122076	365459737 041319	42.65
COX WIRELESS	047131901 042	047131901 042519	89.00
01-4150-5150 COMMUNICATIONS			
COPY CENTER LLC	936	Mailing	2,497.46
IDAHO SUNSHINE MEDIA LLC	7858 7886	Welcoming Events	540.00
SNEE, MOLLY	1910	April Retainer	4,500.00
GRANICUS	112452	Civic Streaming	523.69
01-4150-5200 UTILITIES			
CITY OF KETCHUM	050119	360 - April	46.48
CITY OF KETCHUM	050119	9994 - April	151.10
CITY OF KETCHUM	050119	9997 - April	303.26
CITY OF KETCHUM	050119	772 - April	55.58
CLEAR CREEK DISPOSAL	0001225258	960 042619	77.50
CLEAR CREEK DISPOSAL	0001226537	951449 042619	60.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2200749261 04	2200749261 042419	1,173.63
IDAHO POWER	2203990334 04	2203990334 041119	50.97
IDAHO POWER	2206570869 04	2206570869 041119	14.79
INTERMOUNTAIN GAS	31904030009 0	31904030009 042419	87.93
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	230.27
INTERMOUNTAIN GAS	44919030005 0	44919030005 042419	12.43
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
A.C. HOUSTON LUMBER CO.	014-155008	Light Bulb	5.99
APEX	00027702	Lenel Software Support 5/3019-5/30/20	495.00
APEX	00027727	Smart Cards and Key Fobs	492.50
GEM STATE PAPER & SUPPLY	1314401-00	Paper Supplies	27.42
LUTZ RENTALS	92801-1	Boom and Harness	221.94
01-4150-5910 REPAIR & MAINT-491 SV ROAD			
LUTZ RENTALS	93508-1	Boom and Harness	207.36
01-4150-6500 CONTRACTS FOR SERVICES			
S & C ASSOCIATES LLC	1305-1314	February 2019 1305-1314	7,260.00
S & C ASSOCIATES LLC	1315-1332	March 2019 1315-1332	11,742.50
Total ADMINISTRATIVE SERVICES:			36,255.39
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 033119	24892R 033119	15,500.00
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120250	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			19,269.92
PLANNING & BUILDING			
01-4170-4200 PROFESSIONAL SERVICES			
CENTER FOR CONTINUING EDU	5153	March 2019 Consultation	794.00
KVH STRATEGIES	32	SOAR Interviews	750.00
Total PLANNING & BUILDING:			1,544.00
NON-DEPARMENTAL			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
BOWMAN, TOM	050119	Insurance	6,453.00
Total NON-DEPARMENTAL:			6,453.00
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-149431	supplies	20.38
CHATEAU DRUG CENTER	2046672	Supplies	19.93
CHATEAU DRUG CENTER	2048919	Supplies	5.22
GEM STATE PAPER & SUPPLY	1315647-00	Paper and cleaning supplies	188.72
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	18080	4th Street Pushing into Street	895.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
BIG WOOD LANDSCAPE, INC.	18081	2nd Street Parking lot	157.50
BIG WOOD LANDSCAPE, INC.	18082	6th & Leadville	177.75
BIG WOOD LANDSCAPE, INC.	18083	Cimino Park	177.75
BIG WOOD LANDSCAPE, INC.	18084	City Maintenance Yard	135.00
BIG WOOD LANDSCAPE, INC.	18085	Forest Service Park	177.75
BIG WOOD LANDSCAPE, INC.	18086	KTS Exterior Sidewalks	194.25
BIG WOOD LANDSCAPE, INC.	18087	KTS Interior of Park	171.75
BIG WOOD LANDSCAPE, INC.	18088	Ore Wagon Museum	149.25
BIG WOOD LANDSCAPE, INC.	18090	2nd Street Parking lot	14.25
GLASS MASTERS, INC.	WO-17719	Building Window	110.00
LUNCEFORD EXCAVATION, INC.	9875	Move Hay	1,000.00
01-4194-4220 PROF SERV-CITY BEAUTIFICATION			
BIG WOOD LANDSCAPE, INC.	18197	Holiday Lighting	20,248.00
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
INLA	00544	INLA Membership	75.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	050119	456 - April	12.60
CITY OF KETCHUM	050119	9991 - April	48.49
CITY OF KETCHUM	050119	9995 - April	37.80
CITY OF KETCHUM	050119	9996 - April	46.49
CITY OF KETCHUM	050119	532 - April	48.49
CITY OF KETCHUM	050119	536 - April	113.40
CITY OF KETCHUM	050119	560 - April	12.60
CITY OF KETCHUM	050119	1127 - April	12.59
CITY OF KETCHUM	050119	1245 - April	33.89
CLEAR CREEK DISPOSAL	0001225257	960 042619	33.18
CLEAR CREEK DISPOSAL	0001225260	960 042619	151.45
CLEAR CREEK DISPOSAL	0001226212	56339 042619	39.98
IDAHO POWER	2203313446 04	2203313446 041019	5.34
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	15.07
INTERMOUNTAIN GAS	65669030002 0	65669030002 042419	9.79
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0115699-IN	Monthly Janitorial Service	4,798.12
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-140065	Battery	119.95
RIVER RUN AUTO PARTS	6538-140381	Flat Bed Parts	138.90
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	014-151887	supplies	2.53
A.C. HOUSTON LUMBER CO.	014-151918	supplies	12.28
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	014-150932	supplies	67.50
A.C. HOUSTON LUMBER CO.	014-151119	supplies	10.33
A.C. HOUSTON LUMBER CO.	014-151785	supplies	1.68
A.C. HOUSTON LUMBER CO.	014-152619	supplies	34.38
A.C. HOUSTON LUMBER CO.	014-153413	supplies	13.84
CHATEAU DRUG CENTER	2047549	Supplies	12.34
CHATEAU DRUG CENTER	2050317	Supplies	14.24
CHATEAU DRUG CENTER	2050647	Drill Bit	14.23
CHATEAU DRUG CENTER	2051307	Supplies	4.27
CHATEAU DRUG CENTER	2051747	Supplies	8.54
CHATEAU DRUG CENTER	2052116	Gloves	9.01

Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	2052146	Supplies	7.59
IDAHO LUMBER & HARDWARE	768955	office supplies	83.98
PIPECO, INC.	S3287579.001	Rakes	71.02
PIPECO, INC.	S3308767001	Rake	7.61
PIPECO, INC.	S3313294001	Supplies	50.42
PIPECO, INC.	S3314796001	Rake	7.61
SAWTOOTH WOOD PRODUCTS, I	0000112003	KM Supplies	728.85
SHERWIN-WILLIAMS CO.	5790-0	Paint for Chairs	68.23
Total FACILITY MAINTENANCE:			30,826.11

POLICE

01-4210-3100 OFFICE SUPPLIES & POSTAGE

CHATEAU DRUG CENTER	2050161	paint cleanup	12.33
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01-4210-3610 PARKING OPS PROCESSING FEES

CALE AMERICA, INC.	153378.2	Credit	179.55-
PETER, RICHARD	042219	Refund Monthly Parking Pass	60.00
BERGLUND, PATRICIA	042219	Refund Monthly Parking Pass	60.00
PETERSON, CANDICE	042419	Refund Ticket - Handicap Placard up to date	50.00

01-4210-3620 PARKING OPS EQUIPMENT FEES

VERIZON WIRELESS	9828002859	965494438 041019	42.65
VERIZON WIRELESS	9828002859	965494438 041019	42.65
CALE AMERICA, INC.	153761	Transactions	188.10

01-4210-4250 PROF.SERVICES-BCSO CONTRACT

BLAINE COUNTY CLERK/RECOR	201016	BCSO Law Enforcement Services	134,753.75
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Total POLICE:

135,029.93

FIRE & RESCUE

01-4230-3200 OPERATING SUPPLIES FIRE

A.C. HOUSTON LUMBER CO.	014-150954	supplies	13.44
ALSCO - AMERICAN LINEN DIVI	LBO11695118	5109 041519	14.88
ALSCO - AMERICAN LINEN DIVI	LBO11698979	5109 042919	29.75
ATKINSONS' MARKET	02704124	Coffee	15.37
ATKINSONS' MARKET	05178082	Supplies	20.40
ATKINSONS' MARKET	09160406	Refund	.92-
C.W. NIELSEN MFG. CORPORATI	30064	Sisko Badge	84.22
CHATEAU DRUG CENTER	2053332	Supplies	5.68
CHATEAU DRUG CENTER	2054279	Supplies	5.69
CHATEAU DRUG CENTER	2054911	Supplies	5.67
GEM STATE PAPER & SUPPLY	1319809-00	Paper Supplies	50.39
RIVER RUN AUTO PARTS	6538-140686	Supplies	8.39
MUNICIPAL EMERGENCY SERIC	IN1334115	Nose Cups	283.58
MUNICIPAL EMERGENCY SERIC	IN1334529	Helmet	343.06

01-4230-3210 OPERATING SUPPLIES EMS

A.C. HOUSTON LUMBER CO.	014-150954	supplies	13.44
ALSCO - AMERICAN LINEN DIVI	LBO11695118	5109 041519	14.87
ATKINSONS' MARKET	02704124	Coffee	15.36
ATKINSONS' MARKET	05178082	Supplies	20.40
ATKINSONS' MARKET	09160406	Refund	.92-
BOUNDTREE MEDICAL	83168176	Medical Supplies	164.50
BOUNDTREE MEDICAL	83178711	Medical Supplies	164.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
BOUNDTREE MEDICAL	83189967	Medical Supplies	205.50
CHATEAU DRUG CENTER	2054279	Supplies	5.69
GEM STATE PAPER & SUPPLY	1319809-00	Paper Supplies	50.38
PRAXAIR DISTRIBUTION INC.	88912740	Oxygen	50.13
WARD, CHRIS	050119	Meals to Magic Valley	50.00
HENRY SCHEIN	61637040	Battery	181.25
HENRY SCHEIN	64470366	Medical Supplies	59.49
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	908739	37267 041519	163.90
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	908739	37267 041519	125.86
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
UNIVERSITY OF UTAH	043019	Rope Rescue Training	4,650.00
BOWMAN, TOM	032719	Chief's Lunch Meeting	51.26
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001225592	1848 042619	57.46
CLEAR CREEK DISPOSAL	0001227842	1848 050119	1.85
IDAHO POWER	2224210258 04	2224210258 040819	54.39
COX WIRELESS	047339201 040	047339201 040719	98.99
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
VERIZON WIRELESS	9828156856	765494480 041319	176.78
COX WIRELESS	027222301 042	027222301 042019	55.25
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
COX WIRELESS	027222301 042	027222301 042019	55.24
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
LES SCHWAB	11700550235	Car Parts	218.99
RIVER RUN AUTO PARTS	6538-140686	Supplies	2.85
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
CHATEAU DRUG CENTER	2050770	Supplies	11.37
MUNICIPAL EMERGENCY SERIC	IN13333483	Flow Tests	2,891.00
CURTIS TOOLS FOR HEROES	INV273173	Air Analysis	150.00
NATIONAL HOSE TESTING SPEC	48140	Hose Testing	1,902.68
Total FIRE & RESCUE:			12,542.06
STREET			
01-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-152389	supplies	3.59
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	908741	37269 041519	1,268.02
01-4310-4200 PROFESSIONAL SERVICES			
ANDERSON ASPHALT PAVING I	6872	Snow Hauling	7,650.00
BIG WOOD LANDSCAPE, INC.	18079	Neil's Lane Snow Removal	512.50
WESTERN STATES CAT	IN000945653	Final D6T LGP	7,559.45
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LOCAL HIGHWAY TECHNICAL	T2-042219-11	Flagger Classes	40.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9828122076	365459737 041319	45.65
VERIZON WIRELESS	9828122076	365459737 041319	42.65
01-4310-5200 UTILITIES			
CITY OF KETCHUM	050119	9999 - April	96.49
CITY OF KETCHUM	050119	9993 - April	88.35
IDAHO POWER	2204882910 04	2204882910 041219	581.94
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	375.86
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	91.63
INTERMOUNTAIN GAS	49439330009 0	49439330009 042419	79.47
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	970417	Durango Parts	160.41
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	014-150198	supplies	43.36
A.C. HOUSTON LUMBER CO.	014-152389	supplies	2.89
BARRY EQUIPMENT RENTAL IN	185134-1	Tool Cat Exhaust	289.51
KENWORTH SALES COMPANY	JERIN3306670	F550 Light	137.31
LACAL EQUIPMENT, INC.	0297940-IN	Sweeper Parts	798.22
LACAL EQUIPMENT, INC.	0298801-IN	Sweeper Parts	307.22
NAPA AUTO PARTS	411616	Blower Parts	53.26
NAPA AUTO PARTS	967998	Filters	21.16
NAPA AUTO PARTS	969297	F550 Parts	29.80
NAPA AUTO PARTS	969321	F550 Brake Controller Credit	259.15-
NAPA AUTO PARTS	970583	Fuel Filter	10.99
NAPA AUTO PARTS	970726	Fuel Filter	10.99
RIVER RUN AUTO PARTS	6538-140219	Parts	13.98
SILVER CREEK FORD	46014875 1	Trailer Brake Controller F550	451.00
SNAKE RIVER HYDRAULICS	336741	Coil	36.20
UNITED ROTARY BRUSH CORPO	C1233865	Sweeper Brooms	3,392.00
WESTERN STATES CAT	CN007985	Credit for 140M Grader Repair	1,200.00-
WESTERN STATES CAT	IN000932196	Filter	54.40
JACKSON GROUP PETERBILT	199440	Truck Hose	77.16
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1680956	5831 022219	45.87
ALSCO - AMERICAN LINEN DIVI	LBOI1682917	5831 030119	45.87
ALSCO - AMERICAN LINEN DIVI	LBOI1690696	5831 032919	43.63
ALSCO - AMERICAN LINEN DIVI	LBOI1694694	5831 041219	43.63
ALSCO - AMERICAN LINEN DIVI	LBOI1696609	5831 041919	43.63
ALSCO - AMERICAN LINEN DIVI	LBOI1698523	5831 042619	43.63
TREASURE VALLEY COFFEE IN	2160 06068972	COFFEE	126.80
CINTAS FIRST AID & SAFETY	5013471346	First Aid Supplies	107.37
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-952024	Signage	1,563.00
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200506786 04	2200506786 041019	11.03
IDAHO POWER	220059315 041	220059315 041019	5.34
IDAHO POWER	2201174667 04	2201174667 041019	15.05
IDAHO POWER	2202627564 04	2202627564 041019	13.38
IDAHO POWER	2203027632 04	2203027632 041019	5.34
IDAHO POWER	2203855230 04	2203855230 042219	44.48
IDAHO POWER	2204882910 04	2204882910 041219	1,524.55

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2205963446 04	2205963446 041019	29.82
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
COLOR HAUS, INC.	218578	Paint	59.65
IMPERIAL ASPHALT LLC	4009	CRACK SEAL	6,750.12
OHIO GULCH TRANSFER STATI	113628	Asphalt Dirt Lumber	199.80
WALKER SAND AND GRAVEL	591836	Clean Fill	196.96
WALKER SAND AND GRAVEL	597431	Clean Fill	361.12
RAILCO, LLC	1000	Guardrails	1,422.00
Total STREET:			35,568.38

RECREATION

01-4510-3250 RECREATION SUPPLIES

ATKINSONS' MARKET	02708516	Food Supplies	4.07
CHATEAU DRUG CENTER	2051834	Supplies	16.08
WEBB LANDSCAPING	K-IN-130558	Top Soil	15.98
WEBB LANDSCAPING	K-IN-130908	Top Soil	7.99

01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY

SYSCO	140417608	Concession & Supplies	342.81
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01-4510-3500 MOTOR FUELS & LUBRICANTS

UNITED OIL	908740	37268 041519	18.19
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01-4510-4200 PROFESSIONAL SERVICE

CLEAR CREEK LAND CO. LLC	21664	180 - Mobile Storage	90.00
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Total RECREATION: 495.12

Total GENERAL FUND: 278,617.82

WAGON DAYS FUND

WAGON DAYS EXPENDITURES

02-4530-4200 PROFESSIONAL SERVICES

SUN VALLEY EVENTS	041919	May Installment Contract - Events Coordinator	3,125.00
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Total WAGON DAYS EXPENDITURES: 3,125.00

Total WAGON DAYS FUND: 3,125.00

GENERAL CAPITAL IMPROVEMENT FD

GENERAL CIP EXPENDITURES

03-4193-4250 ENERGY WORK PROGRAM

OPEN SPACES NORTHWEST	61004	11/12 Payment 2018 Contract	1,250.00
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03-4193-7400 COMPUTER/COPIER LEASING

DELL FINANCIAL SERVICES	79931658	Management Fee	11.30
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Total GENERAL CIP EXPENDITURES: 1,261.30

Total GENERAL CAPITAL IMPROVEMENT FD: 1,261.30

ORIGINAL LOT FUND

Vendor Name	Invoice Number	Description	Net Invoice Amount
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	45	Monthly Payment per contract	36,666.66
22-4910-6060 EVENTS/PROMOTIONS			
COPY CENTER LLC	936	Mailing	2,497.46
LUTZ RENTALS	92795-1	Scaffolding	120.75
LUTZ RENTALS	92841-1	Scaffolding	116.20
LUTZ RENTALS	92999-1	Scaffolding	51.18
Total ORIGINAL LOT TAX:			39,452.25
Total ORIGINAL LOT FUND:			39,452.25
ADDITIONAL1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	050119	March 2019 Additional 1%	201,127.33
SUN VALLEY AIR SERVICE BOA	050119	Direct Cost's	5,522.66-
Total ADDITIONAL 1%-LOT:			195,604.67
Total ADDITIONAL1%-LOT FUND:			195,604.67
WATER FUND			
WATER EXPENDITURES			
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	52175	printing and mailings	413.86
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-154299	Gloves	14.99
ALSCO - AMERICAN LINEN DIVI	LBO11694722	5192 041219	22.49
ALSCO - AMERICAN LINEN DIVI	LBO11694724	5493 041219	55.79
ALSCO - AMERICAN LINEN DIVI	LBO11698551	5192 042619	22.49
ALSCO - AMERICAN LINEN DIVI	LBO11698553	5493 042619	55.79
CHATEAU DRUG CENTER	2051124	Supplies	13.28
CHATEAU DRUG CENTER	2053370	Supplies	37.02
LUNCEFORD EXCAVATION, INC.	9872	Road Mix	330.60
PIPECO, INC.	S3289476.001	Nipples	5.42
PIPECO, INC.	S3314841.001	Paint	66.82
RIVER RUN AUTO PARTS	6538-140520	Soap	24.95
63-4340-3400 MINOR EQUIPMENT			
PIPECO, INC.	S3313471.001	Shovel	60.38
USA BLUEBOOK	729912	Credit	204.13-
USA BLUEBOOK	819792	Tools	91.07
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	908742	37270 041519	23.33
UNITED OIL	908743	37271 041519	436.21
63-4340-3600 COMPUTER SOFTWARE			
FERGUSON ENTERPRISES, INC.	0708143	Software Coverage	2,599.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E258471 1	55 gal T-Chlor	240.24
GEM STATE WELDERS SUPPLY,I	E258653	55 gal T-Chlor	252.24
GEM STATE WELDERS SUPPLY,I	E258739	55 gal T-Chlor	252.24
GEM STATE WELDERS SUPPLY,I	E258939	55 gal T-Chlor	252.24
63-4340-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	293949	Drug Processing Fees	72.00
WATER DISTRICT 37 & 37M	10188 041619	Ground Water - 37	2,033.00
WATER DISTRICT 37 & 37M	1284 041619	surface water - 37	605.50
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
SKILLPATH SEMINARS	12047512	Conference Kellen Chatterton	149.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 04	2087250715 040419	113.95
CENTURY LINK	2087255045 04	2087255045 040419	49.96
VERIZON WIRELESS	9828002859	965494438 041019	42.65
VERIZON WIRELESS	9828122178	365516521 041319	130.55
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 04	2202458903 041919	104.72
IDAHO POWER	2203658592 04	2203658592 042519	5,347.45
IDAHO POWER	2206786259 04	2206786259 041919	45.08
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	29.71
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	96.91
OHIO GULCH TRANSFER STATI	111858	Asphalt Dirt Lumber	103.80
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-140271	Parts	25.90
RIVER RUN AUTO PARTS	6538-140847	Fluid	4.99
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
BOLEN'S CONTROL HOUSE, INC.	S1292710.001	Big Wood	295.59
FERGUSON ENTERPRISES, INC.	0710475	Meter Parts	10.86
Total WATER EXPENDITURES:			14,327.94
Total WATER FUND:			14,327.94
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, INC.	0708352	Meter Parts	6,432.48
FERGUSON ENTERPRISES, INC.	0708355	Meter Parts	11,217.42
FERGUSON ENTERPRISES, INC.	0709492	Meter Parts	1,590.88
FERGUSON ENTERPRISES, INC.	0709493	Meter Parts	3,181.77
FERGUSON ENTERPRISES, INC.	0709779	Meter Parts	826.83
64-4340-7800 CONSTRUCTION			
D & L SUPPLY	87010	Ring Pan and Water	2,043.00
FERGUSON ENTERPRISES, INC.	0707411	Meter Parts	140.70
FERGUSON ENTERPRISES, INC.	0708917	Meter Parts	310.32
FERGUSON ENTERPRISES, INC.	0711434	Meter Parts	799.96
LUNCEFORD EXCAVATION, INC.	9854	KSW Repair	5,791.34
USA BLUEBOOK	845540	Repair Clamp	122.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CIP EXPENDITURES:			32,457.04
Total WATER CAPITAL IMPROVEMENT FUND:			32,457.04
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	52175	printing and mailings	620.79
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11694722	5192 041219	22.49
ALSCO - AMERICAN LINEN DIVI	LBO11694723	5292 041219	103.01
ALSCO - AMERICAN LINEN DIVI	LBO11698551	5192 042619	22.49
ALSCO - AMERICAN LINEN DIVI	LBO11698552	5292 042619	103.01
GEM STATE PAPER & SUPPLY	1313080-00	Paper Goods	86.02
TREASURE VALLEY COFFEE IN	2160 06057925	COFFEE	220.35
65-4350-3400 MINOR EQUIPMENT			
NAPA AUTO PARTS	970257	Part	18.99
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	908742	37270 041519	84.21
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	422145	Chemicals	2,495.83
THATCHER COMPANY, Inc.	1466621	T-Chlor	1,563.50
65-4350-4200 PROFESSIONAL SERVICES			
QUALITY CONTROL SERVICES, I	55702	Onsite Service	1,460.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 04	2087268953 041319	49.96
VERIZON WIRELESS	9828002859	965494438 041019	25.30
VERIZON WIRELESS	9828002859	965494438 041019	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 04	2202158701 041119	10,165.48
IDAHO POWER	2202703357 04	2202703357 041919	102.33
IDAHO POWER	2206786259 04	2206786259 041919	45.08
IDAHO POWER	2224304721 04	2224304721 041019	12.05
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	313.89
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	9.79
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	29.71
INTERMOUNTAIN GAS	32649330001 0	32649330001 042419	69.98
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
WOOD RIVER WELDING, INC.	173140	Repairs	91.98
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	014-151978	supplies	82.25
A.C. HOUSTON LUMBER CO.	014-155618	Supplies	32.97
ATKINSONS' MARKET	09161213	Supplies	18.90
L.L. GREEN'S HARDWARE	A542115	Poly Tubing	14.25
McMASTER-CARR SUPPLY CO.	91866621	Supplies	19.06
McMASTER-CARR SUPPLY CO.	91881513	Pipe and Pipe Fitting	102.57
RIVER RUN AUTO PARTS	6538-140330	Parts	1.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
WOOD RIVER WELDING, INC.	173130	Shop Materials	12.00
XYLEM WATER SOLUTIONS U.S.	780885	Sensor verification	12,602.19
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
LUTZ RENTALS	93595-1	Gloves	14.95
RIVER RUN AUTO PARTS	6538-140419	Collection Parts	112.80
RIVER RUN AUTO PARTS	6538-140430	Credit	48.00-
RIVER RUN AUTO PARTS	6538-140871	Fluid	4.99
UNITED OIL	908742	37270 041519	317.40
Total WASTEWATER EXPENDITURES:			31,044.50
Total WASTEWATER FUND:			31,044.50
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7800 CONSTRUCTION			
PIPECO, INC.	S3316037001	Supplies	260.00
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
BANYAN TECHNOLOGY INC.	20571	Switch 4 Copper	801.36
HDR ENGINEERING, INC.	1200185509	20175 1200185509	7,885.82
Total WASTEWATER CIP EXPENDITURES:			8,947.18
Total WASTEWATER CAPITAL IMPROVE FND:			8,947.18
PARKS/REC DEV TRUST FUND			
93-3700-6200 PARK MEM.BENCH/TREES			
YASENAK, DAVID	1591	Memorial Bench	90.00
Total :			90.00
Total PARKS/REC DEV TRUST FUND:			90.00
Grand Totals:			604,927.70

Report Criteria:

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



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicant included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
At this time, That's Entertainment has moved and Paddles Up Poke' has filed for a new license, both are pro-rated for three months and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) per application.

