

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 16, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

November 21, 2011 City Council Agenda Report

The regular Council meeting will begin at 5:30 p.m.

3. COMMUNICATIONS FROM CITY STAFF.

- a) 2012 Ketchum Comprehensive Plan Update - Joyce Allgaier, AICP, Planning Manager.

Joyce Allgaier will update the City Council on progress being made on the 2012 Ketchum Comprehensive Plan Project. A detailed staff report from Joyce has been included in the packet for Council review.

RECOMMENDATION: This report is provided for informational purposes only. There are no recommendations at this time.

RECOMMENDED MOTION: None.

This is a legislative matter.

- b) Ketchum Arts Commission Progress Report - Jennifer L. Smith, Parks & Recreation Director.

Jen Smith will update the City Council on the activities of the Ketchum Arts Commission. A staff report from Jen has been provided in the packet for Council review.

RECOMMENDATION: This report is provided for informational purposes only. There are no recommendations at this time.

RECOMMENDED MOTION: None.

This is a legislative matter.

4. COMMUNICATIONS FROM THE PUBLIC.

- a) Economic Impact of the Arts - Claudia McCain, Ketchum Arts Commission Chair.

Claudia McCain, Ketchum Arts Commission Chair, will present "Economic Impacts of the Arts". The presentation was created by the Wood River Arts Alliance for illustrative and educational purposes. A staff report from Jen Smith has been included in the packet for Council review.

RECOMMENDATION: This report is provided for informational purposes only. There are no recommendations at this time.

RECOMMENDED MOTION: None.

This is a legislative matter.

6. PUBLIC HEARINGS.

- a) Lot 4, Block 41 Ketchum Townsite, Shoch Family L.P. Preliminary Plat and Phased Development Agreement - Joyce Allgaier, AICP, Planning Manager.

Staff is requesting that the hearing on this matter be continued to December 5, 2011.

RECOMMENDATION: Staff respectfully recommends the City Council approve the continuation of the public hearing concerning the application for Lot 4, Block 41 Ketchum Townsite, Shoch Family L.P. Preliminary Plat and Phased Development Agreement.

RECOMMENDED MOTION: *"I move to approve to continue the public hearing concerning the application for Lot 4, Block 41 Ketchum Townsite, Shoch Family L.P. Preliminary Plat and Phased Development Agreement to December 5, 2011."*

This is a quasi-judicial matter.

7. CONTRACTS AND AGREEMENTS.

- a) Recommendation to approve the Lanterns Townhome Amended and Restated Development Agreement located at Ketchum Townsite, Block 73, Lot 5 - Joyce Allgaier, AICP, Planning Manager.

The subject property is presently developed with one townhome unit. The subject amended and restated agreement recognizes a change in ownership of the subject property and amends the terms of development timing to allow development of a second unit in the future. A detailed staff report from Joyce Allgaier has been provided in the packet along with other pertinent materials.

RECOMMENDATION: Staff respectfully recommends the City Council approve the application by David and Wendy Kistler for the Lanterns Townhome Amended and Restated Development Agreement.

RECOMMENDED MOTION: *"I move to approve the application by David and Wendy Kistler for the Ketchum Townsite, Block 73, Lot 5, Lanterns Townhome Amended and Restated Development Agreement, finding the application meets with the applicable review standards, with the following condition: (1) The final documents shall be signed as appropriate by the City of Ketchum and applicant and be recorded by the applicant in the records of the Blaine County Clerk. Copies of the recorded documents shall be provided to the Planning and Zoning Department."*

This is a quasi-judicial matter.

- b) Recommendation to approve a Parks and Recreation Services Contract with the City of Sun Valley - Jennifer L. Smith, Parks & Recreation Director.

The Parks & Recreation Department is seeking approval of the FY2011-2012 Parks & Recreation Services Agreement with the City of Sun Valley. The scope of services to be provided has been reduced, as compared to prior years, in recognition of a reduction in funding provided by the City of Sun Valley. The contract is in the amount of \$20,000, as compared to prior years when it was \$30,000. A detailed staff report from Jen Smith detailing the changes in the contract has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2011-2012 Parks & Recreation Services Agreement with the City of Sun Valley in the amount of \$20,000.

RECOMMENDED MOTION: *"I move to approve the FY2011-2012 Parks & Recreation Services Agreement with the City of Sun Valley in the amount of \$20,000."*

This is a legislative matter.

- c) Recommendation to approve the FY2011-2012 Law Enforcement Services Agreement with Blaine County - Gary Marks, City Administrator.

The FY2011-2012 Law Enforcement Services Agreement with Blaine County remains substantially unchanged from the prior year's agreement. Due to ongoing cost control measures and sound management the fee for services has been reduced by \$22,844, from \$1,267,144 in FY2010-2011 to \$1,244,300 for the new agreement. The agreement has been reviewed by legal counsel to assure that no legal concerns exist. A copy of the agreement has been enclosed in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2011-2012 Law Enforcement Services Agreement with Blaine County in the amount of \$1,244,300.

RECOMMENDED MOTION: *"I move to approve the FY2011-2012 Law Enforcement Agreement with Blaine County in the amount of \$1,244,300."*

This is a legislative matter.

8. RESOLUTIONS.

- a) Resolution 11-026: Establishing a Parks & Recreation Development Fund - Jennifer L. Smith, Parks & Recreation Director.

Resolution 11-026 establishes a Parks & Recreation Development Fund designed to facilitate cash donations for Parks & Recreation programs and projects. A detailed staff report from Jen Smith and a copy of the resolution have been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 11-026 to establish a Parks & Recreation Development Fund.

RECOMMENDED MOTION: *"I move to approve Resolution 11-026 to establish a Parks & Recreation Development Fund."*

This is a legislative matter.

- b) Resolution 11-027: Accepting the canvassed election results for the November 8, 2011 election - Gary Marks, City Administrator.

Resolution 11-027 accepts the canvassed election results of the November 8, 2011 election. The Blaine County canvass of the vote found that the ballot measure proposing a Council-Manager Plan of Government failed with 440 YES votes and 582 NO votes. The election of City Council members associated with a Council-Manager Plan of Government is moot due to the failure of the ballot measure. The ballot measure proposing a new 15-year term for the Local Option Tax was approved with 751 YES votes and 239 NO votes. A staff report from Sandy Cady and a copy of Resolution 11-027 have been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 11-027 accepting the canvassed election results of the November 8, 2011 election.

RECOMMENDED MOTION: *"I move to approve Resolution 11-027 accepting the canvassed election results of the November 8, 2011 election."*

This is a legislative matter.

9. CONSENT AGENDA.

- a) Approval of minutes from the November 7, 2011 Council meeting.

Copies of the minutes from the November 7, 2011 Council meeting have been provided in the packet for Council review.

- b) Recommendation to approve current bills and payroll summary.

A list of bills for approval and the payroll summary have been included in the packet for Council review.

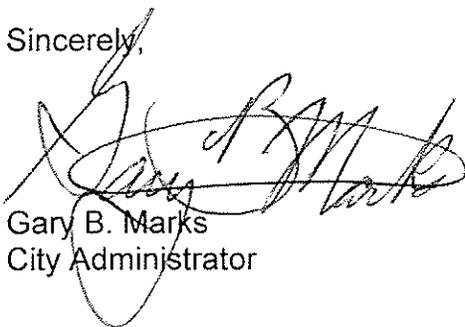
- c) Recommendation to approve a Right-of-Way Agreement with Fletcher Petroleum (Veltex Market).

Staff respectfully recommends approval of the Right-of-Way Agreement with Fletcher Petroleum (Veltex Market). Materials concerning this matter have been included in the packet.

- d) Recommendation to cancel the December 19, 2011 Regular City Council Meeting.

Staff respectfully recommends the City Council cancel the December 19, 2011 Regular City Council meeting. This recommendation is pursuant to the City's tradition of cancelling the last Council meeting in December.

Sincerely,



Gary B. Marks
City Administrator

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 15, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

"PLANNING OUR COMMON FUTURE": 2012 KETCHUM COMPREHENSIVE PLAN UPDATE

Introduction/History

We are moving ahead with the comprehensive plan project since the kick-off event in late October. This update will serve to share some of the key results of the citizen keypad polling process (in powerpoint presentation), update the council on next steps, report about on-going citizen involvement, and discuss some significant changes to the timeline.

Current Report

Please see the attached memorandum.

Financial Requirement/Impact

None at this time

Recommendation

None at this time

Suggested Motion

None at this time

Sincerely,

Joyce Allgaier, AICP
Planning Manager

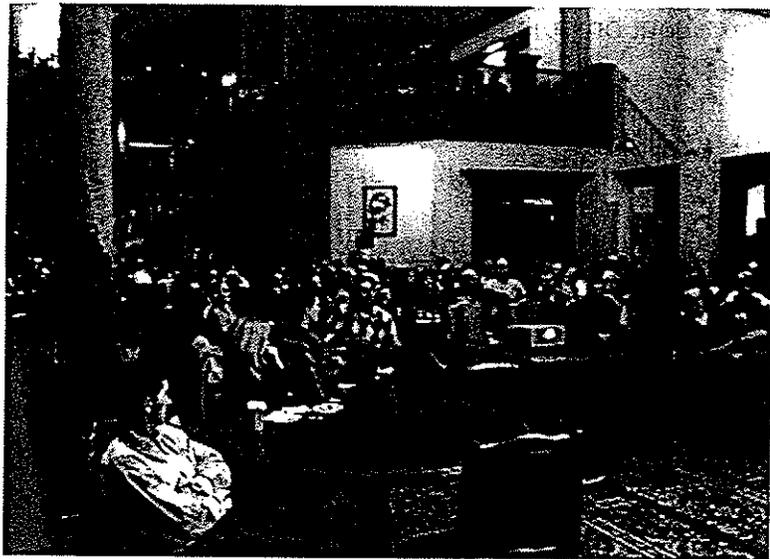
MEMORANDUM

TO: MAYOR HALL AND CITY COUNCIL
FROM: JOYCE ALLGAIER, PLANNING MANAGER
DATE: NOVEMBER 15, 2011
RE: 2012 COMPREHENSIVE PLAN UPDATE

This memo serves to provide an update on the status of the 2012 Ketchum Comprehensive Plan Project. I will give a presentation on the following key aspects of the project and look forward to discussing these things with you.

- KICK-OFF EVENT: *"Planning Our Common Future"* – the kick-off event for the plan project, was a big success with 220 people participating in the key pad polling process.

We had an engaging speaker, Chris Gates, and we gained some very good insights as to our community's values and areas of focus to achieve a desirable future. There was a lot of good energy and the momentum is going. One of our big goals is to keep people involved and excited. Please see

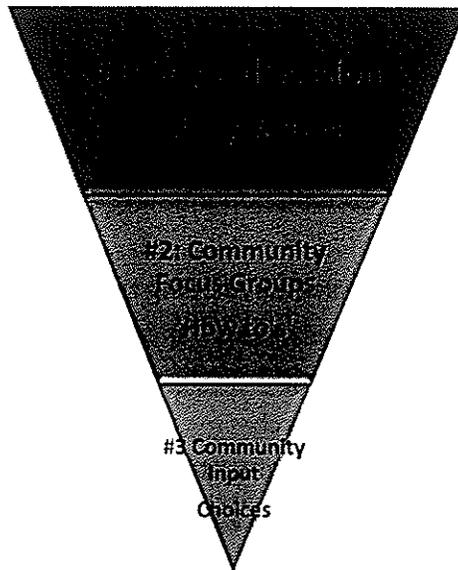


the attached results. Staff will go over some of the key results at your meeting. We have created another version of the results that represents a cross-tabulation of the questions with the demographic data. This is a rather large Excel document and can be accessed at www.ketchumidaho.org on the front page of the web site.