Analysis

At this time, the following business has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of approximately \$162.51 from approval of these licenses in accordance with the current fee structure.

Table with 9 columns: Company, Beer Consumed on Premises, Beer Not to be Consumed on Premises, Wine Consumed on Premises, Wine Not to be Consumed on Premises, Liquor, Approved by Council for, Total Amount of Fees, Total Amount of Financial Impact for Staff Report. Row 1: That's Entertainment Paddles Up Poke', X, X, X, X, X, 5/6/2019, 62.49, 62.49. Row 2: X, X, X, X, X, X, 5/6/2019, 100.02, 100.02.

Sincerely,

Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>PADDLES UP POKE, LLC</u>	Doing Business As: <u>PADDLES UP POKE</u>	
Physical Address where license will be displayed: <u>640 N. MAIN ST.</u>		
Mailing Address: <u>237 N. 9th ST. BOISE, ID 83702</u>		
Recorded Owner of Property: <u>KETCHUM + MUSTARD, LLC</u>		
Applicant Phone Number: <u>(907) 831-1167</u>	Applicant Email: <u>JORDAN@PADDLESUPPOKE.COM</u>	
STATE LICENSE NO: <u>25527</u> (copy required)	COUNTY LICENSE NO: <u>133</u> (copy required)	
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>DANIEL LANDUCCI + JORDAN TAPANGCO</u> <u>237 N. 9th ST.</u> <u>BOISE, ID 83702</u>	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00 <u>50.01</u>
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00 <u>50.01</u>
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink	\$560.00
Total Fees Due		<u>\$ 400 100.02</u>
ADDITIONAL INFORMATION		
<p>Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name:	MCCF Inc	Doing Business As: That's Entertainment
Physical Address where license will be displayed:	180 Northwood Way, Ketchum ID 83340	
Mailing Address:	PO Box 2514, Ketchum, ID 83340	
Recorded Owner of Property:	Rigmor Grather Trust	
Applicant Phone Number:	208-726-8800	Applicant Email: knstina@thatsentertainmentsv.com
STATE LICENSE NO:	1726 (copy required)	COUNTY LICENSE NO: 38 (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Kristin Farrell 334 Sweetbrier Rd, Harley ID Erin Clark 110 Black Bear, Ketchum ID Neil Clark 110 Black Bear, Ketchum ID	
BEER LICENSE FEES		
<input type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00 12.48
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$ 200.00 50.01
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink	\$560.00
Total Fees Due		\$ 62.49
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

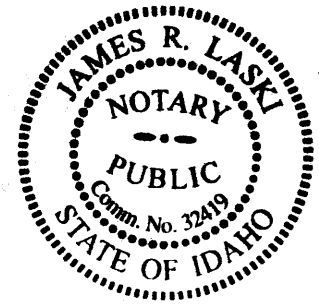
Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

K. Lavelle President
Applicant Signature Relation to Business

4/19/19
Date

Subscribed and sworn to (or affirmed) before me this 19 day of April, 2019.



Notary Public or City Clerk or Deputy Expires 8/31/23

OFFICIAL USE ONLY		
Date Received: <u>4-19-19</u>	License Fee Paid: <u>\$ 62.49</u>	License No: <u>262A</u>
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of <u>August 1, 19</u> <u>May</u> - July 31, 19<u>19</u>.</p> <p>Approved by City of Ketchum Idaho by:</p> <p>_____</p> <p>Mayor</p>		



City of Ketchum
City Hall

May 6, 2019

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

Mayor Bradshaw and City Councilors:

**Recommendation to approve Resolution #19-009 relating to Surplus Property;
declaring certain property of the City to be surplus; and
authorizing and directing the disposal of the surplus property.**

Recommendation and Summary

Staff is recommending the Council adopt Resolution 19-009 declaring certain property of the City to be surplus and authorizing disposal with the following motion:

"I move to adopt Resolution 19-002 declaring personal property in Exhibit A as surplus property, and authorizing staff to dispose of items that cannot otherwise be donated or auctioned."

The reasons for the recommendation are as follows:

- Broken Equipment
- No longer useful

Financial Impact

There is no financial impact.

Attachments

- Resolution 19-009 and Exhibit A

Sincerely,

Grant Gager
Director of Finance & Internal Services

RESOLUTION NO. 19-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY TO BE SURPLUS; AUTHORIZING AND DIRECTING THE DISPOSAL OF THE SURPLUS PROPERTY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, Idaho (“City”) has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City have become damaged beyond repair or obsolete and are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property specifically listed and described in **Exhibit A** attached hereto and by this reference incorporated herein (“surplus property”); and

WHEREAS, the City Council desires to dispose of the surplus property listed in **Exhibit A**.

NOW, THEREFORE, it is hereby RESOLVED by the City Council of the City of Ketchum, Idaho as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the property listed and described in **Exhibit A**. The City Council further finds and declares that the property is surplus and has minimal saleable value because of condition or obsolescence.

Section 2: The City Clerk is hereby authorized to dispose of the surplus property.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 6th day of May 2019

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST

Robin Crotty, City Clerk

Exhibit A

Surplus Items

Location	Item
Treasurer's Office	Broken Microwave
Ketchum Police Dept.	2 Dog Kennels



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Discuss, Provide Direction and Adopt Resolution 19-012 Related to the Ketchum Fire Department

The following information is provided to assist the City Council in the next steps and actions related to the Ketchum Fire Department (KFD) and Ketchum Rural Fire Department (KRFD) contract. This report provides information on:

- Actions the Council could take that may retain the KRFD contract
- Considerations in the event Ketchum does not retain the KRFD contract

ACTIONS THAT MAY RETAIN KRFD CONTRACT

The City of Ketchum and the Ketchum Rural Fire District have supported each other since 1957 through a performance contract between the two parties. At no time has the KFD failed to perform when a call occurred in the KRFD area. Ketchum has 11 trained and experienced full-time professional firefighters that include 8 paramedics. Ketchum has a vacant Fire Chief position, an Assistant Chief, a Fire Clerk, and a list of 32 Paid On-Call (POC) volunteers, 25 of whom responded to calls at least 36 times in 2018. Nine of the Ketchum POC volunteers live in KRFD housing. The current contract was entered into November 21, 2016, and would expire September 30, 2021, unless either party terminated the agreement.

On March 21, 2019, the KRFD Commissioners voted unanimously to terminate the contract between the City of Ketchum and KRFD. Previously, the Commissioners had requested a proposal from the City of Sun Valley to identify the services and cost Sun Valley would offer for the services KFD is currently providing. Under the terms of the existing contract between the City and KRFD, there is a 90-day period before the termination is effective, the termination date is currently June 28, 2019.

Since March 21, KRFD Commissioners have identified several concerns and issues and requested action by the City of Ketchum. Key issues identified include:

- Investment in a new fire facility
- Purchase of fire apparatus
- Implementation of KFD 2.0
- Roadmap to consolidation of north valley fire agencies

While there is no guarantee actions taken by the City Council will retain the KRFD contract, to demonstrate a commitment to action, Resolution 19-012 is attached for Council consideration (Attachment A). The following provides information related to each item in the Resolution.

New Fire Station

Since 2001 the City of Ketchum has recognized the need for a new city hall and fire station. In 2001, a detailed space analysis was prepared and sites were evaluated. In 2003 the estimated cost of a new city hall and fire station was \$14.2 million. A citizens committee was formed and unfortunately no action was taken. In 2015 the City Council resumed discussions for a new city hall and fire station and embarked on another space analysis and cost estimate. The space analysis was completed in 2016 and the City Council placed a bond before the voters in May 2016 to construct a city hall and separate fire station. The cost for both facilities was estimated at \$23.1 million. The bond measure failed. In 2018 the City Council purchased the building at 191 5th Street for a new city hall. In November 2018, the City Council authorized preparation of a space analysis and site evaluation for a new fire station.

The fire station space analysis and site evaluation are still underway, however, the preliminary cost estimate for a stand-alone City of Ketchum facility with Police parking is approximately \$8-10 million without the purchase of land. With the purchase of land, an additional \$3.0 million may be added to the cost. Three sites owned by the City of Ketchum have been identified as potential locations:

- Lewis Street where the fire training facility is located
- Parking lot south of the YMCA
- Dirt lot north of the YMCA

Additional sites could be available should the Council decide to include land purchase in a future bond. The Mayor is recommending the dirt lot north of the YMCA as the preferred site, however, the decision rests with the City Council.

In Resolution 19-012, the City Council is committing to moving forward with a bond for a new fire station. To proceed with a November bond measure, the City would notify the County Clerk by September 13, 2019, of the ballot language and provide the final language by September 16, 2019 (Attachment B). To provide the community with funding choices, a new approach to the ballot questions is under consideration. Instead of providing one lump sum for a new fire station, the following elements could be presented individually for voter approval:

Fire station:	\$TBD
Police Vehicle Garage	\$TBD
Firefighter Housing:	\$TBD
Replacement Fund for Fire Apparatus	\$TBD
Land Purchase	\$TBD

With this approach the voters would authorize which elements of the project they would support funding.

A preliminary analysis has been done to determine the tax impact per \$100,000 of property valuation for different revenue bond scenarios. The following provides information on the tax impact per \$100,000 of property valuation.

<u>Project Cost</u>	<u>Bond Term</u>	<u>Estimated Interest Rate</u>	<u>Tax Impact per \$100,000 of Valuation</u>
\$10,000,000	15 Years	2.74%	\$27.44
\$10,000,000	20 Years	3.18%	\$22.43
\$10,000,000	25 Years	3.50%	\$19.72
\$15,000,000	15 Years	2.74%	\$41.04
\$15,000,000	20 Years	3.18%	\$33.50
\$15,000,000	25 Years	3.50%	\$29.47
\$20,000,000	15 Years	2.74%	\$54.61
\$20,000,000	20 Years	3.18%	\$44.64
\$20,000,000	25 Years	3.50%	\$39.26

The average property valuation in Ketchum is \$717,000. Depending on the valuation of the property and the bond scenario selected by the City Council, the annual tax increase could range from \$98.60 to \$820.00. Attachment C identifies the potential property tax increase based on property valuations ranging from \$500,000 to \$2 million.

Aerial Tower Truck and Apparatus Replacement

Attachment D identifies all the fire apparatus owned and available to the City of Ketchum, City of Sun Valley and the KRFD. In 2015, the City of Ketchum, City of Sun Valley and the KRFD entered into a North Wood River Valley Automatic Aid Agreement that has a 10-year term (Attachment E). This Agreement sets forth terms and requirements for mutual fire aid. Each jurisdiction has agreed to assist the other with staffing and apparatus when there is a structure fire or backcountry rescue. Currently, Ketchum owns five fire apparatus:

- 2 Command Vehicles
- 1 Tactical Support Vehicle
- Engine 1: 2004 Pierce Pumper with 1,500 GPM pump and 750-gallon water tank.
- Aerial Tower: 1987 Sutphen 100-foot Quint with a 1,500 GPM pump and 300-gallon water tank

In 1987 the City of Ketchum and City of Sun Valley signed a Memorandum Agreement to jointly purchase and own the 100-foot aerial ladder platform truck known as the aerial truck (Attachment F). This joint agreement retained the ISO rating for each city. In January of 2014, the City of Sun Valley purchased a 2013 100-foot aerial ladder platform truck. Ketchum and Sun Valley intended to partner on the lease/purchase of the new aerial truck like the 1987 original purchase agreement. The 2013 aerial truck did not fit into either the City of Sun Valley City Hall Station or the City of Ketchum Fire Station, it could only fit in the City of Sun Valley Elkhorn Station. Because the new aerial truck was in Elkhorn, the distance from downtown Ketchum was deemed too far. In August 2014, the City of Sun Valley relinquished their ownership in the 1987 aerial truck and the Ketchum City Council approved the purchase of the truck and its inventory for \$10.00 from the City of Sun Valley. Both cities retained their ISO rating while discussions continued about a new fire station and shared apparatus.

Prior to 2015, Ketchum also owned a 1984 Van Pelt/Hendrickson fire engine with a 1,500 GPM pump and 1,000-gallon water tank. This engine was used as a reserve fire engine and located in a KRFD station. In 2015 after an engine failure, the engine was declared surplus and sold to Clayton Idaho.

The City Council now must decide what action to take on replacing the fire apparatus, and specifically, the City of Ketchum aerial tower truck. The remote-control in the bucket at the top of the ladder is no longer operational. This creates a safety hazard for the person in the bucket. Options for the City Council to consider consist of:

- Purchase/lease a new aerial tower truck for City of Ketchum: \$935,000
- Purchase used aerial tower truck for City of Ketchum \$200,000
- Repair existing City of Ketchum aerial tower truck \$50,000
- Fully refurbish existing City of Ketchum aerial tower truck \$421,000
- Explore shared agreement with City of Sun Valley and modifications to the City of Ketchum Fire Station or placement within a new Ketchum Fire Station \$280,000

After the aerial tower truck, the Council could consider replacing the pumper truck that was declared surplus in 2015. Options for replacement could include purchase of a used pumper truck. While the City currently has \$550,000 in the Fire Department capital budget, depending on the decision to replace the aerial tower, additional apparatus replacement funds may need to be secured as part of a future bond. The other issue to consider is where a new engine would be located. Presently, all the bays in the KFD Station are filled with apparatus.

KFD 2.0

The City Council could begin implementation of KFD 2.0. The identified actions would consist of creating a new position to handle the plan check and inspection workload currently handled by the Assistant Chief, the repair/refurbishment/replacement of the aerial truck, and funding for recognition items. The following provides information on the new position and options for the aerial truck are outlined above. Funding for recognition items will be included in the FY 2019/20 proposed budget.

New Position

By creating a new position, the current KFD Assistant Chief could dedicate his time to managing Fire Department daily operations and management of the KRFD contract and facilities. Currently the Assistant Chief is spending most his time reviewing construction plans and performing inspections. A new position would be created specifically dedicated to fire plan checking and inspection work. The estimated cost of this position is \$84,000 annually.

Roadmap to Consolidation

Comments from KRFD Commissioners have centered around a long-term vision and implementation steps that lead to consolidation of all the north valley fire agencies. To address this issue, Resolution 19-012 identifies three actions the City Council would take in response to the comments. The steps include:

- Implementation of KFD 2.0
- Implementation of interim consolidation measures between all agencies (contracts, sharing agreements, joint operations, etc.)
- Annexation/establishment of fire district to include Ketchum, Sun Valley and the KRFD.

With the adoption of the proposed Resolution, Council will endorse the Roadmap to Consolidation.

LOSS OF KRFD CONTRACT

Budget and Staffing

The number of full-time firefighters has fluctuated between 8-11 over the years. Between 1993 and 2007, 10 full-time firefighter positions were funded in addition to the Chief, Assistant Chief, and a part time Fire Clerk. The number of firefighter positions was reduced to 8 during the economic downturn. In 2012, the City applied for and was granted a SAFER Grant to fund and fill 3 temporary full-time firefighter positions for a period of two years. At the end of the Grant funding in 2014, the City continued to fund the additional 3 firefighter positions.

In FY 2018/19, the budget for the Fire Department is \$2,101,373 for staffing and operations. In addition, there is approximately \$550,000 available in fire capital funds. In 2017, \$242,336 of fire capital funds were used to replace all the KFD radios, pagers and self-contained breathing apparatus (SCBA).

There are two contracts for service that contribute towards the fire department budget, the Ambulance District contract contributing \$1,152,418 and the KRFD contract contributing \$327,851. The revenue from the two contracts for service support the staffing and materials and supply costs related to the contracts. Without the contracts for service, the City of Ketchum would not perform the contracted services. Presently, the workload associated with the KRFD contract includes responding to fires and calls for service in the District, plan checking and inspections, managing and maintaining the two fire stations and KRFD equipment and apparatus, managing the KRFD housing units, training KRFD live-ins, providing support to the KRFD Commissioners and organizing and maintaining KRFD records. Should the KRFD decide to contract with the City of Sun Valley, these responsibilities would shift to the City of Sun Valley.

Of the \$2,101,373 Fire Department budget, \$1,912,895 is budgeted for personal services such as employee salaries and benefits, overtime, workers compensation and Paid On-Call wages and training. The remaining \$188,478 is for materials, services and capital expenditures. If \$327,851 is eliminated from Fire Department revenue, the resulting reduction to Fire Department expenses would equate to 3-4 firefighter positions and a portion of the Fire Clerk. In the event the revenue is lost, the following options are available and described in more detail below:

- Maintain current Fire Department staffing by off-setting the cost through reductions in other city General Fund department operations, staffing and services
- Maintain current Fire Department staffing by off-setting the costs with reallocated LOT funding.
- Reduce Fire Department staffing either immediately or through attrition (do not fill positions when there is a vacancy)
- A combination of all the above

Staff is requesting Council direction on a preferred option. Once a preferred option is identified, staff will return to Council with more details and implementation options.

When preparing a City budget, there are two sources of funding available to support expenditures, one-time funding and on-going funding. One-time funding is used for one-time expenditures such as capital improvements, legal settlements, contracts for services, special projects or reserve funding. On-going expenditures are expenditures that occur year after year and are typically related to salaries, benefits, and department operations. On-going expenditures are funded by reliable annual revenue sources such as property taxes. On-going expenditures match on-going revenues to maintain a balanced budget. In the past, the City of Ketchum used one-time funds to fund on-going expenses which caused a significant budget deficit once the one-time funding was no longer available to support the on-going expenses. City services, staffing and operations were cut to align actual on-going expenses with reliable on-going revenue. In the event the KRFD revenue is lost, when evaluating options, this budgeting principle should be considered.

Maintain current Fire Department staffing by off-setting the lost revenue through reductions in General Fund departments staffing, operations, and services

City staffing and operations are primarily funded by General Fund revenue. General Fund revenue comes from a variety of sources such as property taxes, franchise fees, licenses and permit fees, state shared revenue, and charges for services. The \$327,851 KRFD revenue is considered General Fund revenue and is used to fund Fire Department staffing and operations. If that funding is lost, and the Council wants to maintain Fire Department staffing at current levels, reductions in other General Fund departments would need to occur.

In the FY 2018/19 budget, 58% of the General Fund budget is dedicated to staffing and 39% is for materials and services (Attachment G). To off-set the loss of \$327,851 in Fire Department revenue with General Funds, employees in other departments or department operational budgets could be reduced. This level of reduction could result in reduced services in departments such as Recreation, Planning and Building, Streets and Facilities, and Administration. Attachment H provides a breakdown of personnel, supplies and materials and capital costs for each General Fund department. This is provided to assist the Council in consideration of this option. Should Council select this option, staff will return with options on how to implement department reductions.

Maintain current Fire Department staffing by off-setting the costs with reallocated LOT funding. Current contracts (Visit Sun Valley, Mt. Rides, and Blaine County Sheriff) and LOT funded events could be reduced.

In this fiscal year, the City has budgeted \$2,467,247 in Original LOT revenue. As identified in Attachment I, the FY 2018/19 budget allocates the Original LOT revenue as follows:

- 45.5% for emergency services: police, fire and rescue, and dispatch
- 27% for City promotion and events (Visit Sun Valley and events)
- 27% for Municipal Transportation (Mountain Rides)
- 0.4% Contingency
- 0.1% Enforcement/collections

The Original LOT funding is an available funding source to support the Fire Department. Currently, all the LOT funding is allocated, however, the Council could reallocate funding by reducing all contracts and event funding to provide \$327, 851 for Fire Department funding.