- NEWSLETTER: A new *"Planning Our Common Future"* Newsletter was initiated with the first edition released on Wednesday, 11/9 and sent to 211 people. The purpose of the

newsletter is to keep people posted on the comprehensive plan project and it will be used as a communication tool over the duration of the project. Over time, it will include:

- web links to all documents associated with the plan
 - announcements of citizens participation opportunities and events
 - Planning and Zoning Commission meeting dates, work sessions, special outreach, etc.
 - next steps in the process of developing the plan
 - surveys or links to on-line surveys, "questions of the month", etc.
 - results of previous meetings
 - results of studies and research
 - where to find draft plan documents
 - hot link to the new www.PlanKetchum.com web site (see more about this below)
 - and more
- **WEB SITE:** We acquired a new URL for a web site solely dedicated to the 2012 Comprehensive Plan Project. The web site is under construction right now and it is called www.PlanKetchum.com. This web site will be the go-to place for all information about the plan project.
 - **NEXT STEPS:** The final details are coming together, but the next steps will include community focus groups about key issues taken from the kick-off meeting. We expect to conduct these meetings during the first or second week of December. (This is after Thanksgiving, but before citizens really launch into full busy winter schedules.) The goal is to keep the momentum going while it is still fresh in people's minds; hence, not waiting until after the holidays. Focus groups will serve to further define the information we gained from the key pad polling session. Each stage of citizen engagement links to and informs the next step and the focus group work will draw on the kick-off results. While the kick-off results gave us excellent big picture values and visions, we need to get more nuanced input from the public about what they really mean. We can do this through focus groups that help take their ideas to a finer grain and help define what we can do to address the bigger picture values and visions. Focus groups would be convened to address a specific topic. They are small, facilitated groups for a defined period of time (say, 40 – 60 minutes) where everyone gets to speak to specific questions or ideas.



The goal is to flesh out the concepts and actions further...For example, using the issue of downtown vitality...What does downtown vitality look like? How do we get that? What can we do to address threats? What new ideas and opportunities do we need to explore?

Finally, following focus groups, I would anticipate another larger-group event, likely with key pad polling again. The focus of this session would be to take the ideas (refined and detailed) from the focus groups and find out what the community is willing to do, what the priorities for action are, and possibly, how much are they willing to pay for implementing actions and strategies.

- FOCUS GROUP TOPICS: After analyzing the results, staff sees the areas for extra focus to be the following topics listed below.
 - Downtown vitality
 - Preserving small town character and friendly feeling
 - Building a vital economy –economic diversity, increasing jobs, and education
 - Attracting and retaining young people
 - Creating diverse and affordable housing options
 - Becoming a “greener” community
 - Increasing and improving mobility options – walkability, bike-ways, trails, and transit
 - Build tourism opportunities – marketing, events, lodging, and collaboration
- WORK PROGRAM: On 11/14/11, the Planning and Zoning Commission met to discuss expectations, process, work sessions, and their role in the comprehensive plan rewrite.

The Commission is reviewing the focus group topics and the draft questions for use in those sessions. They will have a large role in the development of the plan and it will take extra time from their regularly scheduled meetings. The Commission and staff may need to commit one regularly scheduled meeting a month (perhaps not all months) to work sessions on the plan. The Commission's role will largely focus on:

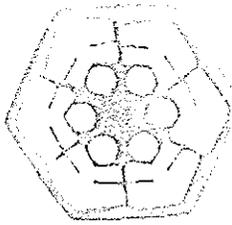
- Overall, recommending a comprehensive plan to the City Council for adoption,
- Participating in citizen engagement processes,
- Reviewing draft language, research, and studies,
- Providing insight and advise on special topics,
- Assisting in the development of goals, policies, and implementation strategies,
- Reviewing and evaluating the Ketchum 2001 Comprehensive Plan (and other key documents – i.e., DT Master Plan) and extracting relevant components, and
- Any other areas where their expertise can assist in developing the document

At this time, staff is working on the organization of the focus group meetings, including the content questions for discussion. Staff is also creating a format for the plan document around which we can infill content and have an end product outline on which to focus on.

With the kick-off event behind us and citizen excitement about the project, staff agrees with the idea of trying to move this project along as quickly as possible. Our target is to have the final draft prepared and be engaged in the adoption process within a year – by November 2012. A timeline with generalized tasks toward accomplishment is attached. This is an ambitious goal that will take a lot of teamwork and some sharing of duties within the department in order to put the person-hours into the project that would have been spread out over a year and a half to two years. This goal for a more condensed project timeline can also advise the style and content of the plan product. While we will meet all of the requirements of Idaho law and truly reflect the vision of the community through the plan, we will strive to keep it streamlined, consolidated, “bigger picture”, and a useful, alive document.

City of Ketchum Comprehensive Plan Project

2011		2012										
Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
KICK-OFF!												
Project Start-up & Public Participation												
Existing Conditions & Planning Analysis												
Goals, Policy, Initial Plan Drafting												
Future Land Use												
Implementation/Action Strategies												
Final Drafting of Comprehensive Plan												



Planning Our Common Future

A Vibrant Community • A Vital Economy • A Healthy Environment

Your VOICE, Your VALUES, Your VISION

November 2011



A Huge Thank You to our host Chris Coffey for his hard work for the evening!

Who Attended:



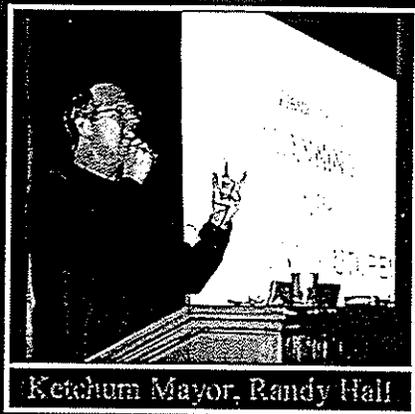
- 376 total attendees
- 40% male / 60% female
- 77% age 18-34
- 13% age 35-44
- 7% age 45-54
- 1% age 55-64
- 1% age 65+
- 77% live in Ketchum
- 13% live in Blaine
- 10% live in other areas
- 75% live in the Ketchum area
- 25% live in other areas
- 50% live in the Ketchum area
- 25% live in other areas
- 25% live in other areas

Want to check out some Fancy Graphs?
Here are ALL the Results

Thank you for coming out to PLANNING OUR COMMON FUTURE!

We had a tremendous turn-out with 220 participants!

AND 95% of you said you would continue to be involved. We couldn't be happier!



Ketchum Mayor, Randy Hall

We will be sending out email updates to keep you updated.

Your VOICE, your VALUES, and your VISION will make this new comprehensive plan truly reflect our community!

- Joyce Allgaier, Planning Manager, City of Ketchum

jallgaier@ketchumidaho.org & 208.727.5084

Highlights of How Attendees Voted



The Top 3 Ketchum treasures are:
Beautiful environment
Small town character & friendliness
Trails and open space

What troubles you about Ketchum's future?
The top three responses were: attracting and keeping young people here, lack of a living wage, and high cost of living

The most threatened treasure:
An "alive downtown"

In defining what type of community Ketchum

from the Key Pad Polling!

[Click to go Directly to the Results](#)

should be, 69% said that we are a "resort community" and we should strive to be balanced between a "livable community for locals and a great resort destination"

What are the most important opportunities & efforts for a positive future? The top four responses were: attract and retain young people/families, more diverse economy, improve access to reliable air service, expand tourism base



Looking Forward

Your input at the Keypad Polling session has provided a picture of what you VALUE about our community. You identified the things you treasure most, those that you feel are most at risk, and the areas of opportunity for our community to grow and improve.

WHAT'S NEXT?

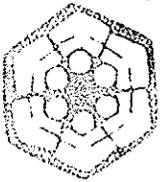
Next, we are going to host several Community Focus Group sessions at which we will "drill down" into the specific topics and issues that you told us are important to you, and discuss how to's.

KEY TOPICS for FOCUS GROUPS:

- Create and sustain downtown vitality
- Preserve our small town character and friendliness
- Build a vital economy, including economic diversity, increasing jobs, and educational opportunities
- Attract and retain young people
- Create diversified and affordable housing
- Become a "greener" community
- Build our tourism opportunities, including marketing, events, lodging, collaboration
- Support community mobility including walkability, bike-ways, trails, and transit options

The Community Focus Group sessions are planned for early December. In addition, we will be doing short-online surveys that you can take by going to www.townofjacobsville.com. This site is currently being built, but we hope when it's complete you will check it out for updates and next steps.





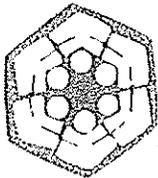
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Welcome to

PLANNING

OUR

COMMON FUTURE!

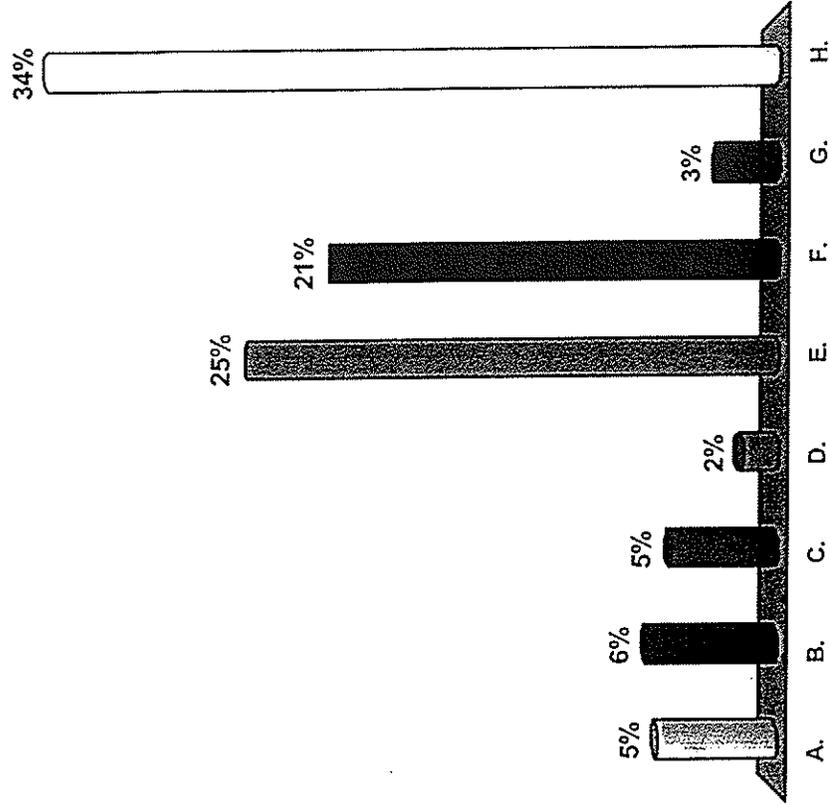


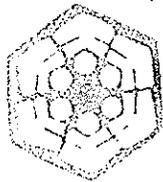
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1. Have you ever lied to your mother? (Select one)

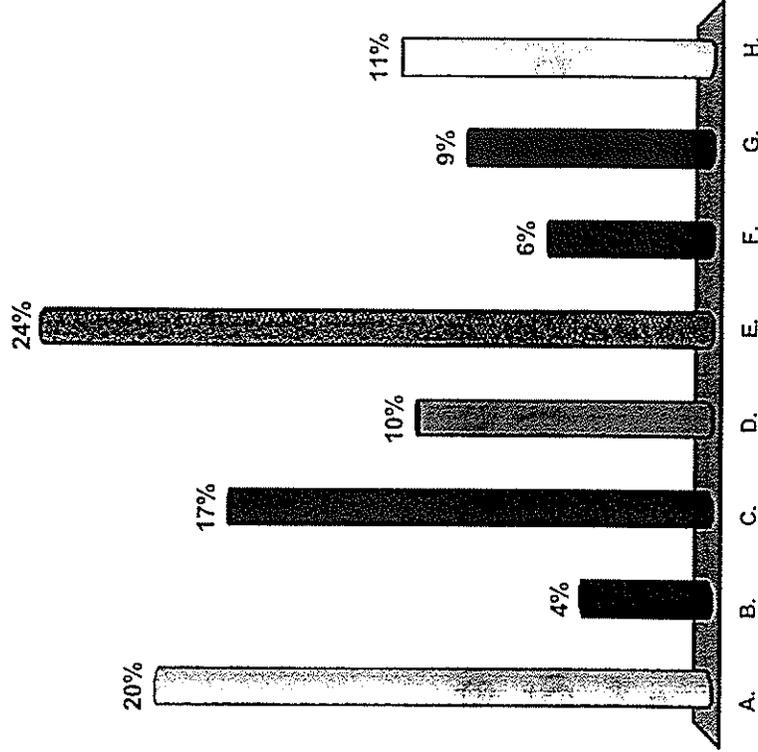
- A. Never
- B. Only once or twice
- C. Once, and I paid dearly for it
- D. I was young and candy was involved
- E. I'd prefer, "an occasional stretching of the truth"
- F. Only when it was in her best interest
- G. My brother/sister made me do it
- H. Too many times to count

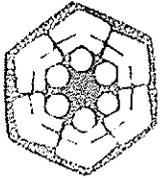




2. What are your favorite futurist movies? (Priority Rank Top 3)

- A. Avatar
- B. Sleeper
- C. The Matrix
- D. Blade Runner
- E. Star Wars
- F. Planet of the Apes
- G. An Inconvenient Truth
- H. Futurist movies aren't really my thing



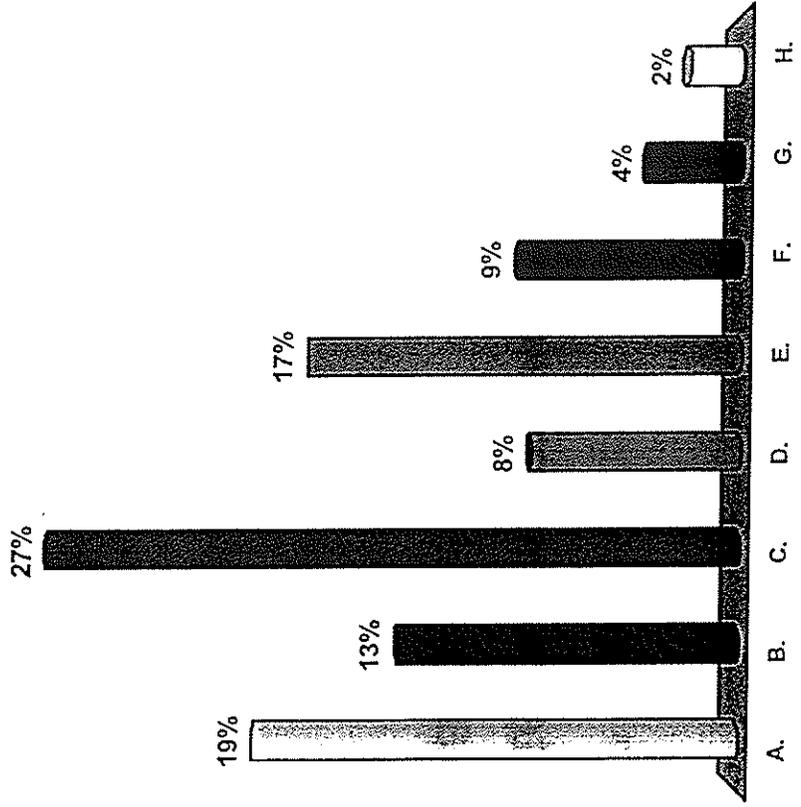


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3. Where do you live (incl 2nd homes) in the Wood River Valley area? (**Select one**)

- A. Ketchum - Core
- B. West Ketchum
- C. Warm Springs
- D. Ketchum - Other
- E. Unincorporated Blaine County
- F. Hailey
- G. Sun Valley
- H. Other

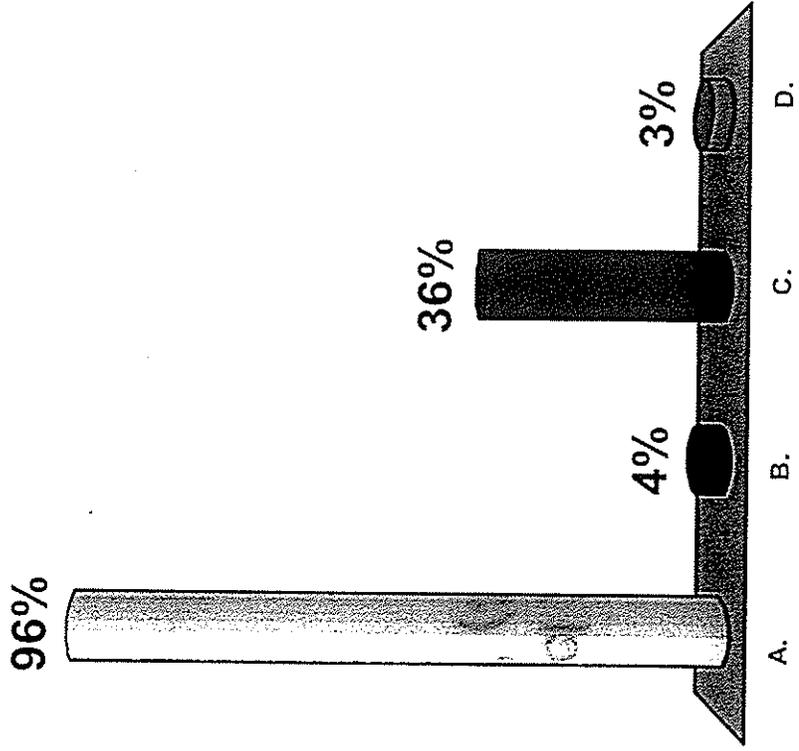


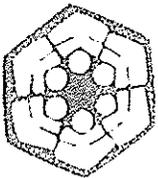


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4. Are you a fulltime resident, part time resident, business owner, and/or other? (**Select all that apply**)

- A. Full Time
- B. Part Time
- C. Business owner
- D. Other

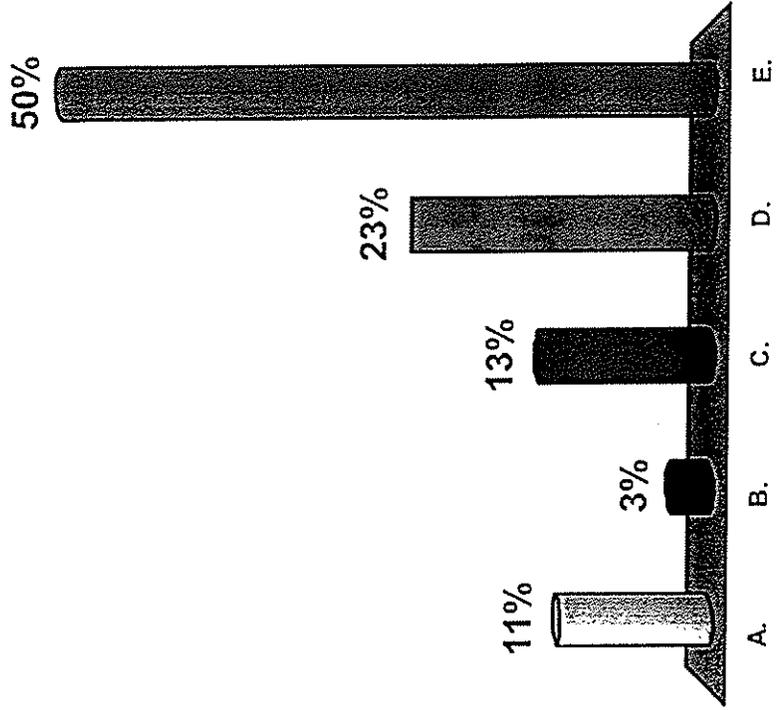




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5. How long have you lived (incl 2nd homes) in the Wood River Valley? (**Select one**)

- A. 3 years or less
- B. 3-5 years
- C. 6-10 years
- D. 11-20 years
- E. 21 years or more

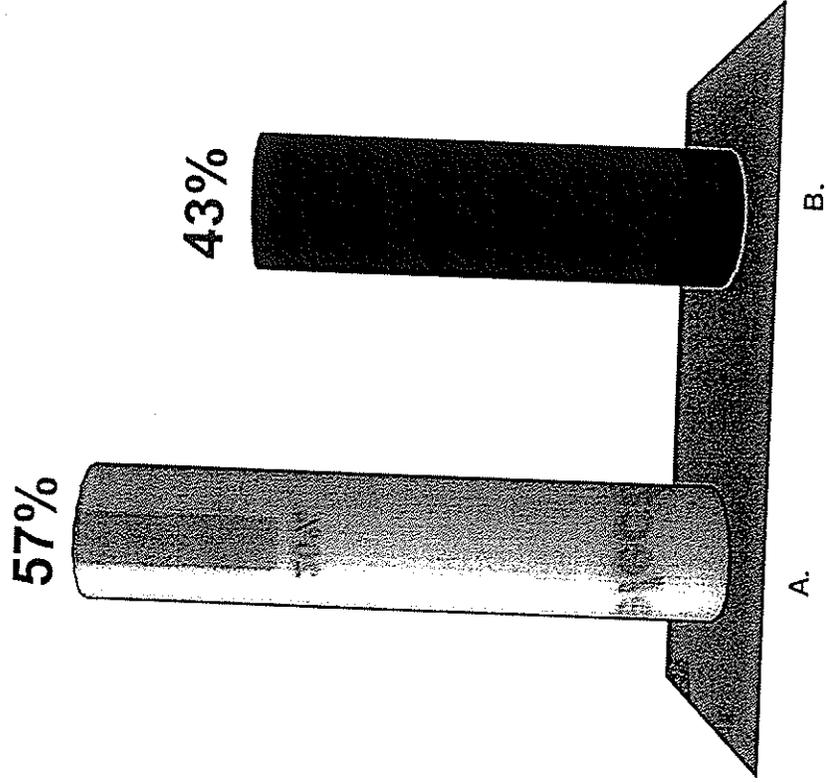


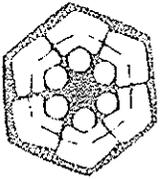


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6. What is your gender? (Select one)