Reduce Fire Department staffing either immediately or through attrition (do not fill positions when there is a vacancy)

The loss of \$327,851 in Fire Department revenue equates to the loss of 3-4 firefighters and a portion of the Fire Clerk position. With the loss of the KRFD contract, there will also be a reduction in workload because KFD would no longer perform the Rural District responsibilities as previously identified in this report. With this option, staff reductions could occur immediately once the funding is lost, or, staff reductions could occur through attrition. Through attrition, if vacancies occur, the position will not be back-filled. If the Council prefers reductions through attrition, funding will be needed to support the positions until vacancies occur.

ISO Rating

The Insurance Services Office, or ISO for short, was created in 1971. It was initially a non-profit association of insurance companies. Its purpose was to provide services, such as rating and statistical reporting, on behalf of its member companies. Fire departments nationwide are typically reviewed for an "ISO Rating" which helps insurance companies adjust insurance premium rates for insured buildings within each fire department's jurisdiction.

In Idaho, fire department rating reviews are conducted by the Idaho Survey and Rating Bureau which uses the same data from each fire department to determine an Idaho Fire Defense Classification which is like an ISO rating. Fire departments still call their ratings ISO rating as does Ketchum. The rating scale is from 1 to 10 with 1 being the best possible rating and 10 being uninsurable.

Every 7 to 8 years the Ketchum Fire Department undergoes an intense complex two-day review of all records pertaining to training, fire response, vehicle maintenance, ladder testing, hose testing, pump testing, staffing levels, fire hydrant maintenance, fire hydrant flow testing, water system capacity and 911 emergency dispatch.

The KFD and KRFD were last rated in 2015 and the results are reflected in Attachment J. Discussions with the Idaho Surveying and Rating Bureau have indicated that the City's rating may not suffer adverse impacts from a

potential loss of 3-4 full-time staff. The rating is based, in part, on observed staffing levels at certain call responses. In the most recent rating period, Ketchum had an average presence of 4 full-time staff and 13 paid on-call responders at structure fires. To the extent that level of response is maintained, a negative impact to ratings could be mitigated. Additionally, the Bureau considers minimum staffing levels in its rating process. In the most recent period, Ketchum was rated as having a 2-person minimum staffing level with 3-person staffing 61% of the time. Again, to the extent that the City is able to retain its minimum 2-person shift staffing and continue to augment that with the paid on-call shift assist program, a negative impact to ratings could be mitigated.

The Bureau also considers fire apparatus in its ratings. The auto-aid agreements that Ketchum has with other Blaine County partners, including KRFD and Sun Valley, provide the City with enhancements to its rating level. In the event that the KRFD contract is not continued in FY 20, it is likely that the auto-aid agreements, and their positive impact to Ketchum’s rating, would remain in-place.

FINANCIAL IMPACT

The options identified in this report each have a budget impact. The following summarizes the cost associated with each option.

New Fire Station	\$8-10 million
Repair/rehabilitation/purchase of aerial truck	\$50,000-\$935,000
Addition of new pumper truck	\$500,000
New fire plan check/inspection position (on-going)	\$84,000
Retention of 3-4 firefighters (on-going)	\$327,851
 Total	 \$8,961,851 to \$11,846,851

Funding for the firefighters and the new fire plan check/inspection position should come from existing on-going budget sources. Options for funding these positions are previously noted in this report. Funding for the fire station and apparatus replacement are considered one-time expenditures and funding can come from either existing capital funds or a future revenue bond.

DIRECTION

Council is being asked to act and provide direction on the following items. For the action item, a motion is provided for Council consideration:

Action Item

- Adoption of Resolution 19-012
“I move to adopt Resolution 19-012”

Council Direction

- Identification of the preferred site for a new fire station
- Feedback on the proposed ballot measure approach
- Preferred option for replacement of aerial tower truck
- Preferred option for adding a new pumper truck
- Preferred funding option for new plan check/inspection position
- Preferred approach to Fire Department positions and funding option

Attachments:

- Attachment A: Proposed Resolution 19-012
- Attachment B: November 2019 Election Schedule
- Attachment C: Estimate of Tax Impact Based on Property Value
- Attachment D: Inventory of North Valley Apparatus
- Attachment E: North Valley Auto Aid Agreement
- Attachment F: Ketchum/SV Aerial Tower Truck Agreement
- Attachment G: General Fund Budget Breakdown
- Attachment H: General Fund Department Breakdown
- Attachment I: LOT Funding Breakdown
- Attachment J: City of Ketchum and KRFD ISO Rating Letter

RESOLUTION NUMBER 19-012

RESOLUTION OF THE CITY OF KETCHUM COMMITTING TO SPECIFIC ACTIONS RELATED TO THE KETCHUM FIRE DEPARTMENT

WHEREAS, the City of Ketchum and Ketchum Rural Fire District (KRFD) have previously entered into mutual fire protection agreements for the provision of the governmental service of fire protection in February 1957, October 1962, September 1976, January 1986, October 2001 and November 2016, and,

WHEREAS, in March 2015 the City of Ketchum, City of Sun Valley and Ketchum Rural fire District entered into the North Valley Auto Aid Agreement to assist each agency and provide supplemental fire suppression, technical rescue, hazardous materials response and other emergency support, and,

WHEREAS, in March 2019 the Ketchum Rural Fire Districted voted to terminate the November 2016 contract for services between the City of Ketchum and Ketchum Rural Fire District, and,

WHEREAS, the Ketchum City Council, wants to retain the contract for services with the Ketchum Rural Fire District and commits to taking specific actions and therefore does hereby pass the following Resolution.

NOW THEREFORE, be it resolved by the City Council and the Mayor of the City of Ketchum as follows:

1. The City Council will endeavor to place a bond measure before the voters in November 2019 to fund a new fire station and replace fire apparatus.
2. The City Council is committed to implementing KFD 2.0. Such implementation includes: 1) Ensuring a functioning aerial tower truck is available to the Ketchum Fire Department (KFD), 2) A new fire plan check/inspection position will be funded, and 3) Funding for Paid On-Call recognition will be included in the FY 2019/20 budget.
3. The City Council commits to a three step "Roadmap to Annexation" with the following steps:
 - Implementation of KFD 2.0
 - Implementation of interim consolidation measures between all agencies that may include contracts, sharing agreements, joint operation agreements or other cooperative agreements
 - Annexation or establishment of fire district to include Ketchum, Sun Valley and the KRFD.

PASSED by the City of Ketchum City Council and APPROVED by the Mayor this 6th day of May 2019

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

	A	B
1	Election 2019 Deadlines	
2		
3	Action	Due Date
4	First day to publish the notice of candidate filing deadline	8/23/2019 - 8/30/19
5		
6	Candidate filing period opens	8/26/19
7		
8	Candidate filing period closes at 5pm	9/6/19
9		
10	Last to notify County Clerk of candidate names and any ballot questions	9/13/19
11		
12	Last day for wording to the County Clerk for Bond, levy, initiative, referendum, recall or any other ballot questions	9/16/19
13		
14	Deadline For candidates to withdraw their candidacy	9/23/19
15		
16	Deadline for write in candidates	10/8/19
17		
18	Last day to pre-register to vote	10/11/19
19		
20	Mail in absentee ballot requests must be received by 5:00 pm at the County	10/25/19
21		
22	Last day for in-person absentee voting	11/1/19
23		
24	ELECTION DAY	11/5/19
25		
26	Deadline for County Clerk to certify the election	11/15/19

PROPERTY TAX IMPACTS OF GO BOND

	GO Term	\$/100k Value	\$500k Property	\$717k Property	\$1M Property	\$2M Property
\$10M Project	15 Years	\$27.44	\$137.20	\$196.74	\$274.40	\$548.80
	20 Years	\$22.43	\$112.15	\$160.82	\$224.30	\$448.60
	25 Years	\$19.72	\$98.60	\$141.39	\$197.20	\$394.40
\$15M Project	15 Years	\$41.04	\$205.20	\$294.26	\$410.40	\$820.80
	20 Years	\$33.50	\$167.50	\$240.20	\$335.00	\$670.00
	25 Years	\$29.47	\$147.35	\$211.30	\$294.70	\$589.40

NORTH VALLEY FIRE APPARATUS INVENTORY

	A	B	C	D	E	F	G	H	I
1	CITY OF KETCHUM								
2									
3	APPARATUS	DESIGNATION	MANUFACTURER	MODEL	YEAR	VEHICLE TYPE	DATE IN SERVICE	REPLACEMENT DATE	MILEAGE
4	E1	KET E1	PIERCE	ENFORCER	2004	PUMPER	12/9/2003	2023	29,231
5	AT	KET AT	SUTPHEN	AERIAL	1988	AERIAL	1/1/1988	2008	26,038
6	C11	KET C11	FORD	EXPEDITION	2012	COMMAND	4/15/2012	2027	37,962
7	C12	KET C12	FORD	EXPEDITION	2017	COMMAND	2/15/2017	2032	9,509
8	SSU	KSV	CHEVROLET	BUS	1985	COMMAND	3/14/2002	2005	26,795
9	TSU	KET S17	FORD	F-250	2006	PICKUP	3/10/2006	2021	72,034
10	HMAT	HAZMAT TRAILER	WELLS CARGO	TRAILER	2005	TRAILER	1/1/2005	N/A	N/A
11	MBK-1	MBK-1	SPECIALIZED	ELE-BIKE	2017	MTN BIKE	8/8/2017	N/A	N/A
12	MBK-2	MBK-2	SPECIALIZED	ELE-BIKE	2017	MTN BIKE	8/8/2017	N/A	N/A
13									
14	KETCHUM RURAL FIRE DISTRICT								
15	E2	KET E2	PIERCE	ENFORCER	2003	RESCUE/PUMPER	12/9/2003	2023	29,231
16	E3	KET E3	PIERCE	ENFORCER	2008	RESCUE/PUMPER	10/1/2008	2028	13,531
17	T2	KET T2	PIERCE	KENWORTH	2013	TENDER	6/13/2013	2033	5,994
18	T3	KET T3	CENTRAL STATES	KENWORTH	1995	TENDER	1/1/1995	2015	11,120
19	E10	KET E10	FORD	F550	2016	TYPE 6 BRUSH	3/10/2016	2036	3,340
20	E20	KET E20	FORD	F450	1990	TYPE 6 BRUSH	1/1/1990	2010	35,247
21									
22	SUN VALLEY								
23	Air Trailer	Air Trailer	Nor-Safe/Camtel			Trailer		x(30)x	N/A
24	Rescue Trailer	Rescue Trailer	Mirage	Orion	2009	Trailer	1/1/2010	2040 (30)	N/A
25	Chief 1	SV Chief 1	Chevy	Suburban	2015	Command	5/1/2016	2023 (7)	18706
26	Engine 60	SV Engine 60	Pierce	IMPEL XM	2008	Pumper	11/3/2008	2028 (20)	13100
27	Engine 62	SV Engine 62	BME	4265-450	1996	Pumper	1/1/1995	2015 (20)	21170
28	Engine 63	SV Engine 63	Kenworth	T-800	1989	Tanker	10/1/2002	2022 (20)	2327
29	Engine 64	SV Engine 64	Ford	F-550	2010	Rescue	4/1/2016	2026(10)	45204
30	Engine 65	SV Engine 65	Ford	F-550	2014	Type 6	10/20/2013	2034 (20)	22059
31	Engine 66	SV Engine 66	International	Javistar (4800)	1994	Type 4	1/1/1994	2014 (20)	67146
32	Gator	Gator	John Deere	HP Gator OPS		UTV		X(10)X	

NORTH VALLEY FIRE APPARATUS INVENTORY

	A	B	C	D	E	F	G	H	I
33	Greenie	Greenie	Ford	Explorer		Support	12/1/2005	2012 (7)	
34	Ranger	Ranger	Polaris	Ranger	2012	UTV	6/1/2013	2023 (10)	565
35	Snowmobile 1	Snowmobile 1	Polaris	S12CH8GSA	2011	Snowmobile	12/1/2011	2016 (5)	727
36	Snowmobile 2	Snowmobile 2	Polaris	S12CH8GSA	2011	Snowmobile	12/1/2011	2016 (5)	721
37	Snowmobile 3	Snowmobile 3	Polaris	962064	1995	Snowmobile	1/1/1995	2000 (5)	
38	Squad 1	SV Squad 1	Chevy	Suburban	2008	Command	3/31/2008	2015 (7)	127327
39	SV E-Bike	SV E-Bike	Specialized		2018	Mountain Bike	5/20/2018	2023 (5)	N/A
40	T3	SV T3	Chevy	<small>Silverado 2500HD</small>	2008	Pickup	1/1/2008	2015 (7)	
41	Truck 61	SV Truck 61	Pierce	Arrow XT	2013	Aerial	5/1/2015	2043 (30)	9873
42									
43									
44	AMBULANCE DISTRICT								
45	A21	KET A21	WHEELCOACH	CHEVROLET	2002	AMBULANCE	10/3/2002	2019	67,835
46	A22	KET A22	WHEELCOACH	FORD	2009	AMBULANCE	8/27/2009	2026	48,303
47	A23	KET A23	WHEELCOACH	CHEVROLET	2015	AMBULANCE	8/18/2014	2035	31,210

North Wood River Valley

Fire Service Automatic Aid Agreement

THIS AGREEMENT is made and entered into this 31 day of March, 2015, by and between the City of Sun Valley, a municipal corporation of the State of Idaho, the City of Ketchum, a municipal corporation of the state of Idaho, and the Ketchum Rural Fire District, a fire protection district of the state of Idaho, located in Blaine County, Idaho (collectively "the parties").

WITNESSETH:

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

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

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

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

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

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

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

I

ASSISTANCE AGREEMENT

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

II

RESPONSE PROCEDURE

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

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

III

COMMAND RESPONSIBILITY AT THE EMERGENCY SCENE

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

IV

LIABILITY

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

V

RETURN OF EQUIPMENT

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

VI

COMPENSATION

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

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

VII

INSURANCE

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

VIII

PRE-DETERMINED AUTOMATIC RESPONSE CRITERIA

The following automatic aid procedures shall be initiated as follows:

The **Ketchum Fire Department** agrees to initiate an automatic aid response consisting of a minimum response of one (1) adequately staffed fire engine and one (1) adequately staffed ambulance to any reported structure fire within the City of Sun Valley. Within the automatic aid response, two (2) additional fire engines from the Ketchum Rural Fire District shall respond if adequately staffed.

The **Sun Valley Fire Department** agrees to initiate an automatic aid response consisting of a minimum response of one (1) adequately staffed fire engine to any reported structure fire within the City of Ketchum. Within the automatic aid response, one (1) additional fire engine shall respond if adequately staffed. In addition, the Sun Valley Fire Department agrees to initiate an automatic aid response consisting of a minimum response of one (1) adequately staffed fire water tender to any reported structure fire within the Ketchum Rural Fire District. Within the automatic aid response, one (1) additional fire engine shall respond to a reported structure fire within the Ketchum Rural Fire District if adequately staffed.

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

For the purpose of this agreement, an adequately staffed fire engine consists of no less than four (4) firefighters. An adequately staffed fire water tender consists of no less than two (2) firefighters. An adequately staffed ambulance consists of no less than two (2) firefighter/EMT's.

IX

TERMINATION

This agreement shall remain in full force and effect for ten (10) years from the date hereof, unless sooner terminated, and may be renewed with the consent of all parties. Any party may terminate its participation in this agreement prior to expiration as follows:

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

X

AGREEMENT NOT EXCLUSIVE

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

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



DeWayne Briscoe, Mayor

City of Sun Valley



Alissa Weber, City Clerk

City of Sun Valley



Nina Jonas, Mayor

City of Ketchum



Sandy Cady, City Clerk

City of Ketchum



Jed Gray, Chairman

Ketchum Rural Fire District



Marta Thompson, Fire Clerk

Ketchum Rural Fire District

ORIGINAL

MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT (hereinafter referred to as the "Agreement") is made and entered this 26 day of March, 1987, by and between the CITY OF SUN VALLEY, State of Idaho, a municipal corporation (hereinafter "Sun Valley") and the CITY OF KETCHUM, State of Idaho, a municipal corporation (hereinafter "Ketchum").

RECITALS

1. Ketchum and Sun Valley desire to purchase jointly and own for joint use throughout the foreseeable future a fire truck, together with the equipment installed thereon, referred to generally as the Sutphen Aerial Platform Model TF100+ (hereinafter the "Fire Truck"). The cities desire to purchase the Fire Truck from the Sutphen Corporation of Amlin, Ohio pursuant to a Purchase Agreement for Custom and Aerial Chassis dated February 17, 1987 (hereinafter the "Sutphen Agreement").

2. The cities have adopted, or are in the process of adopting, legally sufficient ordinances which are designed to manifest the agreement on the part of each of the cities to entered into the Sutphen Agreement for the purchase of the Fire Truck and to authorize the Mayors of the respective cities to execute the Sutphen Agreement on behalf of the cities.

3. The cities intend to own the Fire Truck jointly, with each city to own an undivided one-half (1/2) interest in the Fire Truck. The cities desire to memorialize the terms and conditions of their joint ownership and operation of the Fire Truck in this Agreement.

4. Each city shall pay one-half (1/2) of the total purchase price of the Fire Truck, Three Hundred Fifty-Five Thousand Nine Hundred Eighty-Nine Dollars (\$355,989), which includes some equipment for the Fire Truck, equipment which is itemized on the attached Exhibit 1. Each city is required to pay one-half (1/2) of the total down payment of Eighty-Five Thousand Dollars (\$85,000) and one-half (1/2) of the balance of the purchase price upon the completion of the construction of the Fire Truck and delivery of the Fire Truck to the cities in approximately one year from the date of the Sutphen Agreement. Each city has budgeted for the full amount of its share of the purchase price.

5. Each city intends to purchase jointly certain other items of equipment which will be installed on the Fire Truck. Those items of equipment are generally identified in

the attached Exhibit 2. The anticipated total purchase price for the additional equipment is Twenty-Three Thousand Dollars (\$23,000).

NOW, THEREFORE, on the basis of the foregoing Recitals, and for valuable consideration, the parties agree as follows:

1. Joint Purchase and Ownership of Fire Truck.

The cities agree that they shall purchase the Fire Truck under the Sutphen Agreement as tenants in common and each of the cities shall own an undivided one-half (1/2) interest both in the Sutphen Agreement and in the Fire Truck upon its delivery. The parties agree that they shall cause the motor vehicle title to the Fire Truck to be issued by the State of Idaho and designate the cities, jointly, as the owner of the Fire Truck.

2. No Encumbrances or Transfers of the Fire Truck. The cities agree that neither shall, without the prior, written consent of the other city manifested by the duly adopted and enacted ordinance of the other city transfer, encumber, sell, or otherwise hypothecate the Fire Truck, or any interest therein so long as the Fire Truck is still owned by the cities jointly.

3. Purchase Price and Payment of Purchase Price. The purchase price of the Fire Truck is Three Hundred Fifty-Five Thousand Nine Hundred Eighty-Nine Dollars (\$355,989). Under the terms of the Sutphen Agreement a total down payment of Eighty-Five Thousand Dollars (\$85,000) is required to be made within thirty (30) days after the signing of the Sutphen Agreement. Each of the cities shall promptly remit to the Sutphen Corporation the sum of Forty-Two Thousand Five Hundred Dollars (\$42,500) in cash within thirty (30) days after the signing of the Sutphen Agreement. The balance of the purchase price shall be paid equally by the cities in cash within five (5) days after the delivery of the Fire Truck to the cities by the Sutphen Corporation. Each of the cities has approved in its respective budget for the present fiscal year the full amount of money required by that city to pay for its one-half (1/2) share of the full purchase price of the fire truck.

4. Location for the Housing of the Fire Truck. The cities intend that each city shall have the actual physical possession of the Fire Truck for one-half (1/2) of each calendar year. The fire truck shall be housed either at the main Ketchum Fire Department located at Ketchum City Hall, or at the Sun Valley Fire Department located at Sun Valley City Hall. The fire truck shall be in the possession of Ketchum during the first and third quarter of each odd numbered year and during the second and fourth quarter of

each even numbered year. The fire truck shall be in the possession of Sun Valley during the second and fourth quarter of each odd numbered year and during the first and third quarter of each even numbered year.

5. Maintenance of the Fire Truck.

A. Under the direction of the Fire Chief of the city which has possession of the Fire Truck such routine maintenance as may be provided for by the policy of that Fire Chief shall be conducted. The cities agree that each city shall have a policy for the regular maintenance and inventory of the Fire Truck and its equipment on no less than a weekly basis and the policy shall also provide that regular maintenance and inventory of equipment for the Fire Truck shall occur immediately after the Fire Truck has been taken from the fire station where it is being housed on a fire or emergency call for training uses or for any other uses. The cities agree that the Fire Chief of the fire department of the city that has possession of the Fire Truck shall maintain a complete record of the weekly and special maintenance and inventory done of the Fire Truck and its equipment and shall promptly provide a copy of the record of such maintenance and inventory to the Fire Chief of the other city, either by mailing a copy of the maintenance record to the fire department of the other city or by personal delivery thereof. If either city, through its Fire Chief, desires to provide maintenance on a daily basis, and the Fire Truck is then being housed at the fire station of the other city, then that Fire Chief desiring to carry out more frequent maintenance shall be entitled to do so on such reasonable schedules as may be arranged by both Fire Chiefs, and records of the maintenance shall be made as provided above; and any expenses associated with such maintenance which is done on a schedule more frequent than on a weekly basis shall be born in full by the city whose Fire Chief has requested such more frequent maintenance.

B. From time to time it may be necessary to do extensive preventive maintenance and repair work to the Fire Truck. Such preventive maintenance and repairs shall be performed according to, among other things, the schedule and specifications that may be provided by the Sutphen Corporation; and all maintenance and repair work shall be done under the direction of the Fire Chief of the fire department of the city then in possession of the Fire Truck. All maintenance and repair whether daily, weekly or otherwise, shall be done by qualified and competent personnel that have been certified in advance in writing by the Fire Chiefs of both cities.