- A. Male
- B. Female

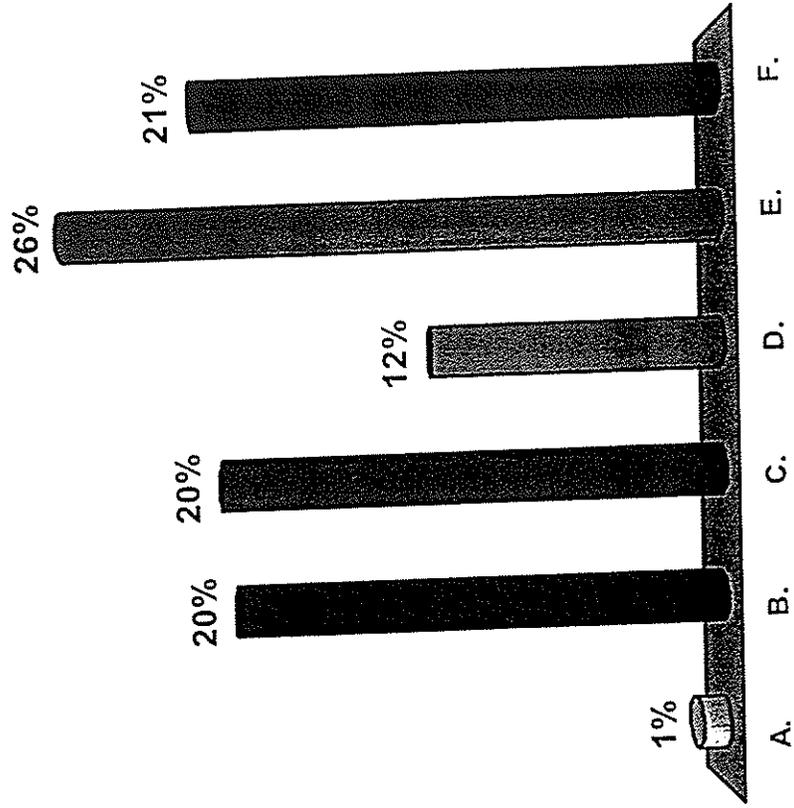




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What is your age? (Select one)

- A. 20 or under
- B. 21-30
- C. 31-40
- D. 41-50
- E. 51-60
- F. Over 60

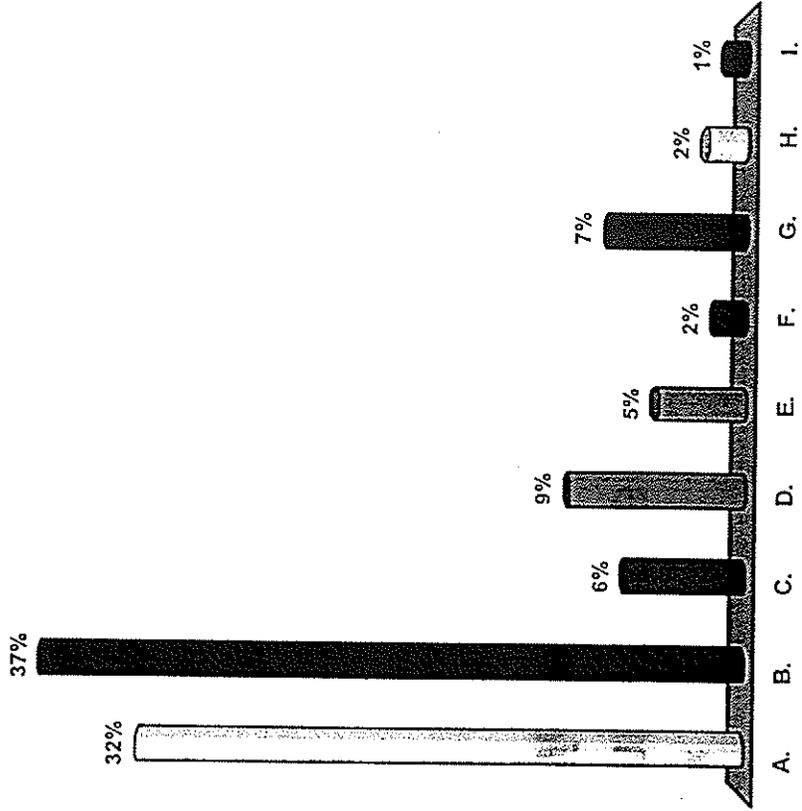


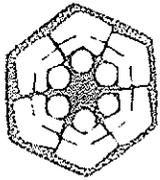


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8. Where do you primarily work? (Select one)

- A. Private Business
- B. Self-employed
- C. Government
- D. Non-profit
- E. Education
- F. Student
- G. Retired
- H. Other
- I. Too wealthy to work!



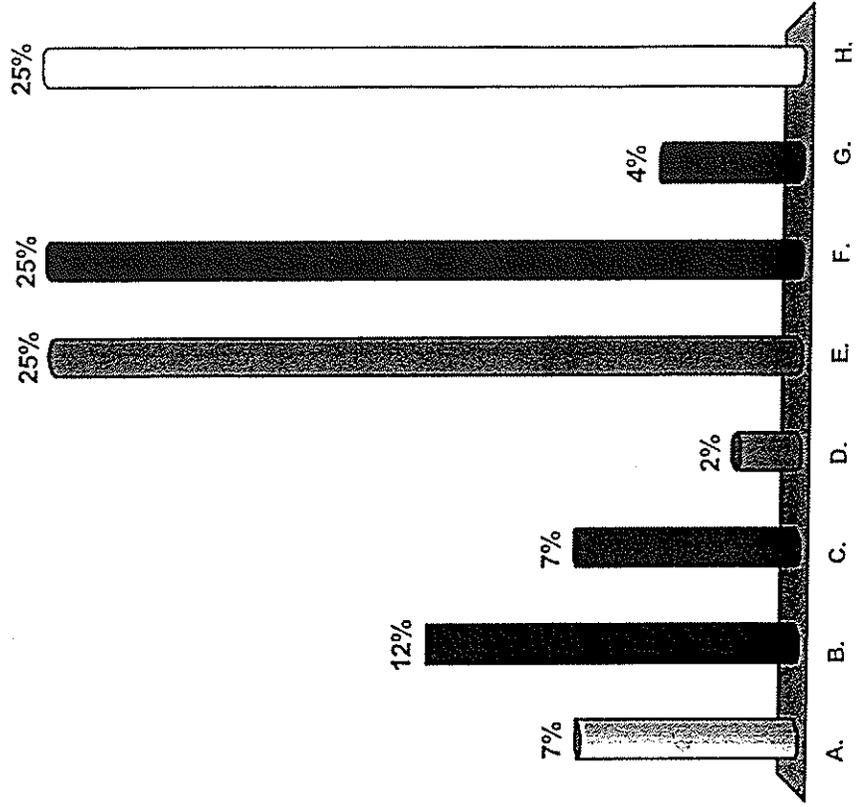


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9. What are the most important reasons you live in the Ketchum area? (*Priority Rank Top 3*)

- A. I grew up here
- B. Great place to raise a family
- C. Work
- D. Good schools and education
- E. Small town/friendliness
- F. Great skiing/recreation
- G. Arts and culture
- H. Beautiful environment

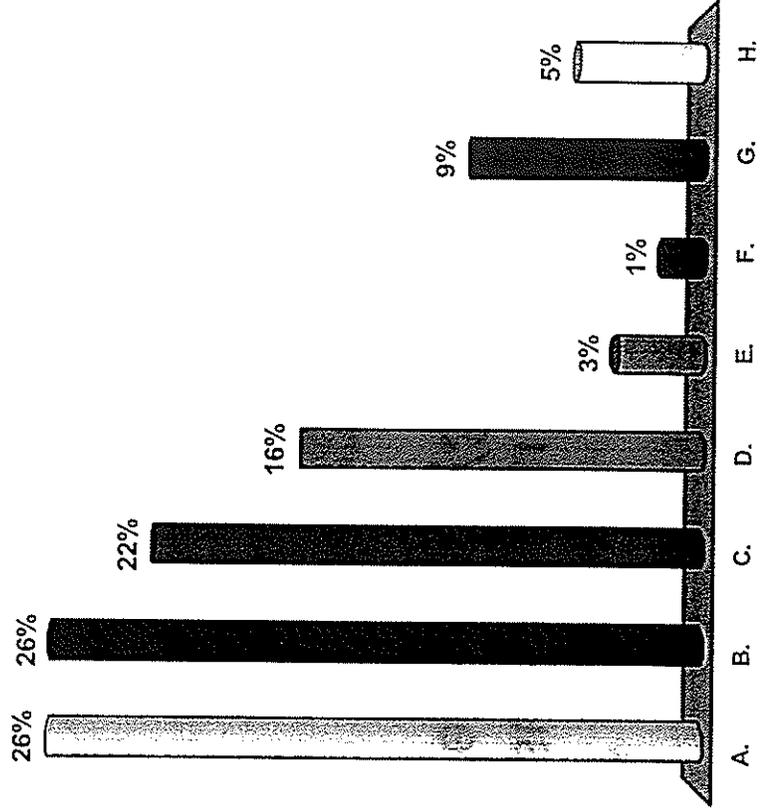


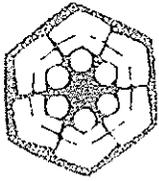


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10. What Ketchum treasures should most be protected? (*Priority Rank Top 3*)

- A. Small town/friendliness
- B. Beautiful environment
- C. Trails and open space
- D. Alive downtown
- E. Access to good health care
- F. Uncongested roads
- G. Safe community
- H. Arts and culture