C. Except as otherwise provided in paragraph 5(B), the expenses associated with the day to day maintenance, inspection and inventory of the Fire Truck and

its equipment shall be borne by the city then in possession of the Fire Truck. The cost of preventative maintenance and repairs to the equipment shall be borne equally by the cities, but no such costs in excess of One Hundred Dollars (\$100) per repair or maintenance procedure in the aggregate shall be incurred by either city until the Fire Chiefs of both cities shall have given their prior written consent to the anticipated expenses to be incurred. As with regular maintenance and inventorying of the equipment of the Fire Truck, complete records shall be accurately kept identifying the preventative maintenance, other maintenance, and repairs done to the Fire Truck; and copies of the maintenance records shall be promptly mailed or delivered to the Fire Chief of the city then not in possession of the Fire Truck by the Fire Chief of the city then in possession of the Fire Truck.

D. The cities acknowledge and agree that it is in the best interests of the citizens of both cities that the Fire Truck be taken out of service only when absolutely necessary; and the Fire Chiefs of both cities shall confer and agree in advance before the Fire Truck is taken out of service for any reason.

6. Insurance. Each city shall carry comprehensive insurance of the Fire Truck to the extent of its ownership interest and each shall carry liability insurance coverage for damage to persons and property arising out of or in connection with the insuring city's use and operation of the Fire Truck. Each city shall hold harmless and defend the other city from any and all claims, damages, or causes of action arising out of or connected with that city's use or operation of said Fire Truck.

7. Availability of the Fire Truck for Fires and Other Emergencies. The cities acknowledge and agree that it is the intention of the cities that the Fire Truck shall always be available to be used in connection with fires and other emergencies within the city limits of both cities. To that end, the fire department personnel of each city shall have access to the Fire Truck and the right to enter and remove the Fire Truck at any time from the fire station of the other city to respond to a fire or other emergency. The city which has possession of the Fire Truck at the time of a fire or other emergency shall not have any obligation to respond to the fire or other emergency call if the location of the fire or other emergency is within the city limits of the other city.

8. Availability of Fire Truck for Non-Emergency Uses. Upon the prior approval of the Fire Chiefs of each city, the Fire Truck will be available at reasonable times for training exercises and to assist in community service projects and charitable events.

9. Operation of the Fire Truck. The cities acknowledge and agree that the Fire Truck shall be used for emergency purposes within the city limits of the cities and shall not be used outside the city limits of the cities without the prior permission of the Fire Chiefs of both cities or their duly authorized deputy fire chiefs in the event that one or both of the city Fire Chiefs is unavailable. At all times when in operation, the Fire Truck shall be staffed with at least two (2) duly qualified fire fighters who have received special training in the operation of the aerial platform aspects of the Fire Truck. The Fire Chiefs of both cities shall certify in advance in writing those fire fighters who shall be qualified, from time to time, to operate the Fire Truck. All operations, safety procedures and precautions shall be observed by the personnel manning and operating the Fire Truck and the Fire Truck shall be operated in conformance with the suggested operations procedures that may be established by the Sutphen Corporation.

10. Damages Sustained to the Fire Truck as a Result of Malfeasance. The provisions of paragraph 5 of this Agreement requiring each of the cities to pay one-half (1/2) of all repair expenses and maintenance costs in excess of One Hundred Dollars (\$100) per procedure notwithstanding, the cities acknowledge and agree that in the event the Fire Truck is damaged as a result of the negligence, gross negligence or intentional acts of the personnel of one city, then that city shall be fully responsible for and promptly pay the costs associated with the repair of the Fire Truck proximately caused by that negligence, gross negligence or intentional act.

11. Markings on the Fire Truck. The cities agree that the Fire Truck shall be identified using the names of both cities. On one side of the Fire Truck the words "Sun Valley/Ketchum" shall be affixed. On the opposite side, the words "Ketchum/Sun Valley" shall be affixed.

12. Acquisition of Additional Equipment. The cities manifest their intent to purchase jointly in the future the additional equipment identified in general on Exhibit 2. Each city shall pay one-half of the reasonable cost of the additional equipment. The cities shall take such steps in the future as may be reasonably required to budget for the expenditure for the additional equipment and provide for appropriate ordinances authorizing the additional equipment.

13. Initial Fitting and Training. The fire departments of each city shall participate in the fitting of equipment on the Fire Truck; and the fire departments of each city shall participate fully in the introductory training sessions to be provided by Sutphen.

14. Miscellaneous Provisions.

a. Paragraph 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 of the provisions of the Agreement.

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

c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement 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 Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

d. Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees. In addition, should it be necessary for either party to employ legal counsel to enforce any of the provisions of this Agreement, but no litigation is commenced, then the other party agrees to pay all reasonable attorneys fees and the costs reasonably incurred by the initiating party.

e. Successors and Assigns. This Agreement and the terms and provisions hereof shall enure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

f. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

g. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

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

j. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the date first above written.

CITY OF SUN VALLEY

By

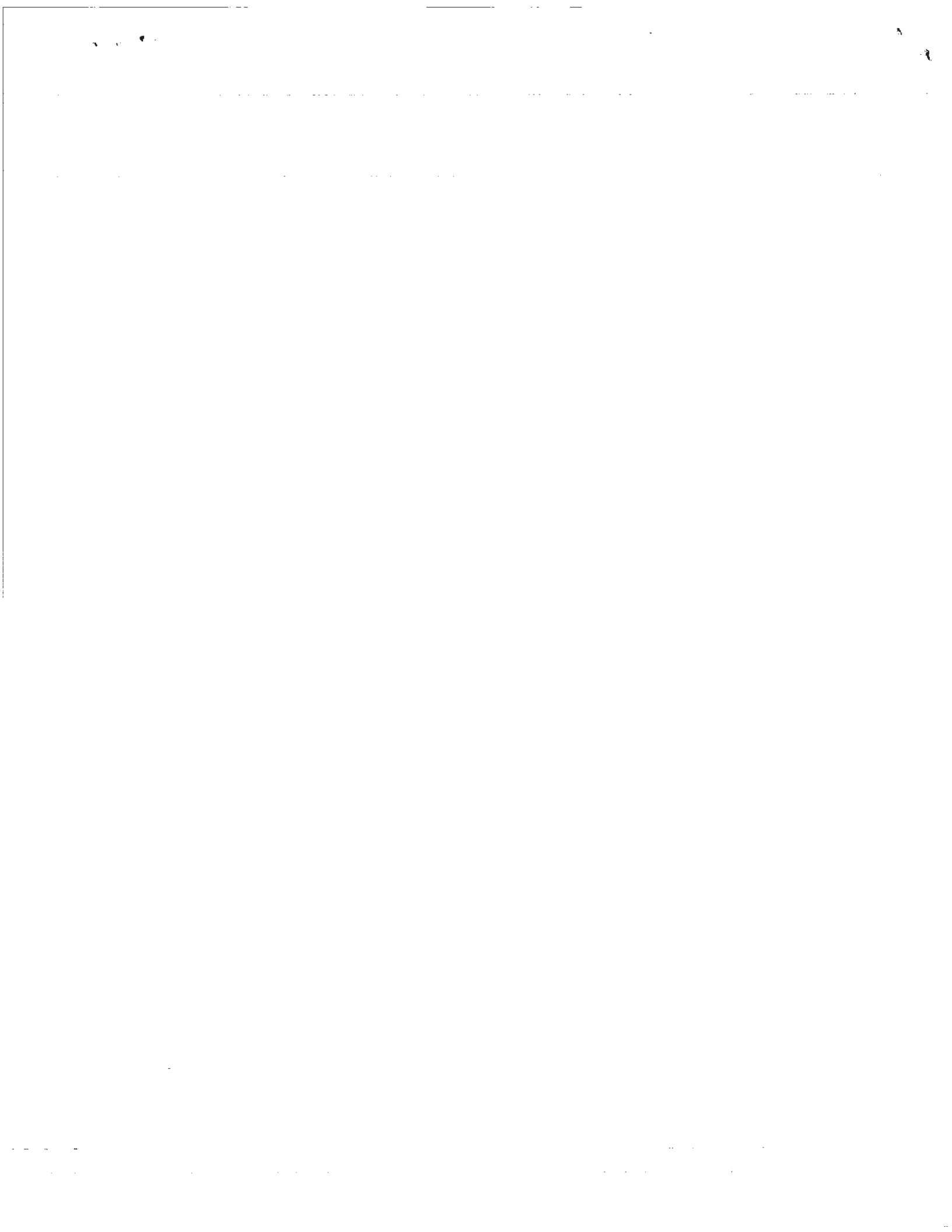

Ruth M. Lieder, Mayor

CITY OF KETCHUM

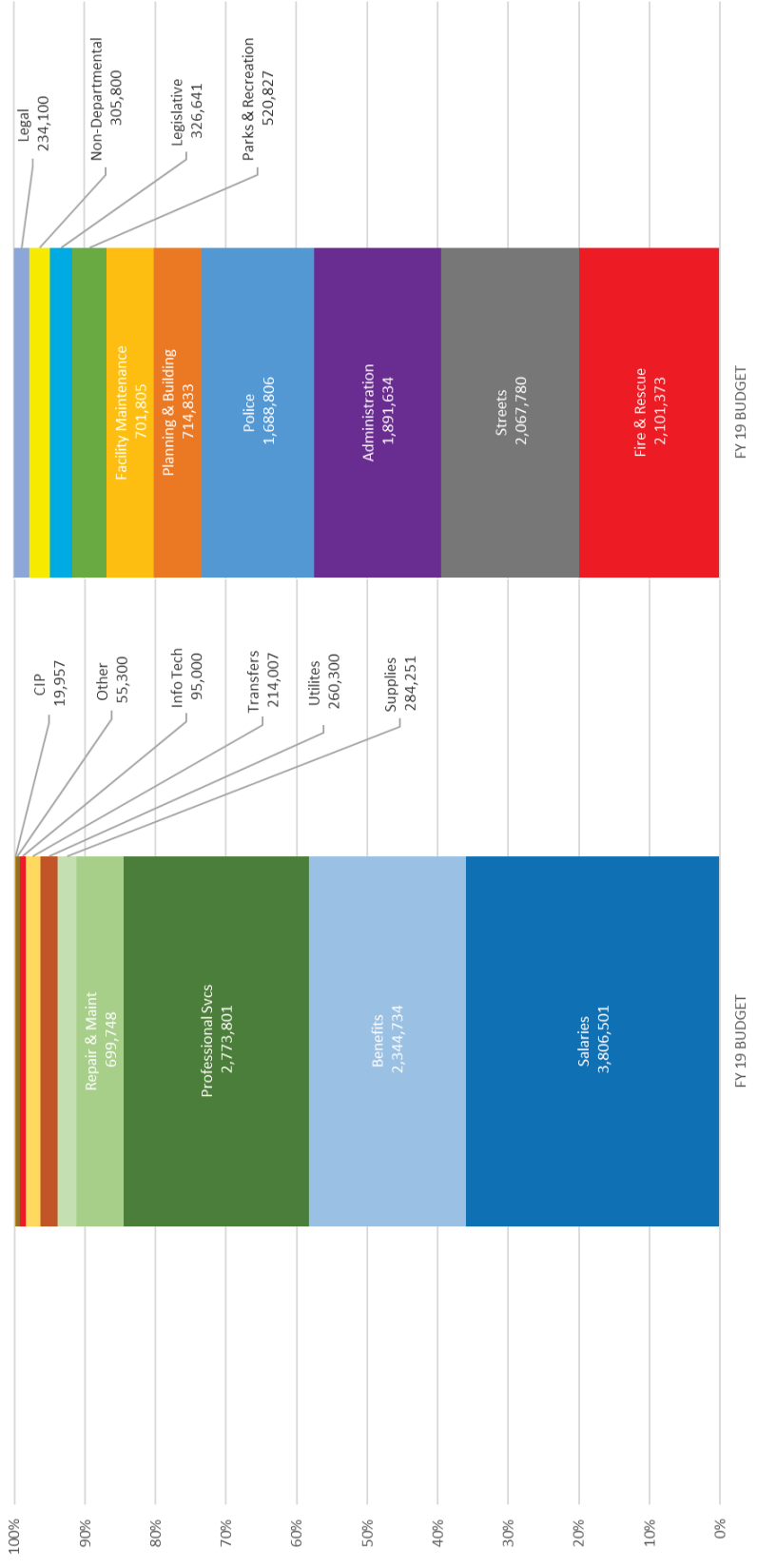
By


Gerald Seiffert, Mayor

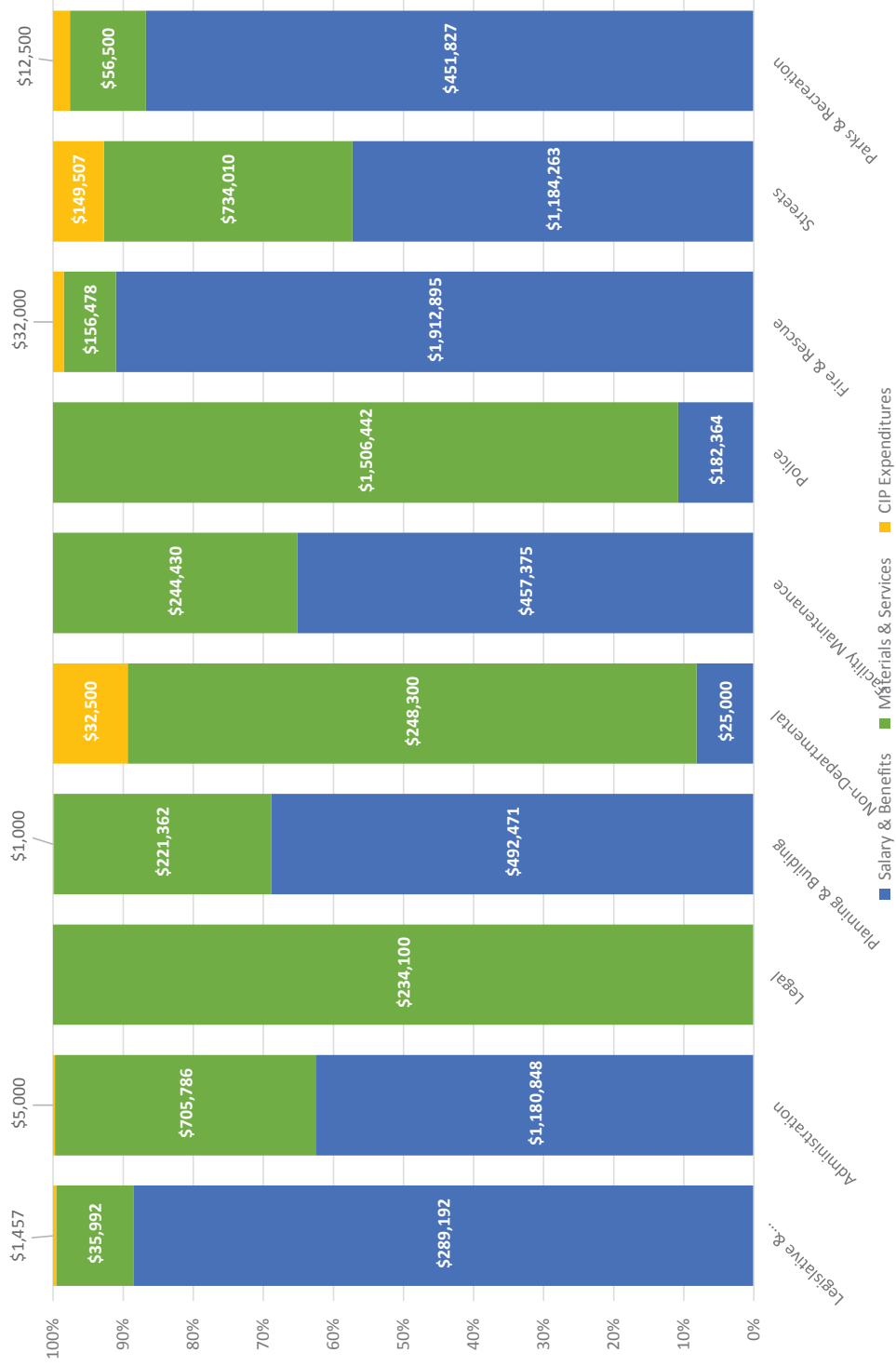
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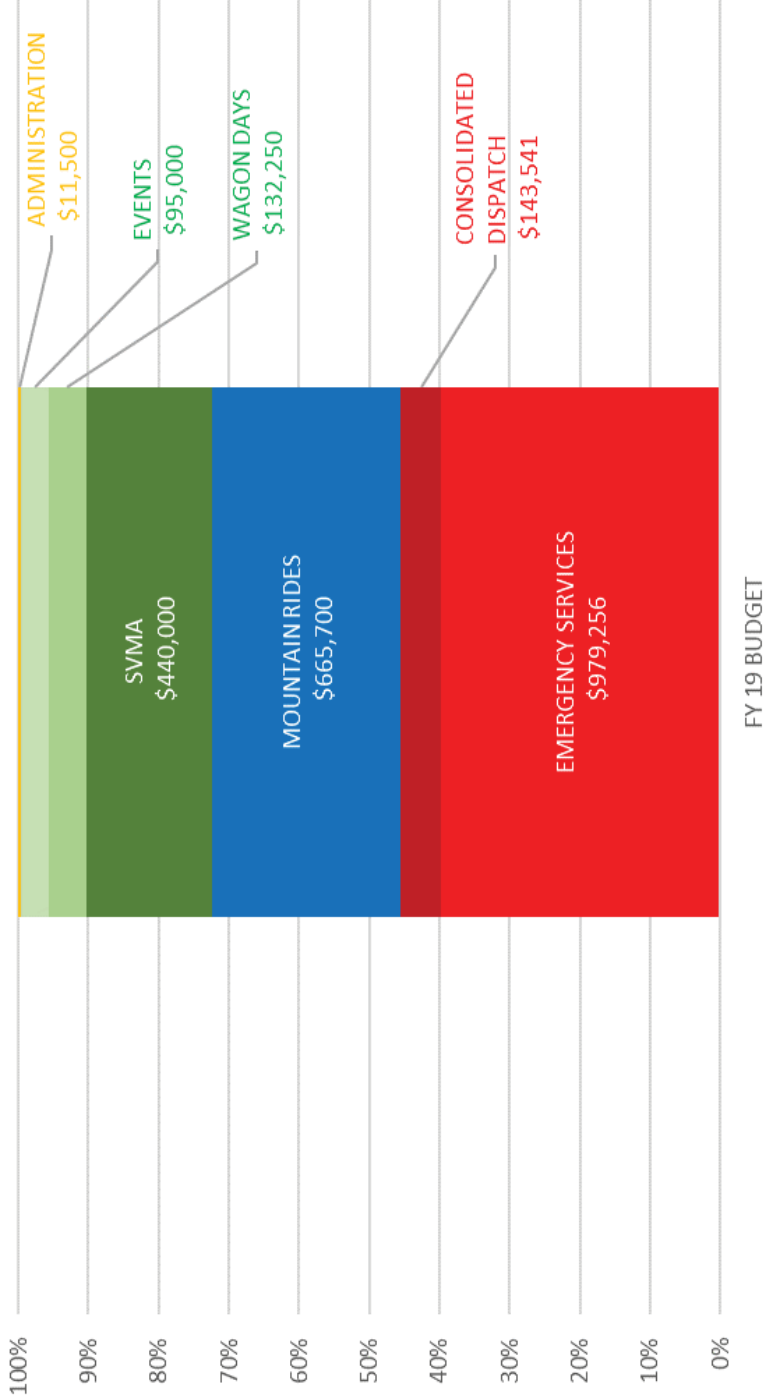
FY 19 GENERAL FUND EXPENDITURES



FY 19 GENERAL FUND BUDGET



FY 19 LOCAL OPTION TAX EXPENDITURES





Idaho Surveying & Rating Bureau, Inc.

1871 South Cobalt Point Way
Meridian, Idaho 83642

Tel: (208) 343-5483
FAX: (208) 895-8059

www.isrb.com
e-mail info@isrb.com

Joseph C. Harbacheck, CIC
Secretary - General Manager

October 15, 2015

Honorable Nina Jonas, Mayor
City of Ketchum
PO Box 2315
Ketchum, Idaho 83340

COPY

Dear Mayor Jonas:

I wish to thank you Mike Elle, Robbie Englehart and Robyn Mattison for the courtesies extended to me during my recent visit and confirm that class 3 continues to apply for the city.

The purpose of our visit was to gather information needed to determine a fire insurance classification which may be used in the calculations of property insurance premiums. This survey was not conducted for property loss prevention or life safety purposes and no life safety or loss prevention recommendations will be made.

This classification applies to properties with a needed fire flow of 3500 gpm or less. The private and public protection at properties with larger needed fire flows are individually evaluated, and may vary from the city classification.

We are enclosing a copy of the grading point breakdown.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Douglas H. Young
Senior Public Protection Representative

cc: Mike Elle, Fire Chief
Robyn Mattison, Public Works Director

enclosure



Idaho Surveying and Rating Bureau, Inc.

CITY of **KETCHUM**

Date of Evaluation **September 15, 2015** Report Printed

September 28, 2015

Fire Suppression Rating Schedule Report

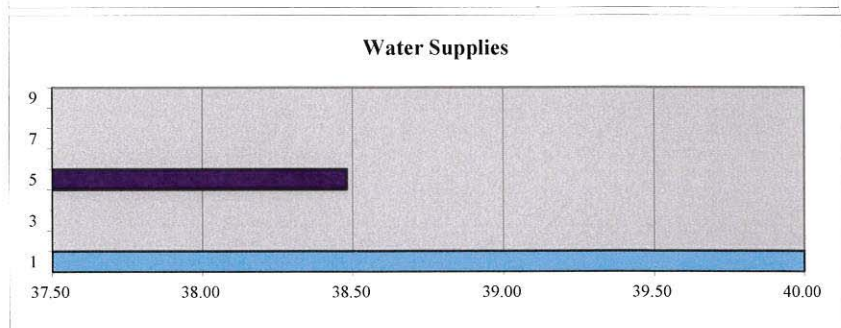
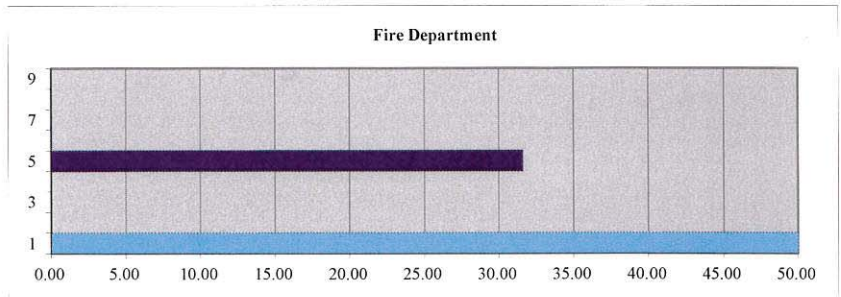
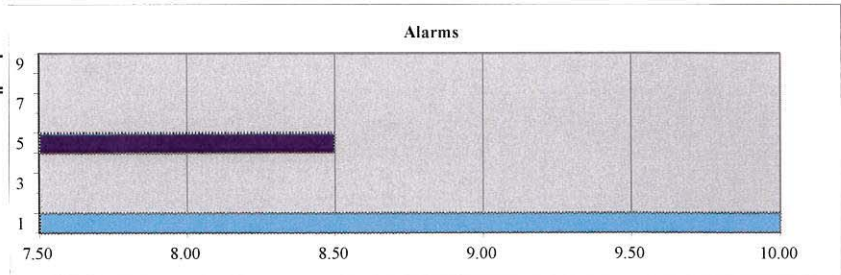
Categories Evaluated	Maximum Credit	Credit Received
Receiving and Handling of Alarms		
Credit for Telephone Service	2.00	2.00
Credit for Operators	3.00	3.00
Credit for Dispatch Circuits	5.00	3.50
TOTAL ALARM POINTS	10.00	8.50
Fire Department		
Credit for Engine Companies	10.00	9.43
Credit for Reserve Pumpers	1.00	0.62
Credit for Pump Capacity	5.00	5.00
Credit for Ladder Service	5.00	4.33
Credit for Reserve Ladder/Service	1.00	0.00
Credit for Distribution	4.00	3.41
Credit for Company Personnel	15.00	4.48
Credit for Training	9.00	4.35
TOTAL FIRE DEPARTMENT POINTS	50.00	31.62
Water Supplies		
Credit for Water System(s)	35.00	34.68
Credit for Hydrants	2.00	2.00
Credit for Inspection & Conditions	3.00	1.80
TOTAL WATER SUPPLIES POINTS	40.00	38.48

SUMMARY Fire Defense Classification = **3**

Total Grading Points **78.60**

Divergency **- 6.59**

Final Grading Points **72.01**





Idaho Surveying & Rating Bureau, Inc.

1871 South Cobalt Point Way
Meridian, Idaho 83642

Tel: (208) 343-5483
FAX: (208) 895-8059

www.isrb.com
e-mail info@isrb.com

Joseph C. Harbacheck, CIC
Secretary - General Manager

October 15, 2015

Mike Elle, Fire Chief
Ketchum Rural Fire District
PO Box 966
Ketchum, Idaho 83340

RE: Results of the ISRB Public Protection Classification Evaluation

Dear Chief Elle:

Thank you for your assistance with the evaluation of the Ketchum Rural Fire District. Based on this evaluation the following results will be made available to the companies using the services of the Idaho Surveying & Rating Bureau, Inc.:

Location of property to be insured.	Public Protection Class for Dwelling and Homeowners	Public Protection Class for Commercial Property and Farms
Within 1000 ft of a fire hydrant/pumper connection on one of the water systems listed below	5	5
Within 5 miles of a fire station listed below	8	9
Between 5 & 10 miles to a fire station listed below	9	9
Over 10 miles to a fire station listed below	10	10
Listed Water Systems:	See attached sheet.	
Listed Fire Stations:	480 East Avenue, 12205 Highway 75, 13300 Highway 75, Ketchum	

These new classifications will be effective January 1, 2016.

The classifications listed above are not applicable to those properties with a Needed Fire Flow greater than 3,500 gallons per minute. Those properties, if any, will be evaluated on an individual basis and may vary from the classes listed above.

The purpose of this evaluation is to determine a property insurance classification. The evaluation was not conducted for property loss prevention or life safety purposes and no life safety or property loss prevention recommendations will be made. The numerical classes are a property insurance pricing tool. The results of this evaluation is not intended to analyze all aspects of a comprehensive public protection program and should not be used for purposes other than insurance pricing.

Please find a *Fire Suppression Rating Schedule* Report.

I would like to thank you and Robbie Englehart for the courtesies extended to me during my visit.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Douglas H. Young
Senior Public Protection Representative

enclosure



Idaho Surveying and Rating Bureau, Inc.

CITY of **KETCHUM RURAL**

Date of Evaluation **September 16, 2015** Report Printed

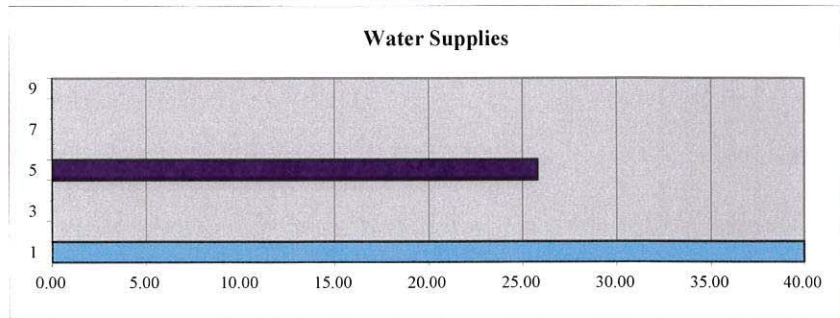
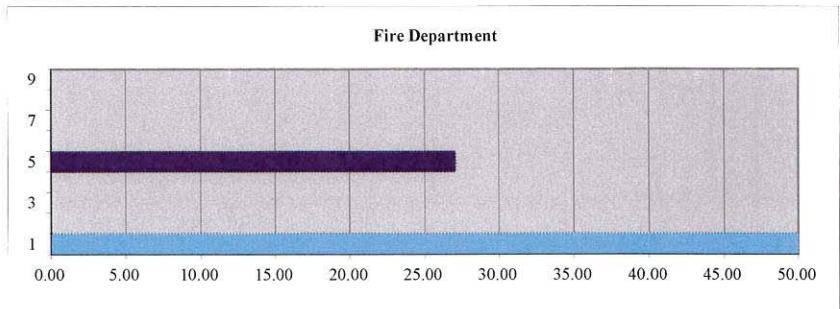
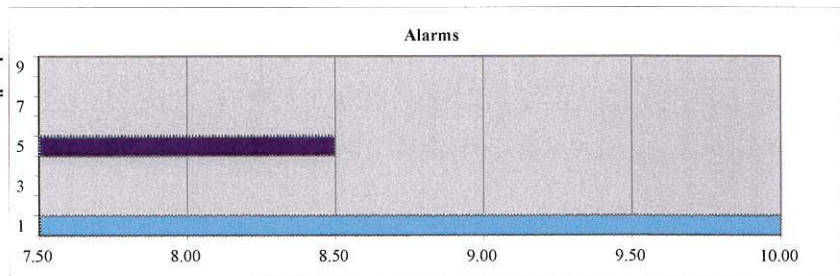
October 15, 2015

Fire Suppression Rating Schedule Report

Categories Evaluated	Maximum Credit	Credit Received
Receiving and Handling of Alarms		
Credit for Telephone Service	2.00	2.00
Credit for Operators	3.00	3.00
Credit for Dispatch Circuits	5.00	3.50
TOTAL ALARM POINTS	10.00	8.50
Fire Department		
Credit for Engine Companies	10.00	9.43
Credit for Reserve Pumps	1.00	0.62
Credit for Pump Capacity	5.00	5.00
Credit for Ladder Service	5.00	1.49
Credit for Reserve Ladder/Service	1.00	0.19
Credit for Distribution	4.00	1.58
Credit for Company Personnel	15.00	4.45
Credit for Training	9.00	4.35
TOTAL FIRE DEPARTMENT POINTS	50.00	27.11
Water Supplies		
Credit for Water System(s)	35.00	22.07
Credit for Hydrants	2.00	1.90
Credit for Inspection & Conditions	3.00	1.84
TOTAL WATER SUPPLIES POINTS	40.00	25.81

SUMMARY Fire Defense Classification = **5**

Total Grading Points	61.42
Divergency	- 2.06
Final Grading Points	<u>59.36</u>



Ketchum Municipal Water System
Cold Springs Water System
Dip Creek Water System
River Woods
Flowers Mill Water System
Hulen Meadows Water System
Heatherlands Water Systems
Golden Eagle Water System
Green horn Gulch Water system
Aspen Hollow Water System
Comfort Circle Water System
Stone Gate Water System
Starlite Court Water System
High Meadows Water System
114 Lake Creek Meadow (Pond)
13412 Highway 75 (Lucas Pond)
134 Gin Ridge Rd. (Pond)
106 Thunder Road (Pond)
110 Grove Creek (Pond)
105 Camas (Rinker Pond)
93 Gimlet Rd. (Pond)
203 Pioneer Mtn. Road (Pond)
118 Wall St. (Pond)
117 Deer Run (Pond)
89 Gimlet Rd. (Pond)
209 Sutton Place (Pond)
12496 Hwy 75 (Engles Pond)
13556 Hwy 75 (Pond)
166 Barlow Rd. (Pond)
99 Adams Gulch (Pond)
102 Fox Creek (Pond)
85 Eagle Creek Rd. (Pond)
47 Eagle Creek (Pond)
50 Eagle Creek (Pond)
13505 Hwy 75 (Pond)
13460 Hwy 75 (Pond)
13442 Highway 75 (Pond)
13312 Hwy 75 (Pond)
112 Big Wood River Dr. (Pond)
44 Cliffside Dr. (Pond)
14 Hangar Rd.(Pond)
12589 Hwy 75 aka 599 Benjamin
435 East Fork Rd. (Pond)
321 Wall St.
106 and 107 Chocolate Gulch and 117 Polaris
The Meadows Water System



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing, deliberate, approve the 1st reading of the proposed zoning map amendment ordinance (Ordinance #1196), and waive the second and third readings

Recommendation and Summary

Staff is recommending the Council approve the proposed emergency ordinance and adopt the following motion:

“I move to approve the First Reading of proposed Ordinance #1196 by title only and to waive the second and third readings, finding the rezone consistent with the 2014 Comprehensive Plan and the zoning ordinance.”

The reasons for the recommendation include:

- The subject parcels each contain both Tourist (T) zoning and General Residential – Low Density (GR-L) zoning. This “split zoning” is problematic from a regulatory standpoint, particularly when a proposed building straddles two zoning districts that have different standards for setbacks, open space, uses, and so forth.



- The boundary line between the T and GR-L zones is the centerline of the former Union Pacific Railroad train tracks and right-of-way. Because the railroad no longer exists and the former right-of-way was vacated and incorporated into the subject parcels the boundary line no longer follows a logical physical or social barrier.
- The proposed rezoning is consistent with the 2014 Comprehensive Plan's future land use designation for the subject parcels (medium density residential) and the majority of land to the north, west, and southwest of the subject parcels are currently zoned GR-L.

Background

- This is an applicant-initiated request to rezone the subject parcels with the owners requesting to zone the parcels entirely GR-L. The owners have also concurrently submitted Design Review applications and Preliminary Plat applications to construct detached townhomes on two of the three subject parcels. The proposed development is compliant with GR-L zoning. The Planning and Zoning Commission has approved the Design Review and Preliminary Plat applications subject to rezoning. Waiving the second and third readings of the ordinance will facilitate approval of the pending building permits that have been submitted for lots 3A and 4A.
- Additional background information is detailed in the staff report prepared for the Planning and Zoning Commission's April 8, 2019 meeting. The Commission considered this rezone application on that date and recommended approval of the rezone. The April 8, 2019 staff report to the Commission is attached.

Attachments/Exhibits

- Ordinance 1196 and exhibits
- Staff report to the Planning and Zoning Commission dated April 8, 2019

ORDINANCE NO. 1196

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM ZONING MAP BY CHANGING THE ZONING DISTRICT DESIGNATION OF LOTS 1A, 3A, AND 4A OF BLOCK 67, KETCHUM TOWNSITE, FROM CONTAINING BOTH THE TOURIST (T) AND GENERAL RESIDENTIAL – LOW DENSITY (GR-L) ZONING DISTRICTS TO THE GENERAL RESIDENTIAL – LOW DENSITY (GR-L) ZONING DISTRICT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to zone property within the city pursuant to Idaho Code §67-6511; and

WHEREAS, Lots 1A, 3A, and 4A of Block 67, Ketchum Townsite, are zoned with both the Tourist (T) and General Residential – Low Density (GR-L) zoning districts; and

WHEREAS, pursuant to Ketchum City Code §17.152.030, the applicant initiated a zoning map amendment request to rezone the portions of Lots 1A, 3A, and 4A of Block 67, Ketchum Townsite, that are zoned Tourist (T) to General Residential – Low Density (GR-L) zoning, to ex GR-L; and

WHEREAS, the rezone has been considered at duly-noticed public hearings by the Planning & Zoning Commission on April 8, 2019 pursuant to Idaho Code §67-6509; and

WHEREAS, the zoning boundary line between the Tourist and GR-L zones in Block 67 is approximately the centerline of the former Union Pacific Railroad right-of-way, but the boundary line is no longer related to a physical barrier or parcel boundary because the railroad is no longer in operation and the right-of-way has been vacated and incorporated into Lots 1A, 3A, and 4A of Block 67; and

WHEREAS, applying the dimensional and use standards for two different zoning districts to buildings that span both districts is problematic; and

WHEREAS, the majority of parcels to the north, west, and southwest of the subject parcels are zoned GR-L, are developed in accordance with the GR-L zoning district, and GR-L zoning for Lots 1A, 3A and 4A of Block 67 is consistent with the 2014 Comprehensive Plan's Future Land Use designation; and

WHEREAS, the Planning and Zoning Commission unanimously recommended rezoning subject Lots 1A, 3A and 4A of Block 67, Ketchum Townsite, from split Tourist/GR-L zoning to entirely GR-L zoning; and

WHEREAS, the Ketchum City Council on May 6th, 2019, having reviewed the proposed rezone request, and after considering the recommendation of the Planning and Zoning Commission and the comments and testimony of the public, have determined that the GR-L zone is the most appropriate zoning district for the subject lots;

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

Section 1: The City of Ketchum Zoning Map shall be amended to show a change in zoning designation from the existing split Tourist (T)/General Residential – Low Density (GR-L) Zoning District to the General Residential – Low Density (GR-L) Zoning District for Lots 1A, 3A, and 4A, Block 67, Ketchum Townsite, as set forth in Exhibit A attached hereto.

Section 2. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 3. 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 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit B, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this 6th day of May 2019.

APPROVED:

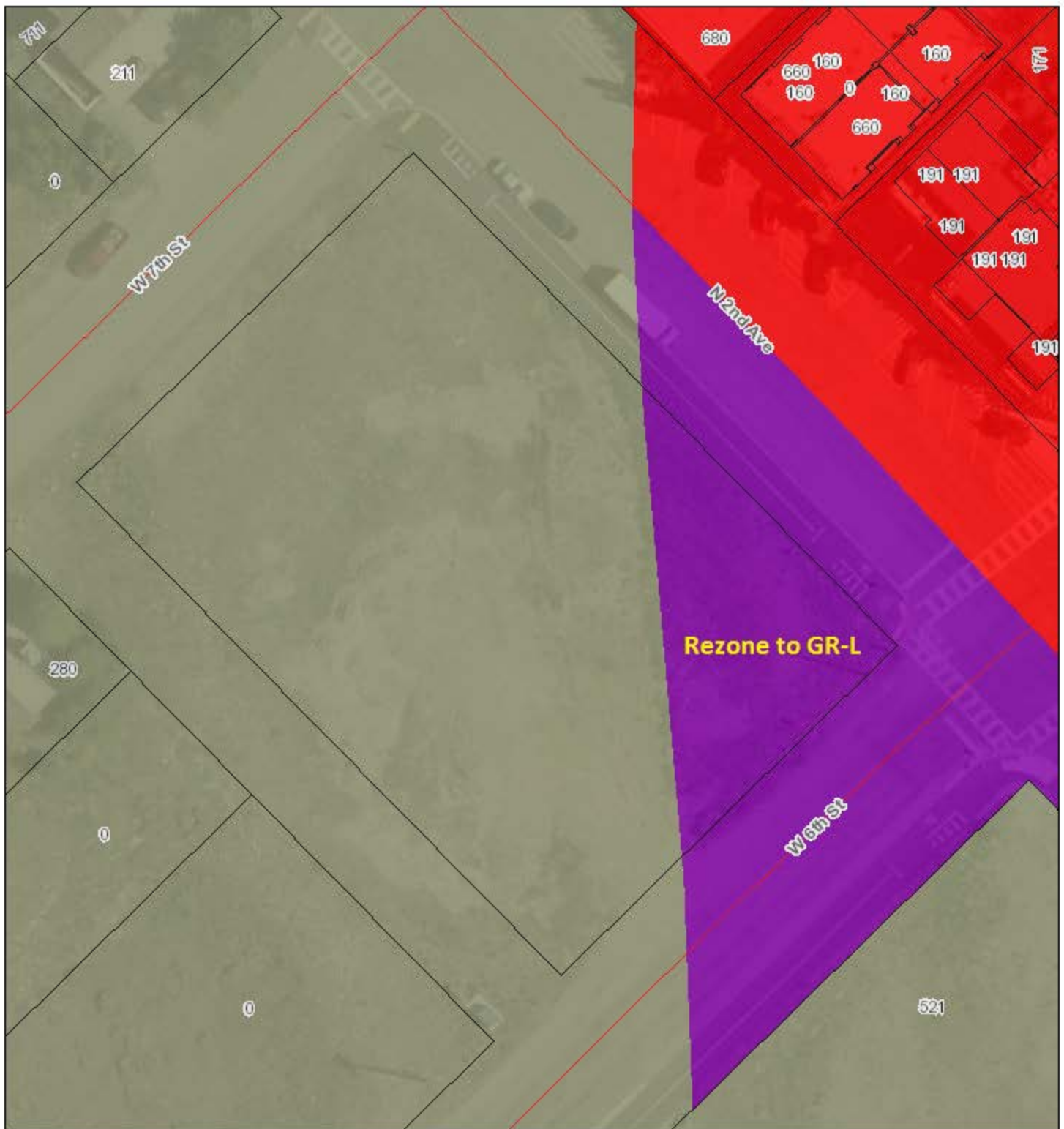
Neil Bradshaw, Mayor

ATTEST:

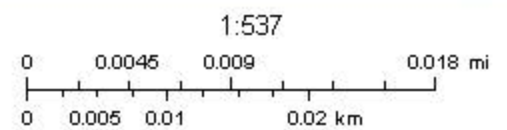
Robin Crotty, City Clerk

Exhibit A

Zoning Map



May 6, 2019



City of Keokuk, Boone County

Made by: Boone County GIS

Exhibit B

PUBLICATION SUMMARY OF ORDINANCE NO. 1196

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF KETCHUM ZONING MAP BY CHANGING THE ZONING DISTRICT DESIGNATION OF LOTS 1A, 3A, AND 4A OF BLOCK 67, KETCHUM TOWNSITE, FROM CONTAINING BOTH THE TOURIST (T) AND GENERAL RESIDENTIAL – LOW DENSITY (GR-L) ZONING DISTRICTS TO THE GENERAL RESIDENTIAL – LOW DENSITY (GR-L) ZONING DISTRICT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1196 of the City of Ketchum, Blaine County, Idaho, adopted on _____ 2019, is as follows:

- SECTION 1.** Amends the official zoning map of the City of Ketchum to show a change in zoning designation from the existing split Tourist (T)/General Residential – Low Density (GR-L) Zoning District to the General Residential – Low Density (GR-L) Zoning District for Lots 1A, 3A, and 4A of Block 67, Ketchum Townsite.
- SECTION 2.** Provides a repealer clause.
- SECTION 3.** Provides a savings and severability clause.
- SECTION 4.** Provides for publication of this Ordinance by Summary.
- SECTION 5.** 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.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors

Recommendation to Approve contract for services with Galena Engineering for work to calculate Water Service Connection Fees.

Recommendation and Summary

Staff recommends Council approve the contract with Galena Engineering and adopt the following motion:

I move to enter into contract #20337 with Galena Engineering to calculate Water Service Connection Fees in the amount of \$28,750.00.

The reasons for the recommendation are as follows:

- The City Water Division now finds itself in a position to review the transition from an Impact fee structure to a Connection Fee structure. This will allow funds to be directed to pay for maintenance, depreciation, and replacement of system components.

Introduction and History

The City is currently updating the approach and methodology for development impact fees. For water and wastewater fees, the City is moving towards a connection fee instead of an impact fee. To proceed, a detailed study is required. The State of Idaho allows for this fee structure. As stated above the fees will be used for maintenance, depreciation, and replacement of system components. The fee may also include an "equity buy in" for the new user. Essentially the burden of new connections will be born by the new user and not spread to existing users through the rate structure.

This study relates to water and waste water fees. The City also has impact fees for Parks, Street, Police and Fire. These fees also must be updated. Staff is working with the City Attorney to identify a firm to prepare a study to update these other fees.

While the update process is underway, the collection of impact fees for new development is being deferred until certificate of occupancy instead of issuance of a building permit. It is anticipated the fee update and new fees will be in place by November 2019. No project subject to impact fees are anticipated to obtain a certificate of occupancy before November.

Analysis

In accordance with City guidelines two proposals were requested and received. HDR engineering submitted a proposal for \$17,500.00 for water alone. Galena Engineering submitted a proposal for \$28,750.00 for both water and wastewater.

Staff recommends accepting the Galena Engineering proposal.

Financial impact

Funds for the Connection Fee Calculations will be drawn from the professional services line item in the Water & Wastewater Divisions budget.