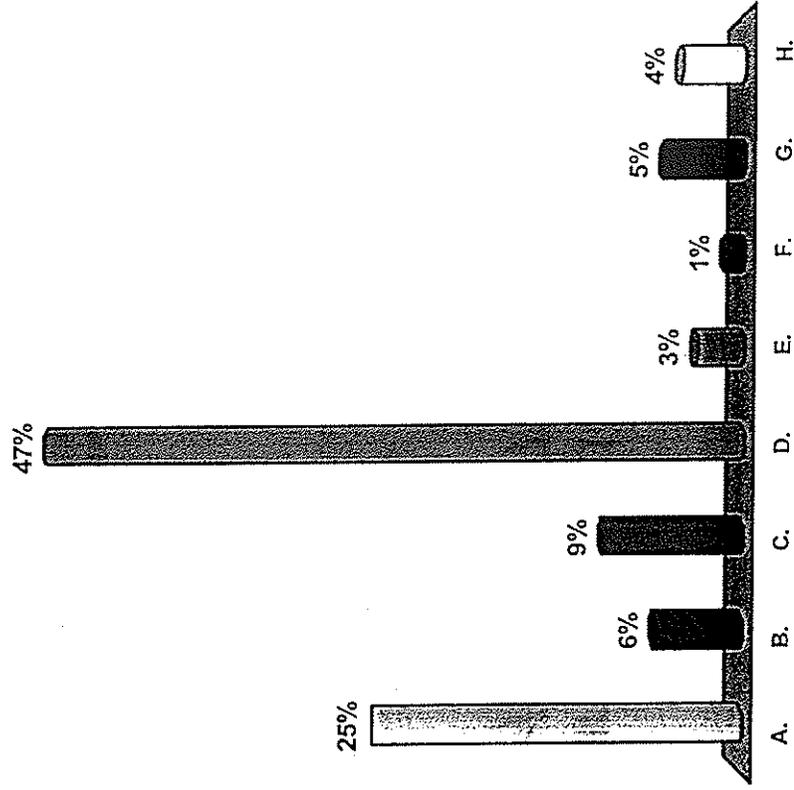


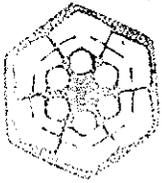
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11. What one Ketchum treasure do you feel is most vulnerable to change or threatened? (*Select just one*)

- A. Small town/friendliness
- B. Beautiful environment
- C. Trails and open space
- D. Alive downtown
- E. Access to good health care
- F. Uncongested roads
- G. Safe community
- H. Arts and culture

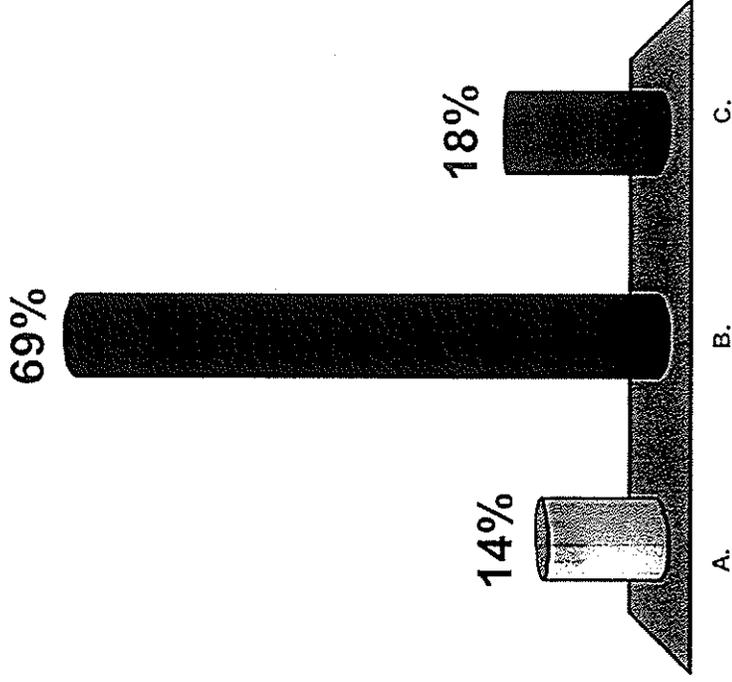


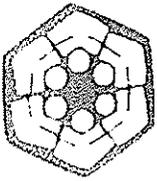


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12. Which of the following statements do you agree with most? (**Select one**)

- A. We should accept that Ketchum/Sun Valley is a resort area. Our planning efforts should focus on being a great destination resort area.
- B. Our ski industry is important, but Ketchum/Sun Valley should also be a diversified community. Our planning efforts should balance between a focus on building a livable community for locals and being a great resort destination - a resort community.
- C. Ketchum/Sun Valley should be a diversified community. We should reduce our dependence solely on the resort industry. Our planning efforts should focus mostly on diversifying our economic base.

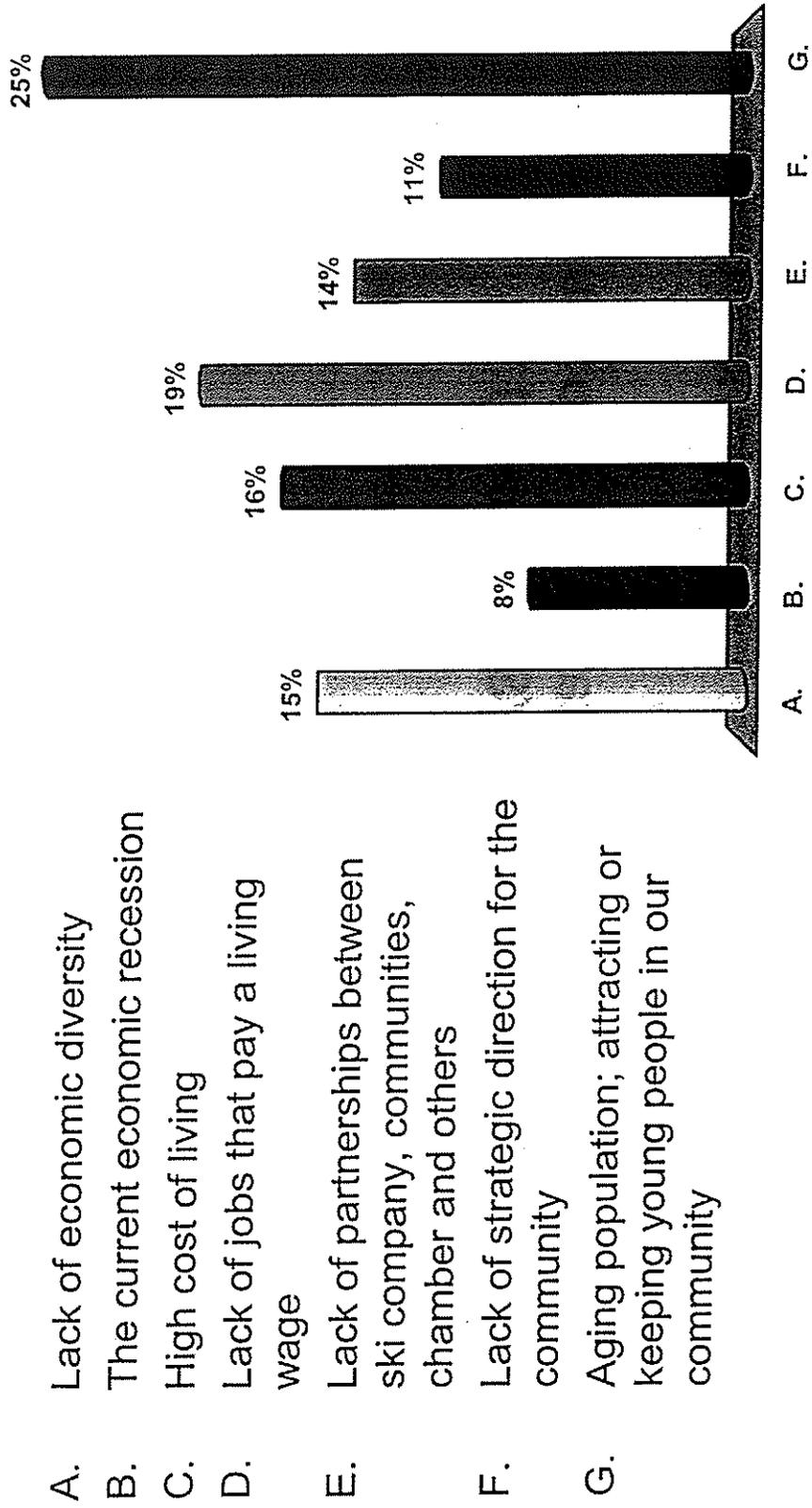




Planning Our Common Future

A Vibrant Community • A Vital Economy • A Healthy Environment

13. What are the most troubling issues that could negatively affect Ketchum's future? (*Priority Rank Top 3*)

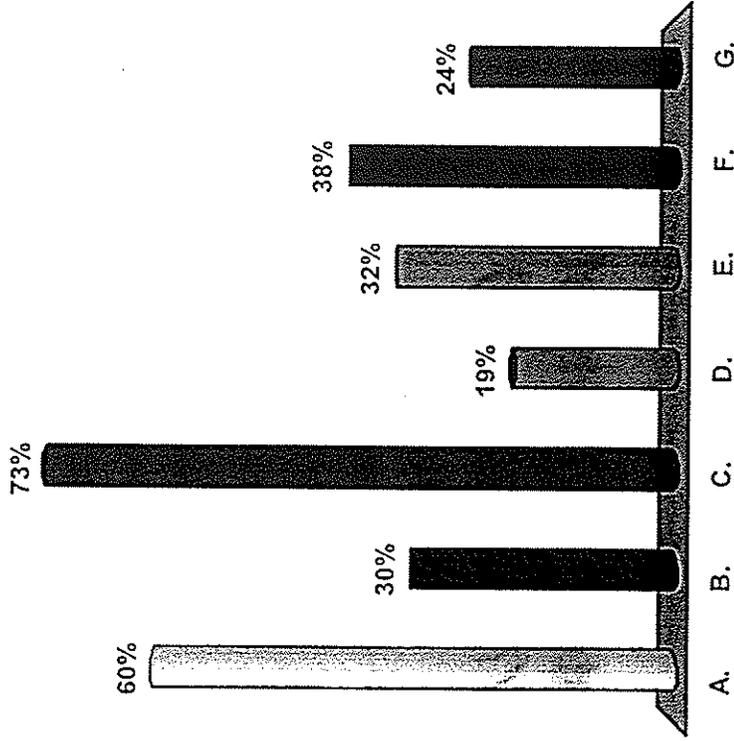


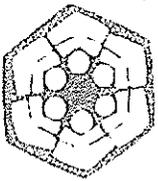


Planning Our Common Future
A Vibrant Community • A Vital Economy • A Healthy Environment

14. What are the opportunities that could most positively affect Ketchum's future? (*Select up to three*)

- A. Building a more diverse economy
- B. Expanding our tourism base
- C. Attracting and retaining young people and families
- D. Expanding recreational opportunities
- E. Building partnerships between ski company, towns, chamber, and others
- F. Improving access to reliable air service
- G. Increasing opportunities for higher education in the north valley