Attachments:

Scope and fee estimate
Galena Engineering proposals

**GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

PROJECT NUMBER: 1318-175

PROJECT NAME: Ketchum Water Connection Fee Calculations

CLIENT: City of Ketchum

CONTACT: Pat Cooley

COMPANY: City of Ketchum

Telephone _____ Cellular 208-720-7978

Fax _____ Email pcooley@ketchumidaho.org

BILLING ADDRESS:

City of Ketchum

(Owner? yes or no)

PO Box 2315

(Address)

Ketchum, ID 83340

(City, State, Zip)

JOB LOCATION:

City of Ketchum

THIS AGREEMENT entered into this 26th day of March, 2018, between City of Ketchum, (the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Hailey, ID (GALENA).

WHEREAS, the CLIENT intends to calculate water service connection fees.

The CLIENT will furnish to GALENA information necessary to perform our task.

SERVICES TO BE PERFORMED BY GALENA

GALENA will perform work per the attached scope and fee estimate.

GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER

NOW THEREFORE, the CLIENT and the GALENA in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and land surveying services by the GALENA and the payment for those services by the CLIENT, as set forth as below:

ANY ESTIMATE GIVEN IS TO BE CONSIDERED AN APPROXIMATION OF THE AVERAGE COST OF THIS TYPE OF JOB. It is by no means to be used as a quotation to determine the final billing price of this agreement. Unless specified, all work will be charged on a time and materials basis, plus any expenses directly related to this Agreement. In addition, there will be charges for alterations, or extras deviating from the original instructions.

BASIS OF FEE AND BILLING SCHEDULE

ESTIMATED FEE COST: \$15,750 per attached scope and fee estimate

RETAINER:

Will be required in the Amount of \$ _____ OR Will not be required

The CLIENT will pay GALENA for their services and expenses as follows:

TIME OR TIMES OF PAYMENT

GALENA will bill The CLIENT on or about the first of each month. The CLIENT will make payment to GALENA before the end of the month following the receipt of a bill from GALENA on account of their services and expenses. If the CLIENT fails to make any payment due GALENA on account of their services and expenses within 30 days after receipt of GALENA'S bill, the amounts due GALENA shall bear interest at the rate 18% per annum from said 30 days, and in addition, GALENA may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

LIMIT OF LIABILITY

The CLIENT agrees to limit GALENA'S liability to the CLIENT and to all construction contractors and subcontractors on the project arising from GALENA'S negligent acts, errors or omissions such that the total aggregate liability of GALENA to all those named shall not exceed GALENA'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor a similar limitation of the liability of GALENA and of the CLIENT, to the contractor and his subcontractors due to GALENA' S negligent acts, errors or omissions.

TERMINATION

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, GALENA will be paid for services rendered to the date of such termination on the basis of time and material costs involved thereto.

ATTORNEY'S FEES

Should either party breach this Agreement, and suit has to be instituted upon it, the prevailing party shall be entitled to an award of reasonable attorney's fees to be set by the Court, in addition to all costs.

**GALENA ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Fully executed Agreement will be considered as authorization for GALENA to proceed with services.

CLIENT
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Sean Flynn
President
Galena Engineering, Inc
317 North River Street
Hailey, ID 83333



BY : _____

BY : Sean Flynn

TITLE: _____

TITLE: President

Date: _____

Date: 03/26/19

Internal use only

REMARKS:

Project Manager: SF File Assignment: SF

Ownership verified with BC GIS by: SF

New Job? yes or no If no, New File? yes or no

Old Job: _____
(any information that may be pertinent to finding the old job file and #)

Posted _____

Scope and Fee Estimate for City of Ketchum - Water Connection Fee Calculations

S. Stahlnecker, Date: 03/26/19 File: P:\proposals\opc Ketchum Connection Fee Calculations.xls

Item Number	Item Description	Project Engineer or Surveyor	Engineering Tech.	Survey Crew		Task Subtotals
				1st Person + Equipment	2nd Person	
	Hourly Rate	\$125	\$100	\$130	\$65	

1.00 Water Connection Fees

1.01	Prepare Base Maps for System Component List	2	8			\$1,050
1.02	Coordinate with Staff- System Installation and Construction Cost History (Water Supply & Storage and Distribution Systems)	6				\$750
1.03	Research to Confirm Installation Dates of Unknown Components	6	12			\$1,950
1.04	Review Water Facilities Plan	6				\$750
1.05	Quantify and Compile System Component List	20	20			\$4,500
1.06	Coordinate with Staff to Obtain System and User Information	8				\$1,000
1.07	Prepare Connection Fee Calculations	24	10			\$4,000
1.08	Memo to City with Findings	8				\$1,000
1.09	City Council Presentation	6				\$750
	Man Hours Subtotal	86	50	0	0	
	Opinion of Probable Cost Per Position	\$10,750	\$5,000	\$0	\$0	
	Opinion of Probable Cost This Task					\$15,750

Opinion of Probable Cost for Ketchum Water Connection Fee Calculations	\$15,750
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City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve 2019 Sidewalk Infill Construction Contract #20334 with Allen Construction, Inc.

Recommendation and Summary

Staff recommends Council approve a Construction Agreement with Allen Construction, Inc. and adopt the following motion:

"I move to enter into a contract with Allen Construction, Inc. in the amount of \$301,039.18 for a total project approval amount of \$373,799.18 which includes construction contingency and lighting procurement."

The reasons for the recommendation are as follows:

- Provide pedestrian connectivity within the Community Core
- Provide safe routes for pedestrian travel
- Continued support for City's vision to provide a comprehensive pedestrian circulation system

Introduction and History

Providing a safe, complete, and comprehensive pedestrian circulation system has been a vision of the city identified in various plans and studies including: the Ketchum Walkability Project, the Ketchum Comprehensive Plan (2014) Policy M-5.1, The Ketchum Downtown Master Plan, and the Blaine County Community Bicycle and Pedestrian Master Plan. The Ketchum Walkability Project and city staff identified various sections of missing sidewalk links within the community core and adjacent areas that would enhance pedestrian infrastructure within the city. The goal was to provide safe routes for pedestrians traveling to and within the community core.

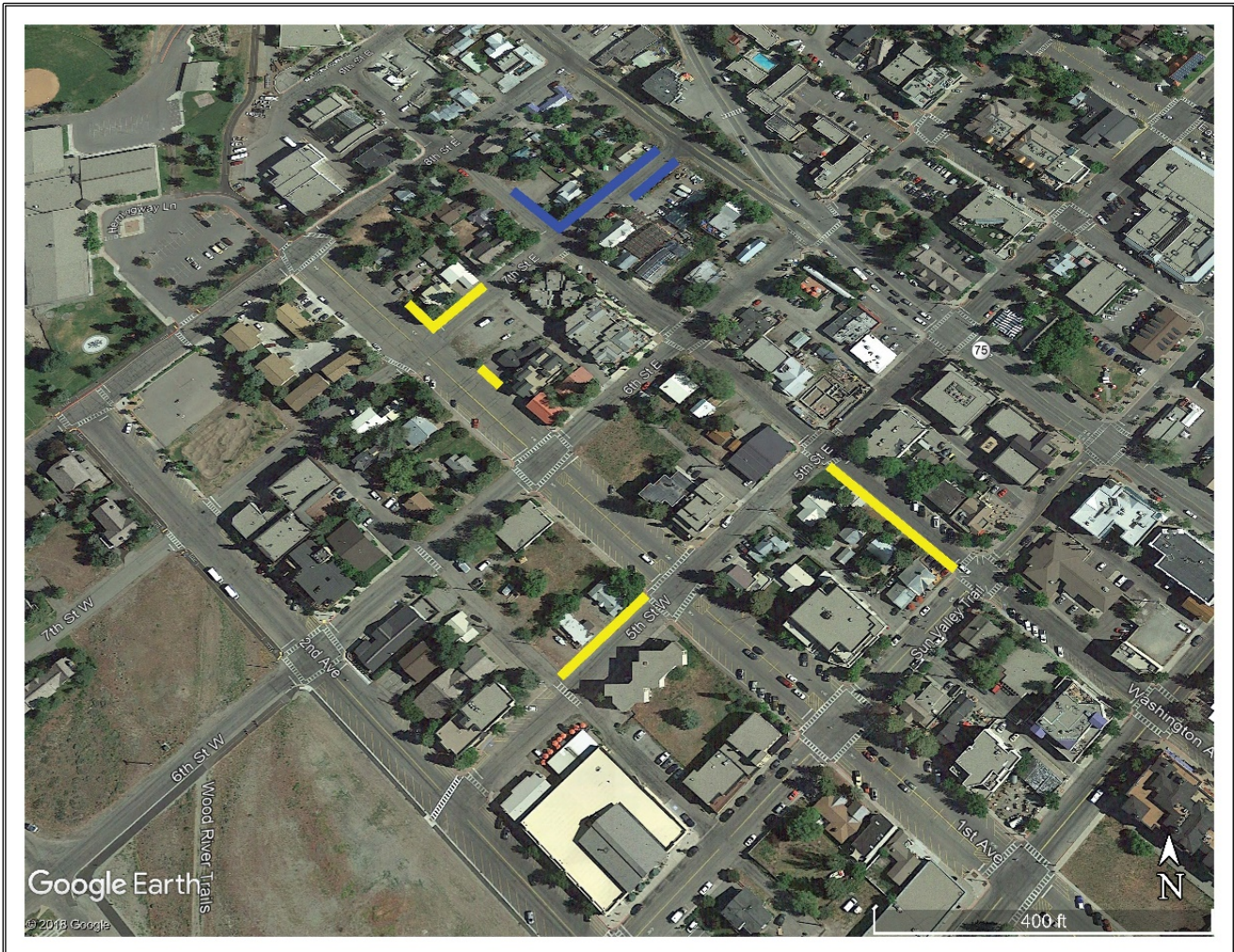
Analysis

In coordination with the KURA on November 26, 2018 Council approved a contract with Galena Engineering, Inc. for the sidewalk design and surveying services for various sections of missing sidewalk within the Community Core. The new sidewalk segments were designed in accordance to meet ISPWC (Idaho Standards for Public Works Construction), ADA (Americans with Disabilities Association), and city Right-of-Way standards.

Per Idaho Public Works Construction Bidding procedures the project was formally bid and noticed. Bid notices were published in the Idaho Mountain Express on Wednesday, March 27, 2019 and Wednesday, April 3, 2019. Bid documents were posted online on the City of Ketchum's website as well as the Association of General Contractors (AGC) website. In addition, the City Engineer directly contacted local contractors in the Wood River Valley and Shoshone to inform them of the project.

An optional Pre-bid walk was held on Tuesday, April 9, 2019. In total 7 contractors attended the meeting as well as the City Engineer.

The sidewalk sections shown in yellow (base bid) and blue (bid options) were included as part of the contractor’s bid.



Bids were opened and read out loud on Friday, April 12, 2019. The City received 1 qualified bid as summarized below:

Bidder/Contractor	Base Bid (yellow)	Bid Options (blue)	Total
Allen Construction, Inc.	\$301,039.18	\$398,533.89	\$699,573.07

The low and only bidder was Gooding based Allen Construction, Inc. in the amount of \$699,573.07 Staff has reviewed the contractors bid and compared costs to prior years bids. Though costs have increased from prior years the bid is competitive. The contractor will provide all the necessary materials, labor and equipment to complete the project.

As a governmental agency the City is exempt from paying sales tax when purchasing equipment therefore the City has elected to procure the 5 new lights for this project.

If the contract is approved, Notice of Award will be given May 7, 2019 followed by the Notice to Proceed May 13, with construction likely beginning shortly thereafter weather depending.

Financial Impact

The total estimated project cost is \$373,799.18. Below is a summary of the estimated costs for the project:

- Construction contract for the base bid amount of \$301,039.18
- Standard 10% city-held construction contingency of \$30,100.00. Contingency funds will only be used on an as needed basis during construction. Funds not used will remain in the City budget
- Procurement of 5 City standard SolarOne lights in the amount of \$42,660.00.

The KURA has been a partner in this project since inception and has approximately \$140,000 remaining in its infrastructure improvement budget with another approximately \$125,000 available as unallocated contingency funds. The City will formally request \$250,000 from the KURA at its May 20, 2019, meeting. The balance of project funds, \$123,799.18, will be funded from the City's General Capital Improvement Fund balance. Appropriation of those funds will come before Council later this fiscal year.

Attachments:

Contractors Bid Form – Allen Construction, Inc.
Construction Agreement

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

1. CONTRACT PRICE FOR SITE Q3-1: 5TH ST. (ALLEY BLOCK 55 TO 1ST AVE.)

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 1.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 1.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 1.03 Each item to be bid shall be completely filled in by the Contractor.

BID SCHEDULE FOR SITE Q3-1: 5TH ST. (ALLEY BLOCK 55 TO 1ST AVE.)

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	5575	5575 ⁰⁰
2	SS-8	Traffic Control and Detours	LS	1	6016 ⁰⁰	6016 ⁰⁰
3	D01 SS-12	Sawcut Asphalt				Incidental to Asphalt Removal
4	D01	Existing Asphalt Removal	SF	1516	2.30	3486 ⁸⁰
5	D02 SS-13	Remove and Dispose of Concrete	SF	62	7.70	477 ⁴⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings				Incidental to Concrete Removal
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	214	7.70	1647 ⁸⁰
8	D04	Remove and dispose of tree and root ball	EA	1	550	550 ⁰⁰
9	D05a SS-6	Remove sign: retain and return to owner	EA	1	110	110 ⁰⁰
10	D05b SS-6	Remove and retain sign to be relocated to new sidewalk	EA	1	110	110 ⁰⁰
11	D06 SS-14	Remove Pavers. Reuse as necessary for C12 and return remain pavers to owner	SY	21	63	1323 ⁰⁰
12	D07 SS-3	Obliterate Pavement Markings	SF	274	3.85	1054 ⁹⁰
13	ISPWC 202	Excavation	CY	65	44	2860 ⁰⁰
14	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	32	368 ⁰⁰	11,776 ⁰⁰
15	C02a	Concrete 6" vertical curb and gutter	LF	6	40	240 ⁰⁰
16	C02b	Concrete curb transition	LF	32	40	1280 ⁰⁰

660045-15

BID ADDENDUM 1 - BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
17	C02c	Concrete 0" reveal curb and gutter	LF	16	40 ⁰⁰	640 ⁰⁰
18	C02d	Concrete 6" rolled curb and gutter	LF	133	40 ⁰⁰	5320 ⁰⁰
19	C02e	Concrete 4'-wide valley gutter	SY	14	78 ⁰⁰	1092 ⁰⁰
20	C03a	Construct concrete sidewalk: Flat work	SY	125	63 ⁰⁰	7875 ⁰⁰
21	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	158	65 ⁰⁰	10270 ⁰⁰
22	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	148	39 ⁰⁰	5772 ⁰⁰
23	ISPWC 802 Type I	¾"(-) crushed aggregate base: 4" compacted depth	TON	65	45 ⁰⁰	2925 ⁰⁰
24	C04a SS-5	Pavement Striping: 12" crosswalk striping	LF	252	1.65	415.80
25	C04b SS-5	Pavement Striping: 4" parking striping	LF	70	.60	42 ⁰⁰
26	C04c SS-5	Pavement Striping: 24" stop bar and crosswalk striping	LF	216	2.20	475.20
27	C05 SS-11	Cast Iron truncated dome detectable warning inserts	SF	46	52.18	2400.28
28	C06	Install catch basin See detail 8/C.02	EA	1	2750	2750 ⁰⁰
29	C07	12 ADS N-12 Storm Drain Pipe	LF	4	55 ⁰⁰	220 ⁰⁰
30	C08 SS-19	Install drywell (6'x6'), See detail 9/C.02	EA	1	3850 ⁰⁰	3850 ⁰⁰
31	C09 SS-6	Relocate Existing STOP/street sign	EA	1	110 ⁰⁰	110 ⁰⁰
32	C10	Construct Gravel Driveway See detail 12/C.02	SY	8	26 ⁰⁰	208 ⁰⁰
33	C13 SS-4	Reset utility box lid elevation	EA	1	1000 ⁰⁰	1000 ⁰⁰
34	C18 SS-10	Relocate Existing Street Light	EA	1	2750 ⁰⁰	2750 ⁰⁰
35	C17 SS-9	Install Street Light: Solar (Off-Grid)	EA	1	1700 ⁰⁰	1700 ⁰⁰
36	C19 SS-3	Relocate Gate Valve out of concrete valley gutter	EA	1	2000 ⁰⁰	2000 ⁰⁰
37	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150 ⁰⁰	150 ⁰⁰
38	SS-20	Construction Surveying	LS	1	2200 ⁰⁰	2200 ⁰⁰
Q3-1 5 TH ST. (FROM ALLEY BLOCK 55 TO 1 ST AVE. TOTAL BASE BID AMOUNT						490672.18

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

2. CONTRACT PRICE FOR SITE Q3-5: 660 N. 1st Avenue

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 2.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 2.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 2.03 Each item to be bid shall be completely filled in by the Contractor.

BID SCHEDULE FOR SITE Q3-5: 660 N. 1st Avenue

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	4400	4400 ⁰⁰
2	SS-8	Traffic Control and Detours	LS	1	6016	6016 ⁰⁰
3	D01 SS-12	Sawcut Asphalt			Incidental to Asphalt Removal	
4	D01	Existing Asphalt Removal	SF	964	2 ³⁰	2217 ²⁰
5	D02 SS-13	Remove and Dispose of Concrete	SF	36	7 ⁷⁰	277 ²⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings			Incidental to Concrete Removal	
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	5	22 ⁰⁰	110 ⁰⁰
8	D06 SS-14	Remove Pavers. Reuse as necessary for C12 and return remain pavers to owner	SY	11	63 ⁰⁰	693 ⁰⁰
9	ISPWC 202	Excavation	CY	20	44 ⁰⁰	880 ⁰⁰
10	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	10	368 ⁰⁰	3680 ⁰⁰
11	C02a	Concrete 6" vertical curb and gutter	LF	19	40 ⁰⁰	760 ⁰⁰
12	C02b	Concrete curb transition	LF	8	40 ⁰⁰	320 ⁰⁰
13	C02c	Concrete 0" reveal curb and gutter	LF	41	40 ⁰⁰	1640 ⁰⁰
14	C03a	Construct concrete sidewalk: Flat work	SY	36	63 ⁰⁰	2268 ⁰⁰
15	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	8	65	520 ⁰⁰
16	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	36	40 ⁰⁰	1440 ⁰⁰
17	ISPWC 802 Type I	3/4"(-) crushed aggregate base: 4" compacted depth	TON	18	45 ⁰⁰	810 ⁰⁰

36.00

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
18	C06	Install catch basin See detail 8/C.02	EA	1	2750	2750 ⁰⁰
19	C07	12 ADS N-12 Storm Drain Pipe	LF	6	50	300 ⁰⁰
20	C08 SS-19	Install drywell (6'x6'), See detail 9/C.02	EA	1	3850	3850 ⁰⁰
21	C12 SS-18	Install Paver Sidewalk/Driveway See detail 6/C.02	SY	14	63	882 ⁰⁰
22	C17 SS-9	Install Street Light: Solar (Off-Grid)	EA	1	1700	1700 ⁰⁰
23	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150	150 ⁰⁰
24	SS-20	Construction Surveying	LS	1	2200	2200 ⁰⁰
Q3-5: 660 N 1ST AVENUE. TOTAL BASE BID AMOUNT						#37 863⁴⁰

11 522

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

3. CONTRACT PRICE FOR SITE Q3-6: N CORNER of 1st AVENUE and 7th Street

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 3.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 3.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 3.03 Each item to be bid shall be completely filled in by the Contractor.

BID SCHEDULE FOR SITE Q3-6: N CORNER of 1st AVENUE and 7th Street

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	5075	5075 ⁰⁰
2	SS-8	Traffic Control and Detours	LS	1	6016	6016 ⁰⁰
3	D01 SS-12	Sawcut Asphalt				Incidental to Asphalt Removal
4	D01	Existing Asphalt Removal	SF	854	2 ³⁰	1964 ²⁰
5	D02 SS-13	Remove and Dispose of Concrete	SF	59	7 ²⁰	454 ³⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings				Incidental to Concrete Removal
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	291	7 ²⁰	2240 ²⁰
8	D04	Remove and dispose of tree and root ball	EA	3	550	1650 ⁰⁰
9	D05b SS-6	Remove and retain sign to be relocated to new sidewalk	EA	2	110	220 ⁰⁰
10	D06 SS-14	Remove Pavers. Reuse as necessary for C12 and return remain pavers to owner	SY	96	63	6048 ⁰⁰
11	D08 SS-7	Relocate Fire Hydrant				Incidental to C11
12	ISPWC 202	Excavation	CY	66	44	2904 ⁰⁰
13	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	36	368 ⁰⁰	13248 ⁰⁰
14	C02a	Concrete 6" vertical curb and gutter	LF	98	40 ⁰⁰	3920 ⁰⁰
15	C02b	Concrete curb transition	LF	30	40 ⁰⁰	1200 ⁰⁰
16	C02c	Concrete 0" reveal curb and gutter	LF	38	40 ⁰⁰	1520 ⁰⁰
17	C02d	Concrete 6" rolled curb and gutter	LF	50	40 ⁰⁰	2000 ⁰⁰

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
18	C02e	Concrete 4'-wide valley gutter	SY	9	78 ⁰⁰	702 ⁰⁰
19	C02f	Concrete 6" vertical curb	LF	13	50 ⁰⁰	650 ⁰⁰
20	C03a	Construct concrete sidewalk: Flat work	SY	164	63 ⁰⁰	10332 ⁰⁰
21	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	29	65 ⁰⁰	1885 ⁰⁰
22	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	131	40 ⁰⁰	5240 ⁰⁰
23	ISPWC 802 Type I	¾"(-) crushed aggregate base: 4" compacted depth	TON	62	45 ⁰⁰	2790 ⁰⁰
24	C04a SS-5	Pavement Striping: 12" crosswalk striping	LF	268	165	442 ⁰⁰
25	C04b SS-5	Pavement Striping: 4" parking striping	LF	243	60	145 ⁸⁰
26	C04c SS-5	Pavement Striping: 24" stop bar and crosswalk striping	LF	212	2 ²⁰	466 ⁴⁰
27	C05 SS-11	Cast Iron truncated dome detectable warning inserts	SF	48	50 ⁰⁰	2400 ⁰⁰
28	C06	Install catch basin See detail 8/C.02	EA	1	2750 ⁰⁰	2750 ⁰⁰
29	C07	12 ADS N-12 Storm Drain Pipe	LF	14	50 ⁰⁰	700 ⁰⁰
30	C08 SS-19	Install drywell (6'x6'), See detail 9/C.02	EA	1	3850 ⁰⁰	3850 ⁰⁰
31	C09 SS-6	Relocate Existing STOP/street sign	EA	1	110 ⁰⁰	110 ⁰⁰
32	C11 SS-7	Relocate Fire Hydrant	EA	1	1100 ⁰⁰	1100 ⁰⁰
33	C12 SS-18	Install Paver Sidewalk/Driveway	SY	11	63 ⁰⁰	693 ⁰⁰
34	C13 SS-4	Reset utility box lid elevation	EA	1	1500 ⁰⁰	1500 ⁰⁰
35	C17 SS-9	Install Street Light: Solar (Off-Grid)	EA	2	1700 ⁰⁰	3400 ⁰⁰
36	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150 ⁰⁰	150 ⁰⁰
37	SS-20	Construction Surveying	LS	1	2200 ⁰⁰	2200 ⁰⁰
Q3-6 : N. CORNER OF 1 ST AVENUE AND 7 TH STREET TOTAL BASE BID AMOUNT						4506⁰⁰ \$89966 ⁶⁰

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

4. CONTRACT PRICE FOR SITE Q3-9: WASHINGTON AVE (5TH ST. TO 4TH ST.)

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 4.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 4.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 4.03 Each item to be bid shall be completely filled in by the Contractor.