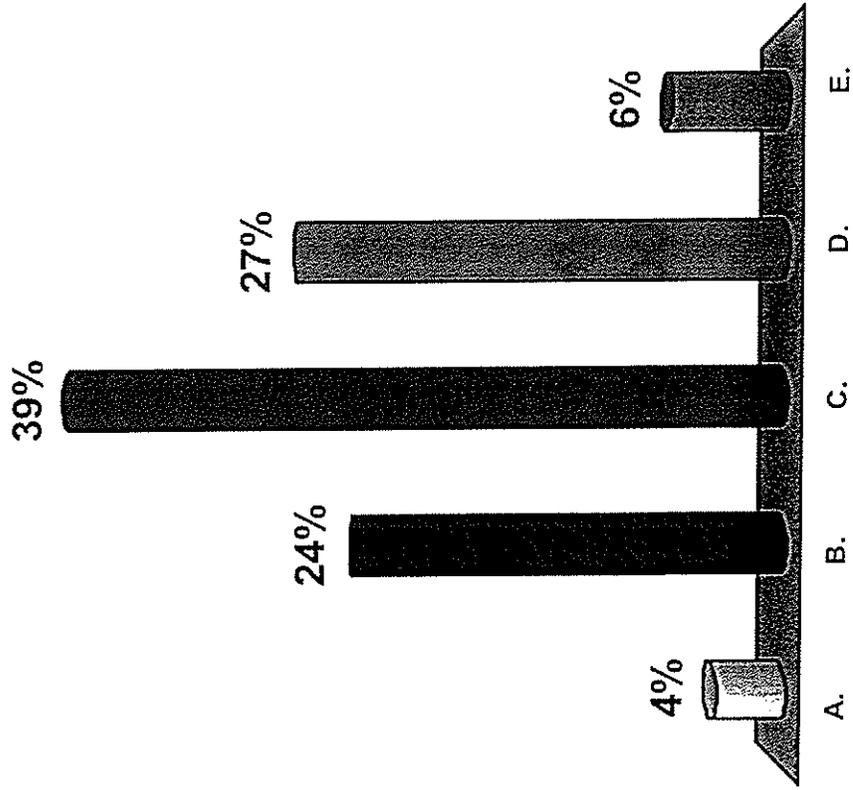




Planning Our Common Future
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15. Overall, how would you rate the vitality of the Ketchum community? (**Select one**)

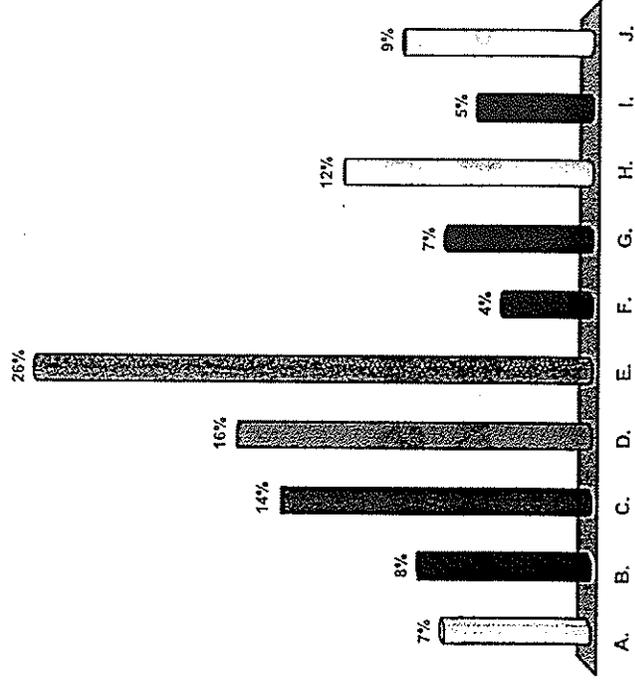
- A. Very high
- B. High
- C. Moderate
- D. Somewhat low
- E. Very low

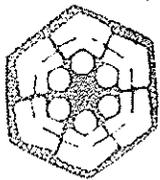




16. Please indicate the importance of the following issues to Ketchum's vitality. (*Priority Rank Top 3*)

- A. Transportation options
- B. Diversity of housing
- C. Cost of living
- D. Age diversity
- E. A thriving economy/employment
- F. Diverse educational opportunities
- G. Special events
- H. Great skiing and recreation
- I. Arts and culture
- J. Growing tourism and lodging

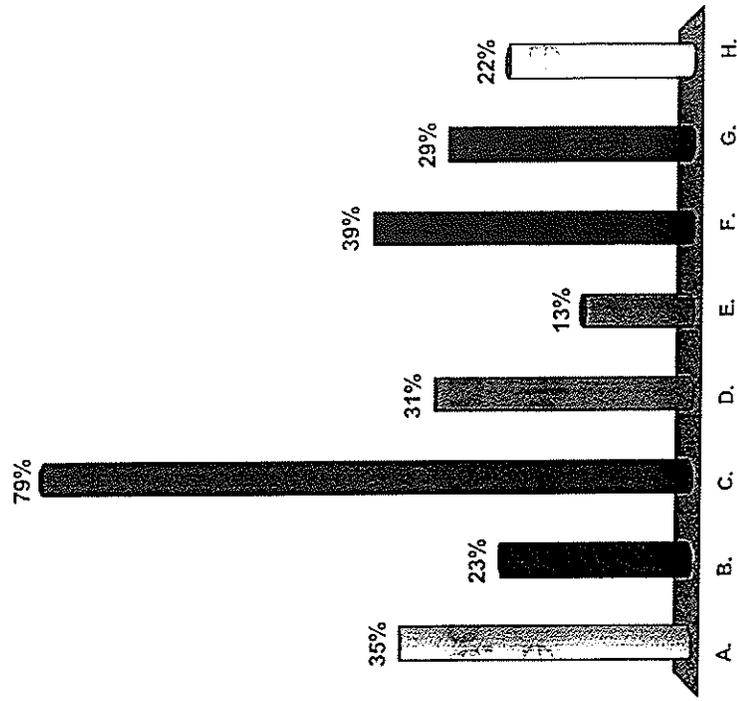




Planning Our Common Future
A Vibrant Community • A Vital Economy • A Healthy Environment

17. What actions do you think would most contribute to the vitality of the Ketchum community? (*Select up to 3*)

- A. Collaborate with others to implement an economic development plan
- B. Improve technology infrastructure
- C. Create opportunities for young people to live and work here
- D. Diversify/increase the housing base in Ketchum
- E. Expand recreational opportunities
- F. Host more special events -sporting and entertainment
- G. Increase marketing
- H. Bring in higher education in the north valley



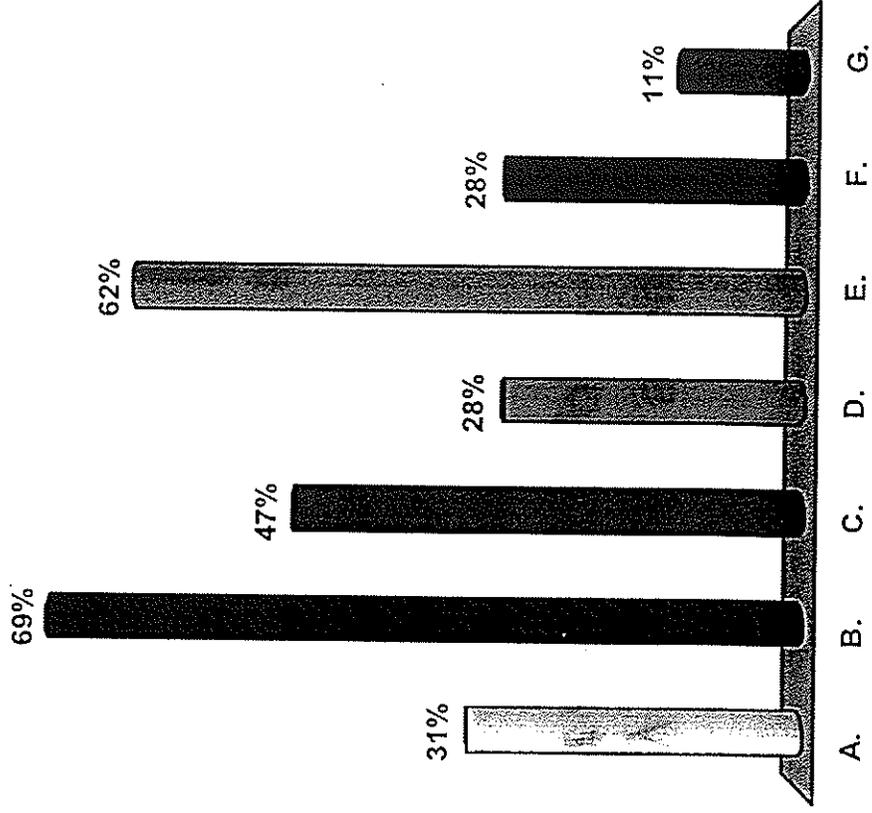


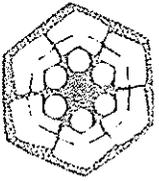
Planning Our Common Future

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18. Please select the environmental issues you think are most important to the community. (*Select up to 3*)

- A. Climate change (greenhouse gases)
- B. Water use and quality
- C. Waste reduction and recycling
- D. Food security and production
- E. Hillside preservation
- F. Wildfire
- G. Air pollution

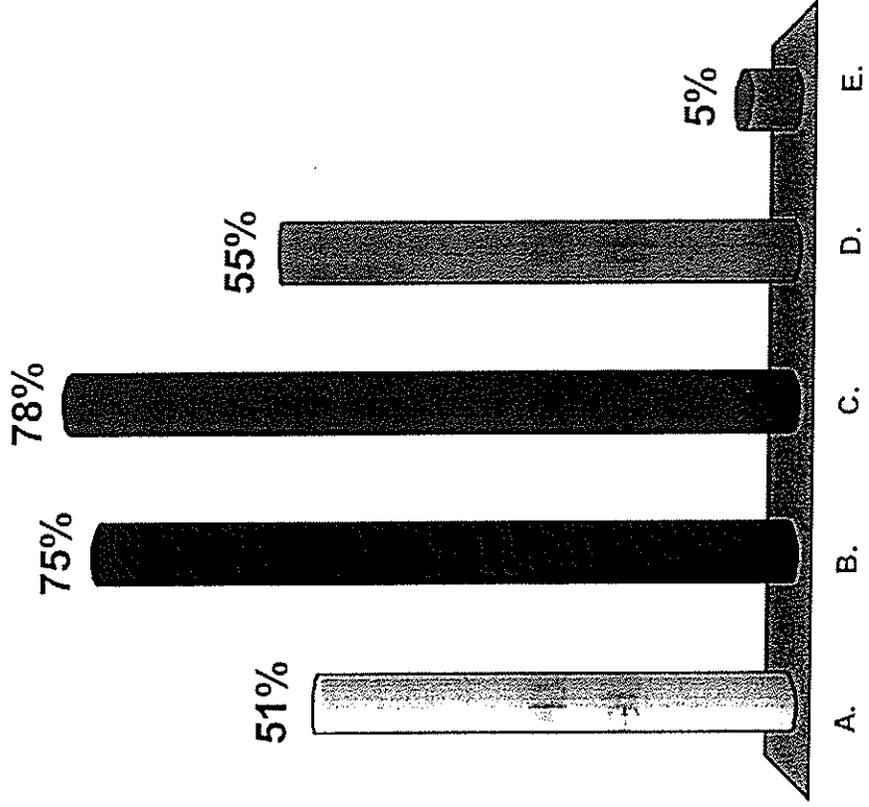




Planning Our Common Future
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19. Which of the following energy measures should the City pursue? (**Select all that apply**)

- A. Energy efficiency in municipal buildings
- B. Energy efficiency in the community as a whole
- C. Renewable energy (solar, wind, hydro, geothermal)
- D. Reducing vehicular energy consumption
- E. None

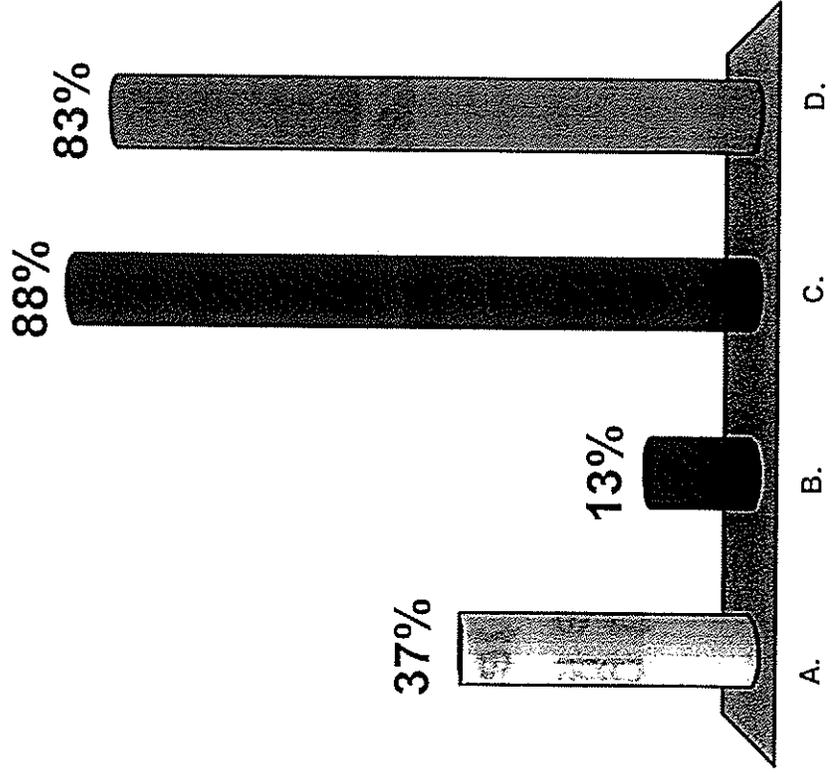


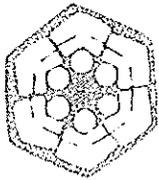


Planning Our Common Future
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20. Which of the following alternative modes of transportation do you use? (*Select all that apply*)

- A. Local bus/van service
- B. Regional bus/van service
- C. Biking on bike lanes or paths
- D. Walking on sidewalks





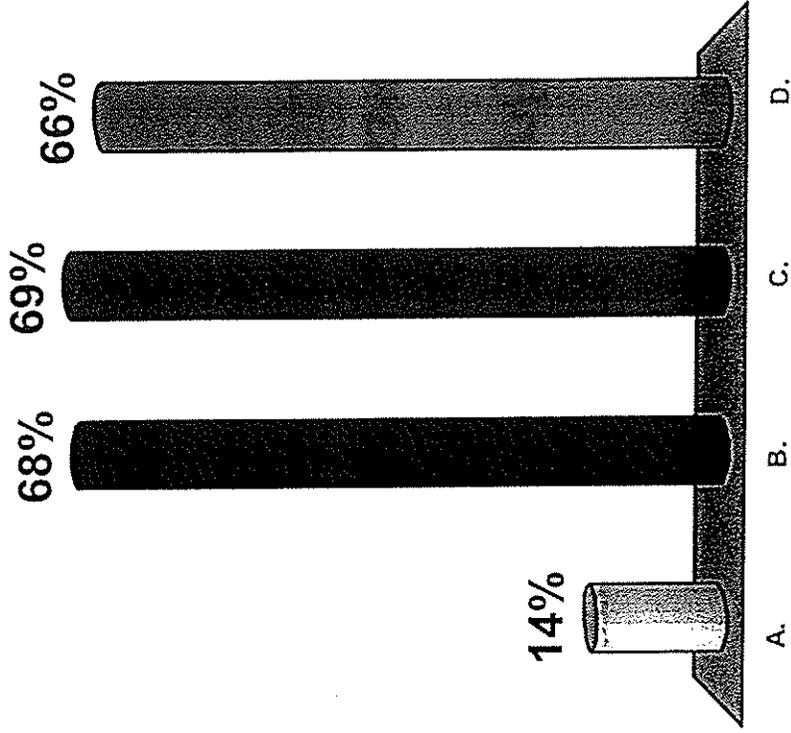
Planning Our Common Future

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21. Which of the following transportation amenities do you feel are important?

(Select all that apply)

- A. High occupancy vehicle (carpool) lanes
- B. Local and regional bus service
- C. More bike lanes and paths
- D. Connected and lighted sidewalks



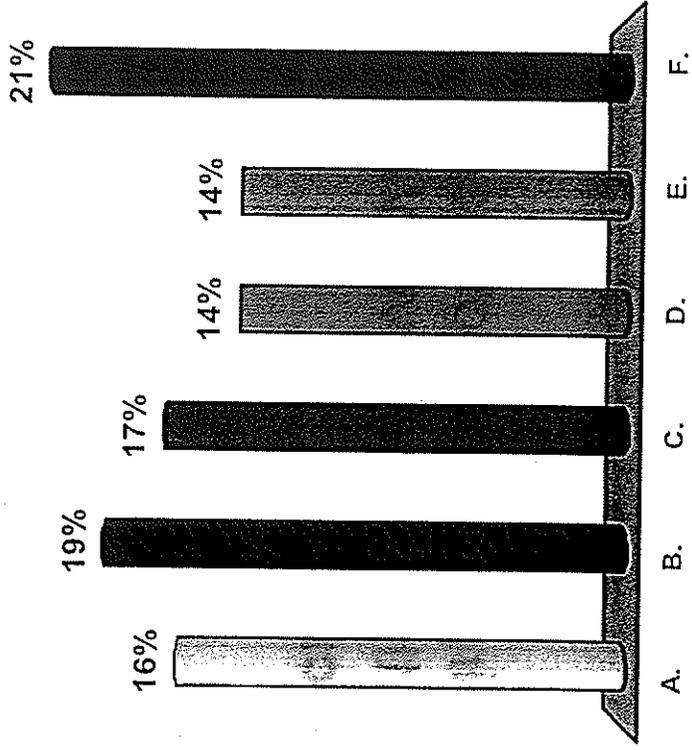


Planning Our Common Future

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25. Ketchum has sufficient parking to serve the needs of locals and visitors. (**Select one**)

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree
- F. Agree, we should be using more bikes anyway

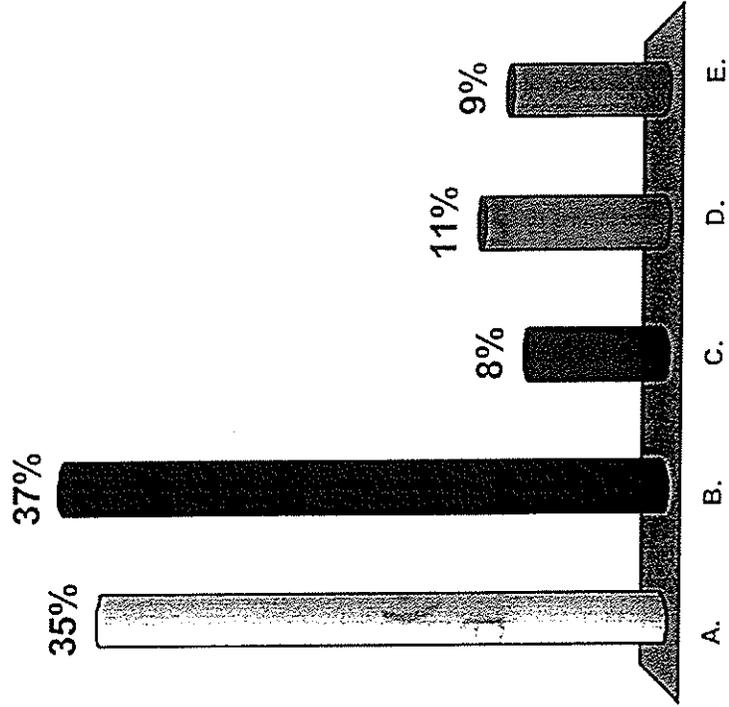




Planning Our Common Future
A Vibrant Community • A Vital Economy • A Healthy Environment

23. Some people feel the Hailey airport does not meet the current and future needs of the Wood River Valley area? (**Select one**)

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree



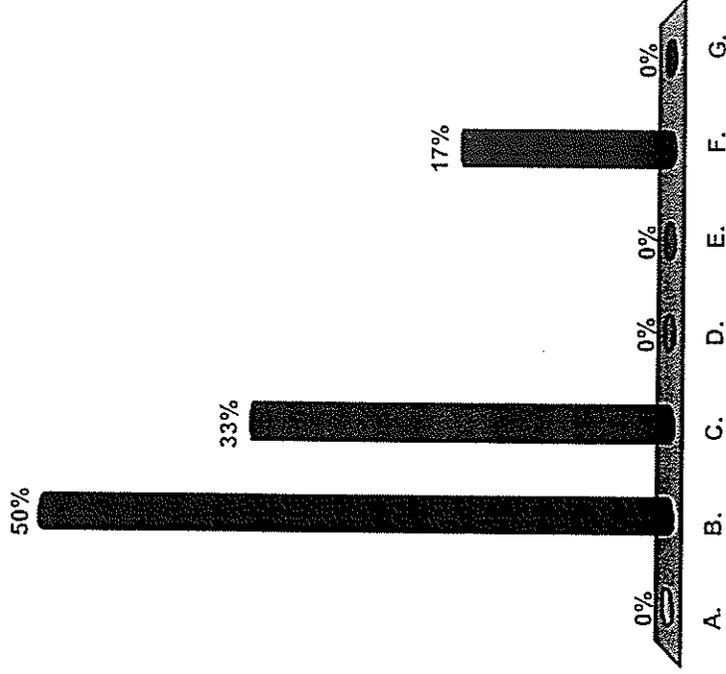


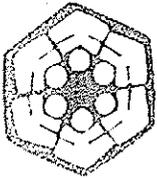
Planning Our Common Future

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24. The following 7 statements express values for the community's economic development efforts. Which do you feel are most important? (*Select two*)

- A. Ketchum should build and sustain a quality of life that attracts and retains targeted businesses and workforce aligned with core values of the community.
- B. Ketchum should create a built environment that protects the natural environment and is consistent with our mountain town character and outdoor lifestyle.
- C. Ketchum should pursue strategic business development that ensures vitality, a balanced economy and ongoing economic growth.
- D. We should retain downtown as the social, cultural, civic and commercial heart of the community, while strengthening the roles and vitality of other districts.
- E. Ketchum should build strategic collaborations for economic development.
- F. Ketchum should execute, monitor and adjust its economic plan strategically to attain economic, social and environmental sustainability in the community.
- G. We support the provision of essential services, resources, information, facilities and infrastructure for balanced economic development.