BID SCHEDULE FOR SITE Q3-9: WASHINGTON AVE (5TH STREET TO 4TH STREET)

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	5075 ⁰⁰	5075 ⁰⁰
2	SS-8	Traffic Control and Detours	LS	1	6016 ⁰⁰	6016 ⁰⁰
3	D01 SS-12	Sawcut Asphalt				Incidental to Asphalt Removal
4	D01	Existing Asphalt Removal	SF	1486	230	3417 ⁸⁰
5	D02 SS-13	Remove and Dispose of Concrete	SF	279	8 ⁰⁰	2232 ⁰⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings				Incidental to Concrete Removal
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	157	9 ⁶⁰	1507 ²⁰
8	D05a SS-6	Remove sign: retain and return to owner	EA	2	110	220 ⁰⁰
9	D05b SS-6	Remove and retain sign to be relocated to new sidewalk	EA	1	110	110 ⁰⁰
10	D09	Remove and dispose encroaching structure	EA	2	3300	6600 ⁰⁰
11	D10	Remove and retain fence, return to owner	LF	8	25	200 ⁰⁰
12	D11	Remove and dispose landscape wall	LF	23	39	897 ⁰⁰
13	ISPWC 202	Excavation	CY	59	44	2596 ⁰⁰
14	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	12	368 ⁰⁰	4416 ⁰⁰
15	C02a	Concrete 6" vertical curb and gutter	LF	15	40 ⁰⁰	600 ⁰⁰
16	C02b	Concrete curb transition	LF	19	40 ⁰⁰	760 ⁰⁰
17	C02c	Concrete 0" reveal curb and gutter	LF	16	40 ⁰⁰	640 ⁰⁰

35287⁰⁰

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
18	C02d	Concrete 6" rolled curb and gutter	LF	201	40 ⁰⁰	8040 ⁰⁰
19	C03a	Construct concrete sidewalk: Flat work	SY	195	63 ⁰⁰	12,285 ⁰⁰
20	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	21	65 ⁰⁰	1365 ⁰⁰
21	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	124	41 ⁰⁰	5084 ⁰⁰
22	ISPWC 802 Type I	¾"(-) crushed aggregate base: 4" compacted depth	TON	56	45 ⁰⁰	2520 ⁰⁰
23	C04a SS-5	Pavement Striping: 12" crosswalk striping	LF	156	165 ⁰⁰	257.40 422⁴⁰
24	C04b SS-5	Pavement Striping: 4" parking striping	LF	129	60 ⁰⁰	7740 ⁰⁰
25	C04c SS-5	Pavement Striping: 24" stop bar and crosswalk striping	LF	121	220 ⁰⁰	26620 ⁰⁰
26	C05 SS-11	Cast Iron truncated dome detectable warning inserts	SF	22	50 ⁰⁰	1100 ⁰⁰
27	C06	Install catch basin See detail 8/C.02	EA	1	2420 ⁰⁰	2420 ⁰⁰
28	C07	12 ADS N-12 Storm Drain Pipe	LF	28	55 ⁰⁰	1540 ⁰⁰
29	C08 SS-19	Install drywell (6'x6'), See detail 9/C.02	EA	1	3850 ⁰⁰	3850 ⁰⁰
30	C09 SS-6	Relocate Existing STOP/street sign	EA	1	110 ⁰⁰	110 ⁰⁰
31	C10	Construct Gravel Driveway See detail 12/C.02	SY	95	270 ⁰⁰	2565 ⁰⁰
32	C17 SS-10	Install Street Light: Hardwire (On-Grid)	EA	2	1700 ⁰⁰	3400 ⁰⁰
33	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150 ⁰⁰	150 ⁰⁰
34	SS-20	Construction Surveying	LS	1	2200 ⁰⁰	2200 ⁰⁰
Q3-9: WASHINGTON AVENUE (5TH STREET TO 4TH STREET) TOTAL BASE BID AMOUNT						47295 \$82,682 ⁰⁰ \$82,517.00

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

5. BID OPTION PRICE FOR SITE Q3-3: 6TH ST. (WASHINGTON AVE. TO MAIN ST.)

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 5.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 5.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 5.03 Each item to be bid shall be completely filled in by the Contractor.

BID OPTION SCHEDULE FOR SITE Q3-3: 6TH STREET (WASHINGTON AVE. TO MAIN ST.)

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	5575	5575 ⁰⁰
2	SS-8	Traffic Control and Detours	LS	1	6016 ⁰⁰	6016 ⁰⁰
3	D01 SS-12	Sawcut Asphalt				Incidental to Asphalt Removal
4	D01	Existing Asphalt Removal	SF	3469	193	6695 ¹⁷
5	D02 SS-13	Remove and Dispose of Concrete	SF	29	1250	362 ⁵⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings				Incidental to Concrete Removal
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	133	11 ⁰⁰	1463 ⁰⁰
8	D05b SS-6	Remove and retain sign to be relocated to new sidewalk	EA	1	110 ⁰⁰	110 ⁰⁰
9	D06 SS-14	Remove Pavers. Reuse as necessary for C12 and return remain pavers to owner	SY	58	63 ⁰⁰	3654 ⁰⁰
10	D07 SS-3	Obliterate Pavement Markings	SF	193	385	743 ⁰⁵
11	D12 SS-2	Relocate Utilities (By Other)	LS	1	400 ⁰⁰	400 ⁰⁰
12	ISPWC 202	Excavation	CY	87	44 ⁰⁰	3828 ⁰⁰
13	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	37	368 ⁰⁰	13616 ⁰⁰
14	C02a	Concrete 6" vertical curb and gutter	LF	3	60	\$180.00 18⁰⁰
15	C02b	Concrete curb transition	LF	36	40 ⁰⁰	1440 ⁰⁰
16	C02c	Concrete 0" reveal curb and gutter	LF	103	40 ⁰⁰	4120 ⁰⁰
17	C02d	Concrete 6" rolled curb and gutter	LF	104	40 ⁰⁰	4160 ⁰⁰

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
18	C02e	Concrete 4'-wide valley gutter	SY	9	78 ⁰⁰	702 ⁰⁰
19	C03a	Construct concrete sidewalk: Flat work	SY	172	63 ⁰⁰	10836 ⁰⁰
20	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	38	65 ⁰⁰	2470 ⁰⁰
21	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	159	40 ⁰⁰	6360 ⁰⁰
22	ISPWC 802 Type I	¾"(-) crushed aggregate base: 4" compacted depth	TON	78	45 ⁰⁰	3510 ⁰⁰
23	C04a SS-5	Pavement Striping: 12" crosswalk striping	LF	197	1.65	325 ⁰⁵
24	C04b SS-5	Pavement Striping: 4" parking striping	LF	48	.60	28 ⁸⁰
25	C04c SS-5	Pavement Striping: 24" stop bar and crosswalk striping	LF	144	2.20	316 ⁸⁰
26	C05 SS-11	Cast Iron truncated dome detectable warning inserts	SF	44	50 ⁰⁰	2200 ⁰⁰
27	C06	Install catch basin See detail 8/C.02	EA	1	2750 ⁰⁰	2750 ⁰⁰
28	C07	12 ADS N-12 Storm Drain Pipe	LF	49	55 ⁰⁰	2695 ⁰⁰
29	C08 SS-19	Install drywell (6'x6'), See detail 9/C.02	EA	1	3850 ⁰⁰	3850 ⁰⁰
30	C10	Construct Gravel Driveway See detail 12/C.02	SY	26	27 ⁰⁰	702 ⁰⁰
31	C12 SS-18	Install Paver Sidewalk/Driveway See detail 6/C.02	SY	60	63 ⁰⁰	3780 ⁰⁰
32	C13 SS-4	Reset utility box lid elevation	EA	1	1000 ⁰⁰	1000 ⁰⁰
33	C17 SS-9	Install Street Light: Solar (Off-Grid)	EA	1	1700 ⁰⁰	1700 ⁰⁰
34	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150 ⁰⁰	150 ⁰⁰
35	SS-20	Construction Surveying	LS	1	3660 ⁰⁰	3660 ⁰⁰
Q3-3 6 TH ST. (FROM WASHINGTON AVE. TO MAIN ST.) TOTAL BID OPTION AMOUNT						\$99,236.37 \$99,398.37

\$99,398.37

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

6. BID OPTION PRICE FOR SITE Q3-4: 7th St. SOUTH (Alley to Warm Springs Rd)

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 6.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 6.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 6.03 Each item to be bid shall be completely filled in by the Contractor.

BID OPTION SCHEDULE FOR SITE Q3-4: 7TH ST. South (Alley TO Warm Springs Rd.)

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	5075 ⁰⁰	5075 ⁰⁰
2	SS-8	Traffic Control and Detours	LS	1	6016 ⁰⁰	6016 ⁰⁰
3	D01 SS-12	Sawcut Asphalt				Incidental to Asphalt Removal
4	D01	Existing Asphalt Removal	SF	803	2 ⁰⁰	1606 ⁰⁰
5	D02 SS-13	Remove and Dispose of Concrete (includes removal of portion of ex. wall)	SF	912	4 ⁰⁰	3648 ⁰⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings				Incidental to Concrete Removal
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	218	7 ⁷⁰	1678 ⁶⁰
8	D05b SS-6	Remove and retain sign to be relocated to new sidewalk	EA	1	110	110 ⁰⁰
9	D08 SS-7	Relocate Fire Hydrant				Incidental to C11
10	D10	Remove and retain fence, return to owner	LF	81	20	1620 ⁰⁰
11	D14	Cut and remove portion of handrail	LS	1	200	200 ⁰⁰
12	ISPWC 202	Excavation	CY	69	58 ⁵⁰	4036 ⁵⁰
13	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	26	368 ⁰⁰	9568 ⁰⁰
14	C02a	Concrete 6" vertical curb and gutter	LF	95	40 ⁰⁰	3800 ⁰⁰
15	C02b	Concrete curb transition	LF	28	40 ⁰⁰	1120 ⁰⁰
16	C02c	Concrete 0" reveal curb and gutter	LF	12	40 ⁰⁰	480 ⁰⁰
17	C02e	Concrete 4'-wide valley gutter	SY	10	78 ⁰⁰	780 ⁰⁰

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BID ADDENDUM 1 - BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
18	C03a	Construct concrete sidewalk: Flat work	SY	84	63 ⁰⁰	5292 ⁰⁰
19	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	25	65 ⁰⁰	1625 ⁰⁰
20	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	185	40 ⁰⁰	7400 ⁰⁰
21	ISPWC 802 Type I	¾"(-) crushed aggregate base: 4" compacted depth	TON	89	45 ⁰⁰	4005 ⁰⁰
22	C04a SS-5	Pavement Striping: 12" crosswalk striping	LF	16	165	2640
23	C04c SS-5	Pavement Striping: 24" stop bar and crosswalk striping	LF	8	220	1760
24	C05 SS-11	Cast Iron truncated dome detectable warning inserts	SF	40	50 ⁰⁰	2000 ⁰⁰
25	C09 SS-10	Replace Existing Street Sign	EA	1	110 ⁰⁰	110 ⁰⁰
26	C11	Relocate Fire Hydrant	EA	1	1100 ⁰⁰	1100 ⁰⁰
27	C14 SS-14	Reinforced Cast-in-Place Concrete Wall	SF	625	63	\$39,375.00 39375 ⁰⁰
28	S2	Install horizontal doweling for new walls and footing to existing walls and footing	LS	1	500 ⁰⁰	500 ⁰⁰
29	C15	Install Handrail, paint per City specs See detail 11/C.02	LF	96	50 ⁰⁰	4800 ⁰⁰
30	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150 ⁰⁰	150 ⁰⁰
31	SS-20	Construction Surveying	LS	1	3660 ⁰⁰	3660 ⁰⁰
Q3-4 7 TH ST. SOUTH (ALLEY TO WARMS SPRINGS RD.) TOTAL BID OPTION AMOUNT						\$74,361 ⁰⁰

BID ADDENDUM 1 - BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES

7. BID OPTION PRICE FOR SITE Q3-8: W. & S. SIDES OF BLOCK 13

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts determined pursuant to table below.

- 7.01 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of that item as indicated below.
- 7.02 Estimated quantities are not guaranteed. All computations of the CONTRACTOR's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.
- 7.03 Each item to be bid shall be completely filled in by the Contractor.

BID OPTION SCHEDULE FOR SITE Q3-8: W. & S. SIDES OF BLOCK 13

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
1	SS-1	Contractor Mobilization	LS	1	5075	5075 ⁰⁰ -
2	SS-8	Traffic Control and Detours	LS	1	6016 ⁰⁰	6016 ⁰⁶ -
3	D01 SS-12	Sawcut Asphalt				Incidental to Asphalt Removal
4	D01	Existing Asphalt Removal	SF	1946	196	3814 ¹⁶
5	D02 SS-13	Remove and Dispose of Concrete (includes removal of portion of ex. wall)	SF	437	350	1529 ⁵⁰
6	S2 SS-13	Sawcut existing concrete flatwork, wall and footings				Incidental to Concrete Removal
7	D03 ISPWC 201	Site Clearing and Grubbing	SY	748	770	5759 ⁶⁰
8	D04	Remove and dispose of tree and root ball	EA	2	550	1100 ⁰⁰
9	D10	Remove and retain fence for future installation	LF	127	20	2540 ⁰⁰
10	D13	Remove and dispose guardrail				Incidental to C16
11	D14	Cut and remove portion of handrail	LS	1	400	400 ⁰⁰
12	ISPWC 202	Excavation	CY	169	44 ⁰⁰	7436 ⁰⁰
13	C01	ITD SP-3 HMA, 1/2" gradation, PG58-28 3" compacted depth	TON	80	368	29440 ⁰⁰
14	C02a	Concrete 6" vertical curb and gutter	LF	282	40	11280 ⁰⁰
15	C02b	Concrete curb transition	LF	36	40	1440 ⁰⁰
16	C02c	Concrete 0" reveal curb and gutter	LF	30	40	1200 ⁰⁰
17	C02d	Concrete 6" rolled curb and gutter	LF	68	40	2720 ⁰⁰

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BID ADDENDUM 1 - BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES

No.	Item No.	Description	Unit	Qty	Unit Price	Bid Amount
18	C02e	Concrete 4'-wide valley gutter	SY	9	78 ⁰⁰	702 ⁰⁰
19	C02f	Concrete 6" vertical curb	LF	13	60	780 ⁰⁰
20	C03a	Construct concrete sidewalk: Flat work	SY	308	63	19404 ⁰⁰
21	C03b	Construct concrete sidewalk: ADA compliant ramps and landings	SY	41	65	2665 ⁰⁰
22	ISPWC 802 Type II	2"(-) crushed aggregate subbase: 6" compacted depth	TON	349	40	13960 ⁰⁰
23	ISPWC 802 Type I	¾"(-) crushed aggregate base: 4" compacted depth	TON	138	45	6210 ⁰⁰
24	C04a SS-5	Pavement Striping: 12" crosswalk striping	LF	175	1.65	288 ⁷⁵
25	C04b SS-5	Pavement Striping: 4" parking striping	LF	52	0.60	31 ²⁰
26	C04c SS-5	Pavement Striping: 24" stop bar and crosswalk striping	LF	126	2.20	277 ²⁰
27	C05 SS-11	Cast Iron truncated dome detectable warning inserts	SF	68	50	3400 ⁰⁰
28	C06	Install catch basin See detail 8/C.02	EA	2	2750	5,500.00 2420 ⁰⁰
29	C07	12 ADS N-12 Storm Drain Pipe	LF	25	55	1325 ⁰⁰
30	C08 SS-19	Install drywell (6'x6'), See detail 9/C.02	EA	1	3850	3850 ⁰⁰
31	C10	Construct Gravel Driveway See detail 12/C.02	SY	31	27	837.00 1147 ⁰⁰
32	C13 SS-4	Reset utility box lid elevation	EA	2	1000	2000 ⁰⁰
33	C14 SS-14	Reinforced Cast-in-Place Concrete Wall	SF	465	63	29,295.00 27,993 ⁰⁰
34	S2	Install horizontal doweling for new walls and footing to existing walls and footing	LS	1	500	500 ⁰⁰
35	C15	Install Handrail, paint per City specs See detail 11/C.02	LF	98	50	4900 ⁰⁰
36	C16	Install fence with gates, use previously removed fence and gates or match style and height	LF	127	23.63	3,001.01 3000 ⁰⁰
37	C17 SS-9	Install Street Light: Solar (Off-Grid)	EA	4	1700	6800 ⁰⁰
38	IDEQ BMP 31	Erosion Control Inlet Protection	LS	1	150	150 ⁰⁰
39	SS-20	Construction Surveying	LS	1	3660	3660 ⁰⁰
Q3-3 8: W. & S. SIDES OF BLOCK 13 TOTAL BID OPTION AMOUNT						185263 ⁰⁰

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~~102265⁰⁰~~ 102513
189,336.42

LISTING OF SUBCONTRACTORS

1. The BIDDER shall submit with the Bid Form a list of names of subcontracting firms or businesses that will be awarded subcontractors for portions of the Work as specified in Section 13 of the "Instructions to Bidders."
2. The Subcontractors list shall be completed and shall include the following information:
 - 2.01 Subcontractors, listing each subcontractor whose subcontract amount is more than ten percent (10%) of the Contract Price with whom the BIDDER, if awarded the Contract, will subcontract for performance.
 - 2.02 The categories of work those subcontractors will perform on the Contract.
 - 2.03 The subcontractors that will be performing Instrumentation, Mechanical, HVAC, Plumbing, and Electrical work.
3. A BID PROPOSAL will be considered non-responsive and will be rejected if the BIDDER does not correctly complete the Listing of Subcontractors contained herein, and include this list with the BID FORM.
4. List of Subcontractors to be used:

SUBCONTRACTOR	WORK	SUBCONTRACT AMOUNT	% OF CONTRACT PRICE
Canyon excavation	excavation	182,125.45	28%
Card Relectric	electrician	5,158.00	8%
Road work Ahead	Traffic control	38,286.50	6%
Curtis Clean Sweeet	Stripping	10,193.50	15%
IMC	Asphalt	\$86,222.00	13%

5. Material Suppliers List

SUPPLIER	MATERIAL		
Idaho Materials & Const	Cement		
CCS	Re Bar	Tarmacred Domes	

NOTE TO BIDDER: Use BLACK or BLUE in for completing this BID FORM

To: City of Ketchum
480 East Avenue North
P.O. Box 2315
Address: Ketchum, Idaho 83340
Project Identification: KETCHUM SIDEWALKS INFILL 2019 (Contract ID No.)

1 BIDDER'S DECLARATION AND UNDERSTANDING

- 1.01 BIDDER accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The Bid will remain subject to acceptance for 30 days after the Bid Opening, or for such longer period of time that the BIDDER may agree to in writing upon request of the OWNER.
- 1.02 In compliance with the Instruction to Bidders, the BIDDER hereby proposes to perform all Work for the construction of **KETCHUM SIDEWALKS INFILL 2019** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The Bid Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bid Prices shall also include all applicable taxes, overhead, profit, and fees.
- 1.03 By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.
- 1.04 The BIDDER acknowledges that no special interpretation or inference of intent is to be given to any different formats of different Specifications sections.
- 1.05 In submitting this Bid, the BIDDER acknowledges and accepts the CONTRACTOR'S representations as more fully set forth in the Agreement.
- 1.06 The BIDDER understands that quantities listed are approximate and the OWNER reserves the right to increase or decrease individual items as may be, in his sole judgment, to his best interest depending upon conditions encountered or observed during the execution of the Work.
- 1.07 In addition to this Bid Form, the BIDDER agrees that the following shall form part of this Bid:
- 1.07.1 BID SECURITY
 - 1.07.2 BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES
 - 1.07.3 LISTING OF SUBCONTRACTORS
- 1.08 BIDDER accepts the terms and conditions of the Bidding Documents.

2 CONTRACT EXECUTION AND BONDS

- 2.01 The BIDDER understands and agrees that if a contract is awarded, OWNER may elect to modify the scope of Work as best serves the interests of OWNER.
- 2.02 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents, to perform and furnish Work as specified or indicated in the Bidding documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

BID BOND

BY THESE PRESENT, that we, the undersigned, Tim Allen, Kathy Allen
Zach Allen as Principal, and
Merchants National Bonding Inc as Surety, are hereby held and
firmly bound unto CITY OF KETCHUM as OWNER in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed this 12 day of April, 2019.

The Conditions of the above obligation is such that whereas the Principal has submitted to the
CITY OF KETCHUM certain Bid attached hereto and hereby made a part hereof to enter into a
contract in writing for the Work associated with KETCHUM SIDEWALKS INFILL 2019 project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said Bid) and
shall furnish a Bond for his faithful performance of said contract, and for the payment of all
persons performing labor or furnishing materials in connection therewith, and shall in all
other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its Bond shall be in no way impaired or affected by any extension of the time within which the
OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

SEAL (If Bid is by a corporation)

By: [Signature]
(Signature)

Attest: [Signature]

Title: owner

By: [Signature]
(Signature)

Witness: [Signature]
(Signature)

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current
list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

3 ADDENDA

3.01 BIDDER acknowledges receipt of the following ADDENDUM No's.:
1, _____, _____, _____

(BIDDER shall insert number of Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and BIDDER further agrees that this BID includes impacts resulting from said Addenda.

4 BID SCHEDULES

- 4.01 In the event of a discrepancy, the amount in words shall prevail.
- 4.02 The BIDDER hereby acknowledges that the bid prices are based solely on the BIDDER's own estimate of costs, and includes all applicable taxes, overhead, and profit.

Respectfully submitted by:

Allen Construction Inc.
(Business Name)

Corporation
(Type of Bidder: Individual, Partnership, Corporation, Joint Venture)

Idaho
(State of Incorporation)

By:

Tim Allen
(Name and Signature of Person Authorized to Sign)
For a Joint Venture, each Joint Venture must sign

Owner
(Title)

PUBLIC WORKS LICENSE NO.: PWC-C-14301-A-4

(Corporate Seal)

Name, telephone number, and address for receipt of official communications and for additional information on this Bid:

Name: Tim Allen

Title: Owner

Tel. No.: 208-309-1000

Address: 1425 S. 800 E.
Gooding ID 83330

DATE SUBMITTED: 4/11/19

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Allen Construction, Inc
As Principal, and Merchants National Bonding Inc as Surety, are hereby held firmly bound unto
City of Ketchum as Owner in the penal sum of
5% of amount of bid for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 11th day of
April, 2019. The condition of the above obligation is such that whereas the Principal
has submitted to City of Ketchum a certain bid, attached hereto and
hereby made a part hereof to enter into a Contract in writing, for Ketchum sidewalk infill 2019 Project

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any extension.

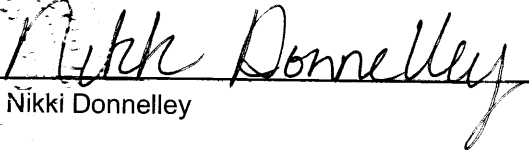
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Principal Allen Construction, Inc Tim Allen - owner

Merchants National Bonding Inc

Surety:



By Nikki Donnelley

IMPORTANT – Surety companies executing bond must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Alisa Bowman; Allen Starley; Ann Sparks; David Bartlome; Kim Maier; Linda Bernier; Nikki Donnelley; Pamela Mae Simcoe

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of March, 2019.

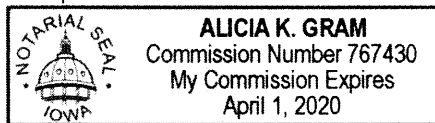


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 25th day of March 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

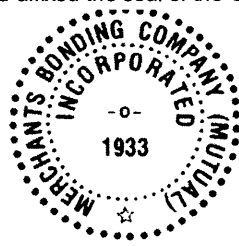


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2019.



William Warner Jr.
Secretary

BID BOND

BY THESE PRESENT, that we, the undersigned, Allen Construction Inc

_____ as Principal, and

Merchants National Bonding Company as Surety, are hereby held and firmly bound unto CITY OF KETCHUM as OWNER in the penal sum of 5% of amount of bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 12th day of April, 2019.

The Conditions of the above obligation is such that whereas the Principal has submitted to the CITY OF KETCHUM certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the Work associated with KETCHUM SIDEWALKS INFILL 2019 project.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL (If Bid is by a corporation)

By: Nikhil Donnellu Attest: Alisa Bowman
(Signature)

Title: Merchants National Bonding Co - Power of Attorney

By: _____ Witness: _____
(Signature) (Signature)

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

This Agreement, made this _____ day of _____, 2019,
by and between the City of Ketchum, Idaho, hereinafter called "OWNER" and
Allen Construction, Inc., hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:
KETCHUM SIDEWALKS INFILL 2019.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents upon NOTICE-TO-PROCEED, likely on or before May 13, 2019, and Substantial Completion for Washington Avenue -5th Street to 4th Street, and 6th Street - Washington Ave. to Main Street must be issued by June 30, 2019, and September 13, 2019 for all other work locations, unless the period for completion is extended otherwise by the Contract Documents.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

\$301,309.18 (Base Bid - Only)

as shown in the BID PROPOSAL-SCHEDULE OF ITEMS AND PRICES.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - 5.01 INSTRUCTIONS TO BIDDERS
 - 5.02 BID
 - 5.03 BID BOND
 - 5.04 BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES
 - 5.05 LISTING OF SUBCONTRACTORS
 - 5.06 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR
 - 5.07 AGREEMENT
 - 5.08 PAYMENT BOND
 - 5.09 PERFORMANCE BOND
 - 5.10 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR
 - 5.11 STANDARD FORMS
 - 5.12 GENERAL CONDITIONS
 - 5.13 SUPPLEMENTAL CONDITIONS
 - 5.14 CONSTRUCTION DRAWINGS dated: 04/08/2019
 - 5.15 STANDARD SPECIFICATIONS
 - 5.16 SUPPLEMENTAL SPECIFICATIONS dated: 04/08/2019
6. *Retainage.* The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released up Certification of Substantial Completion.
7. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred dollars (\$100.00)** for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Fifty dollars (\$50.00)** for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF KETCHUM, IDAHO

BY: _____

Title: _____

(SEAL)

ATTEST:

Name _____
(Type or Print)

Title: _____

CONTRACTOR:

BY: _____

Title: _____

Address: _____

(SEAL)

ATTEST:

Name: _____
(Type or Print)

Title: _____



City of Ketchum
City Hall

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Memorandum of Understanding #20336

Recommendation and Summary

Staff is recommending City Council approve Memorandum of Understanding #20336 and adopt with the following motion:

“I move to approve Memorandum of Understanding #20336 between the cities of Ketchum, Stanley and Sun Valley, Blaine County and the USDA Forest Service Sawtooth National Forest; collectively referred to as the ‘cooperators.’”

The reasons for the recommendation are as follows:

- Designated by International Dark Sky Association in December 2017, the Central Idaho Dark Sky Reserve (CIDSR) is the first such reserve in the United States.
- The Idaho Dark Sky Alliance was formed in 2018 (with Idaho Conservation League as the fiscal sponsor) to represent the interests of the CIDSR.
- The Idaho Dark Sky Alliance organizes and implements operational aspects of projects, programs and events in support of its stated goals.
- The MOU is to document the cooperation between the parties to form the CIDSR Jurisdictional Oversight Group and provide a framework (1) for managing dark sky related activities and projects within the CIDSR and (2) for working collaboratively with the Idaho Dark Sky Alliance.

Current Report

The CIDSR was established to ensure that the extraordinary dark sky in central Idaho would be preserved. It is mutually beneficial for the parties involved in the CIDSR Jurisdictional Oversight Group to cooperate in planning and management efforts to limit light pollution and maintain and enhance the dark sky resource in central Idaho. The CIDSR Jurisdictional Group and the Idaho Dark Sky Alliance will work together to preserve the outstanding natural night sky, reduce light pollution throughout the CIDSR and encourage appreciation of the area’s dark sky resource.

Financial Requirement/Impact

There is no financial requirement/impact for this MOU.

Attachments: Memorandum of Understanding #20336

FS Agreement No. 19-MU-11041400-036

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF STANLEY, IDAHO
And The
CITY OF KETCHUM, IDAHO
And The
CITY OF SUN VALLEY, IDAHO
And The
COUNTY OF BLAINE, IDAHO
And The
USDA, FOREST SERVICE
SAWTOOTH NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the City of Stanley, hereinafter referred to as "Stanley", the City of Ketchum, hereinafter referred to as "Ketchum", the City of Sun Valley, hereinafter referred to as "Sun Valley", and the County of Blaine, hereinafter referred to as "Blaine County," and the United States Department of Agriculture (USDA), Forest Service, Sawtooth National Forest, hereinafter referred to as the "U.S. Forest Service." All parties hereinafter collectively referred to as "the Cooperators".

Background: The Central Idaho Dark Sky Reserve (CIDSr) is a treasured resource for local residents and for all Idahoans and visitors from across the world that come to experience the wonder of the starry night sky. The Gold-tier Reserve is the result of a collective commitment by communities, public land managers, and private landowners to support the dark sky experience.

Designated by International Dark Sky Association in December 2017, the CIDSr is the first such reserve in the United States. Central Idaho constitutes one of the last large 'pools' of natural nighttime darkness left in the United States. The CIDSr encompasses 906,000 acres (1,416 square miles) most of which is public lands within the Sawtooth National Forest. The CIDSr includes portions of Blaine, Boise, Custer, and Elmore counties, the cities of Stanley, Ketchum, and Sun Valley.

The Idaho Dark Sky Alliance was formed in 2018 (with the Idaho Conservation League as the fiscal sponsor) to represent the interests of the CIDSr. The primary purpose of the Alliance includes promoting the preservation and protection of the night-time environment, monitoring the effectiveness of protection efforts, and educating the public about the myriad benefits that dark skies provide. Additionally, the Alliance supports continued research into the positive impacts that dark skies have on human, animal, and environmental health.



Title: Central Idaho Dark Sky Reserve (CIDSR) Jurisdictional Oversight Group

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to form the CIDSR Jurisdictional Oversight Group and provide a framework (1) for managing dark sky related activities and projects within the CIDSR and (2) for working collaboratively with the Idaho Dark Sky Alliance in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The CIDSR was established to ensure that the extraordinary dark sky in central Idaho would be preserved. It is mutually beneficial for the parties involved in the CIDSR Jurisdictional Oversight Group to cooperate in planning and management efforts to limit light pollution, and maintain and enhance the dark sky resource in central Idaho.

The U.S. Forest Service recognizes the importance of preserving the dark sky resource. Most of the CIDSR's land area is within the Sawtooth National Recreation Area (SNRA). Public Law 92-400 directs the Forest Service to manage the SNRA to preserve and protect the Area's "natural, scenic, historic, pastoral, and fish and wildlife values and to provide for the enhancement of the recreation values associated therewith". Preserving the natural night sky complements these values and contributes to the solitude and primitive quality of the associated Wilderness areas.

Stanley seeks to preserve and enhance the quality of the dark night sky experience for residents and visitors, the essential dark night sky requirements of the natural nocturnal ecosystem, the quality of life for its residents, and to promote greater understanding of the consequences of artificial light at night pollution and effective methods to combat that pollution. Stanley is dedicated to collaborating with neighboring cities and counties, landowners, and the U.S. Forest Service to achieve these goals.

Ketchum is currently designated as an International Dark Sky Community by the International Dark-Sky Association and is committed to maintaining this designation. Ketchum's education and enforcement efforts contribute towards maintaining the natural dark sky in the CIDSR.

Sun Valley seeks to protect and promote public health, safety and welfare, the quality of life, and the ability to view the night sky through the enforcement of exterior lighting regulations.

Blaine County is committed to preserving the dark night sky. The CIDSR is highly valued by the public and Blaine County helps to ensure that the CIDSR will be protected long into the future. Blaine County has a Dark Sky Ordinance and works to seek compliance to maintain the night sky resource.

In consideration of the above premises, the parties agree as follows:



III. THE COOPERATORS SHALL:

- A. Advise all parties to this MOU of actions and decisions within their respective jurisdictions that may affect the dark sky resource identified within the CIDSR.
- B. Identify a representative to the CIDSR Jurisdictional Oversight Group who is authorized to act in their respective areas for matters related to this MOU and attend necessary meetings/calls with the CIDSR Jurisdictional Oversight Group and Idaho Dark Sky Alliance.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The CIDSR Jurisdictional Oversight Group consists of representatives appointed by the cities, counties, and the U.S. Forest Service, with equal representation for each entity.
- B. The CIDSR Jurisdictional Oversight Group is chartered by the cities, counties, and the U.S. Forest Service with appropriate authority to represent their respective interests to work with the Idaho Dark Sky Alliance in developing and implementing a collaborative annual work plan for the CIDSR, and in working with external interest groups, collaborators and the media.
- C. The CIDSR Jurisdictional Oversight Group and the Idaho Dark Sky Alliance work together to preserve the outstanding natural night sky in central Idaho, reduce light pollution throughout the CIDSR, and encourage appreciation of the area's dark sky resource. The Idaho Dark Sky Alliance organizes and implements operational aspects of projects, programs, and events in support of its stated goals. The entities in the CIDSR Jurisdictional Oversight Group manage the land base within their individual jurisdictions where dark sky related operations and efforts occur and may adopt, modify and enforce ordinances, rules and regulations, in support of the CIDSR mission within their jurisdictions. The CIDSR Jurisdictional Oversight Group entities also may implement projects specific to their jurisdictions as identified in the annual work plan for the CIDSR.
- D. The CIDSR Jurisdictional Oversight Group will function in a collaborative manner to accomplish its purpose and responsibilities. The group may include additional members or establish specific task groups to meet the identified purpose of the MOU and needs of the group.
- E. The CIDSR Jurisdictional Oversight Group members are accountable to the leadership of the entities they represent and will keep their leadership informed



of needs, plans and accomplishments of the CIDSR Jurisdictional Oversight Group and the Idaho Dark Sky Alliance.

- F. The CIDSR Jurisdictional Oversight Group will review and provide comments in a timely manner about dark sky related projects proposed by the Idaho Dark Sky Alliance and other entities to ensure they align with existing laws, regulations and policies of the affected jurisdictional entities.
- G. Requests for funding submitted to the jurisdictional members of the CIDSR Jurisdictional Oversight Group will be considered within the budget cycle and constraints of each party. Additional specific agreements, permits, or contracts will be prepared as necessary to contribute funds and accomplish agreed upon projects.
- H. The CIDSR Jurisdictional Oversight Group will meet quarterly or as necessary to review matters covered under this MOU and the annual plan of work for the CIDSR. It is the intent of the parties to engage in continued consultation to reach prompt agreement on matters covered by this MOU. Other meetings or conference calls may be scheduled as needed.
- I. Idaho Dark Sky Alliance representatives will be invited to attend meetings of the CIDSR Jurisdictional Oversight Group to provide input into deciding management priorities and projects.
- J. CIDSR Jurisdictional Oversight Group members will attend all meetings of the Idaho Dark Sky Alliance to discuss priorities, initiatives, ordinance enforcement, and other management actions.
- K. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Stanley Program Contact	Administrative Contact
Steve Botti , Mayor City of Stanley P.O. Box 53 Stanley, ID 83728 Telephone: 208-774-2286 Email: sbotti.stanley@gmail.com	<i>Same as Program Contact</i>

Ketchum Program Contact	Administrative Contact
Lisa Enourato , Assistant City Administrator City of Ketchum P.O. Box 2315 Ketchum, ID 83340 Telephone: 208-726-7803 Email: lenourato@ketchumidaho.org	<i>Same as Program Contact</i>



Sun Valley Program Contact	Administrative Contact
Rebekah Longstreet , Assistant Planner City of Sun Valley P.O. Box 416 Sun Valley, ID 83353 Telephone: 208-622-4438 Email: rlongstreet@sunvalleyidaho.gov	<i>Same as Program Contact</i>

Blaine County Program Contact	Administrative Contact
Angenie McCleary , County Commissioner Blaine County 206 1 st Avenue South, Suite 300 Hailey, ID 83333 Telephone: 208-788-5500 Email: amccleary@co.blaine.id.us	<i>Same as Program Contact</i>

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Kirk Flannigan , Area Ranger Sawtooth National Recreation Area 5 North Fork Canyon Road Ketchum, ID 83340 Telephone: 208-727-5020 email: kflannigan@fs.fed.us	Mallory Munz , Grants Mgmt Specialist SW Idaho/Nevada Acquisition Center 1249 S. Vinnell Way Suite 200 Boise, ID 83709 Telephone: 208-373-4289 Email: mmunz@fs.fed.us

L. **NOTICES.** Any communications affecting the operations covered by this agreement given by the Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at Cooperator’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

M. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.



- N. ENDORSEMENT. Any of the cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.
- O. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- P. USE OF U.S. FOREST SERVICE INSIGNIA. In order for cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- Q. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).



- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperators are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperators are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- U. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.



If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- W. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- X. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Y. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Z. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2023 at which time it will expire.
- AA. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



STEVE BOTTI, Mayor
City of Stanley

Date

NEIL BRADSHAW, Mayor
City of Ketchum

Date

PETER HENDRICKS, Mayor
City of Sun Valley

Date

JACOB GREENBERG, Chairperson
Blaine County Board of County Commissioners

Date

JIM DEMAAGD, Forest Supervisor
U.S. Forest Service, Sawtooth National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature. (19-MU-11041400-036)

Mallory Munz

04/04/2019

MALLORY MUNZ
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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City of Ketchum

May 6, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt Resolution 19-010 and Approve Agreement 20341 Between the City of Ketchum and the Big Wood Presbyterian Church Inc

Recommendation and Summary

Staff is recommending the council adopt the following motion:

I move to approve Resolution 19-010 and Agreement 20341

The reasons for the recommendation are as follows:

- The City and have jointly agreed there is no longer a need to provide joint parking for either the City of Church
- The 2002 Joint Parking Agreement between the City and Big Wood Presbyterian Church expires December 31, 2020 and there is a desire to cancel the Agreement earlier

Introduction and History

In 2001 the City of Ketchum and the Big Wood Presbyterian Church entered into a Shared Parking Agreement. That agreement was amended in 2002 and is the Agreement currently in place (Attachment A). The Agreement expires December 31, 2020 unless prior to that time the parties voluntarily cancel the Agreement in writing signed by both parties.

Analysis

Since the 2002 Agreement was approved, conditions have changed and the Church and City no longer rely on the parking located on each other's property. When the 2002 Agreement was approved, it was thought the Church needed additional parking to accommodate their parking demand for an expansion. The City used the site across the street as a Park and Ride Lot for skier parking because the Warm Springs ski area had limited skier parking. The City wanted to use the Church parking for overflow from the Park and Ride lot. The City and Church agree, the on-site parking available to the Church is adequate to meet the Church parking demand. When there are special events or special services at the Church, there is enough parking around the area to meet the parking demand.

Financial Impact

There is no financial impact resulting from this recommendation.

Attachments:

Attachment A: 2002 Joint Parking Agreement
Attachment B: Resolution 19-010
Attachment C: Agreement 20341

RESOLUTION NUMBER 19-010

RESOLUTION OF THE CITY OF KETCHUM, IDAHO, CANCELLING THE JOINT PARKING AGREEMENT BETWEEN THE CITY OF KETCHUM AND THE PRESBYTERIAN CHURCH OF THE BIG WOOD INC

WHEREAS, the City of Ketchum and the Presbyterian Church of the Big Wood Inc. entered into a Joint Parking Agreement in 2002, and;

WHEREAS, conditions have changed and the number of parking spaces available for public use in the Presbyterian Church parking lot are no longer available, and;

WHEREAS, public parking is available in the City owned parking lots and Rotary Park adjacent to the Presbyterian Church, and;

WHEREAS, the City has determined the 45 spaces located on the Church property is sufficient to meet any on-site parking requirements for the Church both now and in the future;

WHEREAS, the term of the 2002 Joint Parking Agreement provides that the parties can voluntarily cancel the Agreement in writing signed by both parties, and;

WHEREAS, both the City of Ketchum and Presbyterian Church of the Big Wood Inc. jointly agree to cancel the Joint Parking Agreement,

NOW THEREFORE, be it resolved by the City Council and Mayor of the City of Ketchum, Idaho, as follows:

1. The City of Ketchum and Presbyterian Church of the Big Wood Inc. jointly agree to the cancel the Joint Parking Agreement and such action shall be reflected in a joint Agreement signed by both parties.
2. This City has determined the Presbyterian Church of the Big Wood Inc. is in compliance with Conditional Use Permit 99-005 and the 45 spaces on the Church property is sufficient to meet on-site parking requirements both now and in the future.

This resolution shall be in full force and effect after its passage, approval, and publication according to law.

PASSED by the Ketchum City Council and APPROVED by the Mayor this April 15, 2019.

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk

Agreement 20341 to Cancel Joint Parking Agreement Between City of Ketchum and Presbyterian Church of the Big Wood Inc.

This Agreement is made and entered into this ____ day of _____ 2019 by and between the Presbyterian Church of the Big Wood Inc. and the City of Ketchum, Idaho a Municipal Corporation.

WHEREAS, the City of Ketchum and the Presbyterian Church of the Big Wood Inc. entered into a Joint Parking Agreement in 2002, and;

WHEREAS, conditions have changed and the number of parking spaces available for public use in the Presbyterian Church parking lot are no longer available, and;

WHEREAS, public parking is available in the City owned parking lots and Rotary Park adjacent to the Presbyterian Church, and;

WHEREAS, the City has determined the 45 spaces located on the Church property is sufficient to meet any on-site parking requirements for the Church both now and in the future; and,

WHEREAS, the term of the 2002 Joint Parking Agreement provides that the parties can voluntarily cancel the Agreement in writing signed by both parties, and;

WHEREAS, both the City of Ketchum and Presbyterian Church of the Big Wood Inc. jointly agree to cancel the Joint Parking Agreement.

NOW THEREFORE, both parties jointly agree as follows:

1. Per Section 5 of the 2002 Joint Parking Agreement between the Church of the Big Wood Inc, and the City of Ketchum, both parties hereby jointly agree to the cancel the Joint Parking Agreement.
2. The City has determined the Presbyterian Church of the Big Wood Inc. is in compliance with Conditional Use Permit 99-005 and the 45 spaces on the Church property is sufficient to meet on-site parking requirements both now and in the future.

This Agreement shall cancel all obligations between the Church of the Big Wood Inc, and the City of Ketchum, to provide joint parking and maintenance for both parties.

CITY OF KETCHUM

PRESBYTERIAN CHURCH OF THE
BIG WOOD INC.

Neil Bradshaw, Mayor

President

ATTEST:

Robin Crotty, City Clerk