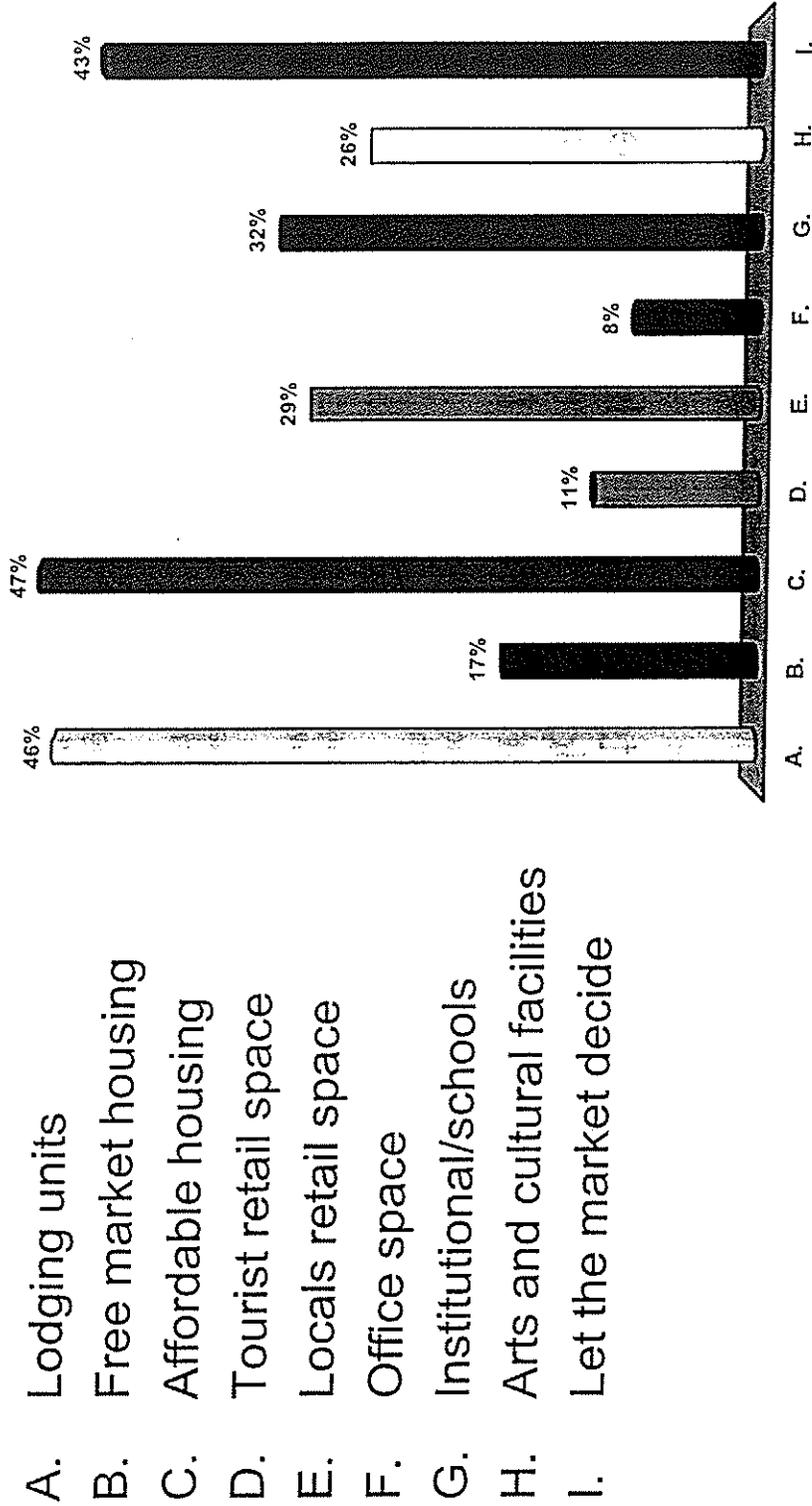




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25. I would like to encourage the following type of development. (*Select up to three*)



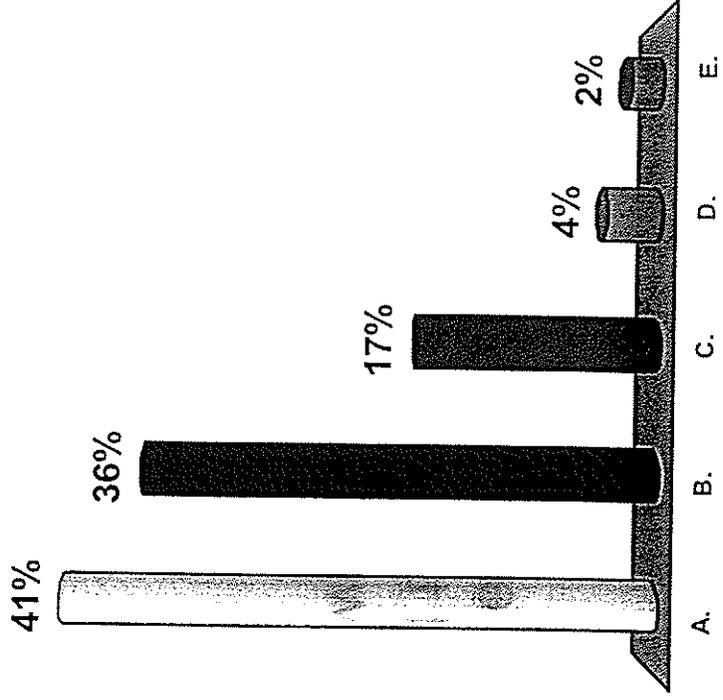


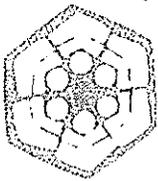
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26. I believe that Ketchum should strive to become a “greener” community and brand itself as such in order to fulfill our own values and attract like-minded residents and visitors. **(Select one)**

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree

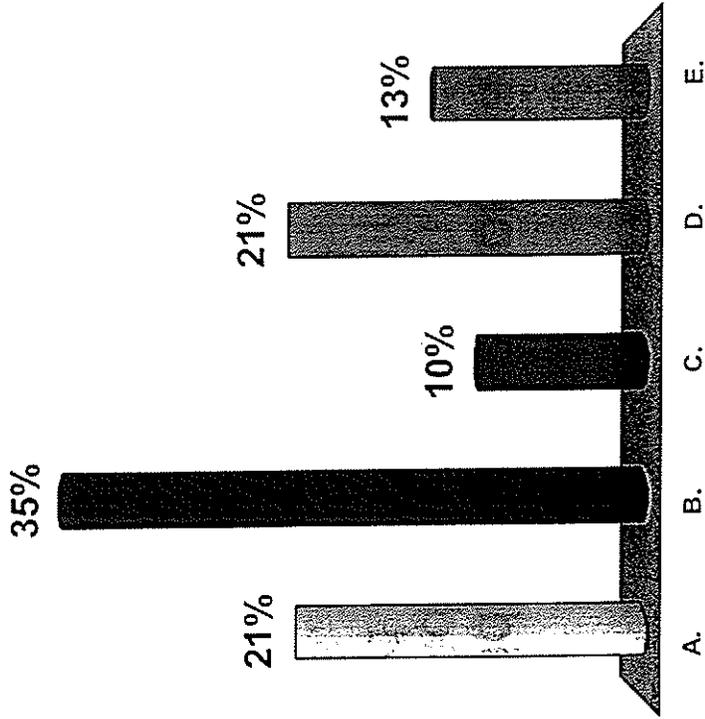




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27. We need to have places to go for every-day necessities, but I don't think locals need to be able to buy everything they need in town. (**Select one**)

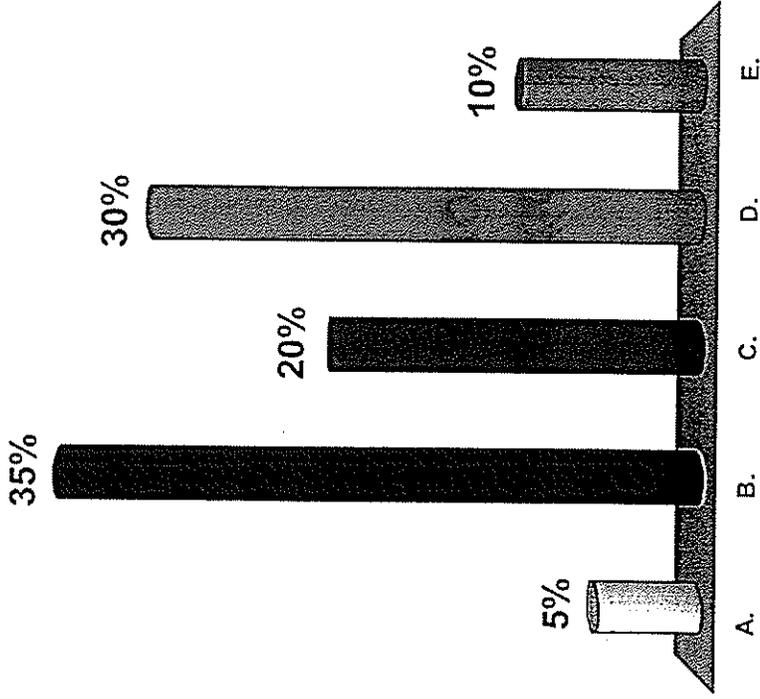
- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree

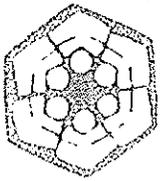




28. Considering that there are retail options down valley, on the internet, in Boise and Twin Falls, how satisfied are you with the retail options in Ketchum? (**Select one**)

- A. Very satisfied
- B. Satisfied
- C. Neutral
- D. Dissatisfied
- E. Very dissatisfied

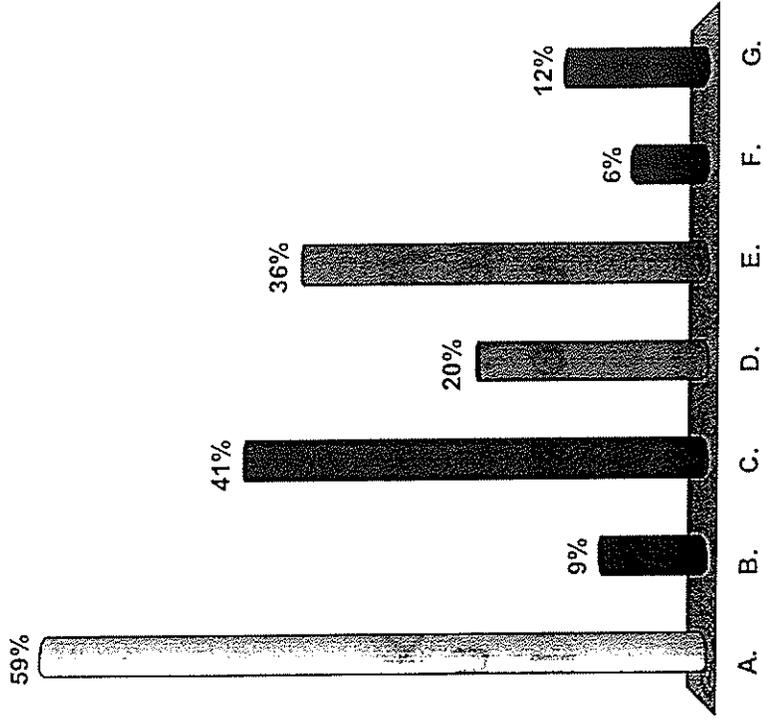




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29. The “But, I can’t buy underwear here.” question...What retail sectors would you like to see improved?
(Select two)

- A. Everyday clothing/shoes
- B. Boutique clothing/shoes
- C. Groceries
- D. Household sundries
- E. Hardware items
- F. Children’s clothing and items
- G. Arts and crafts supplies

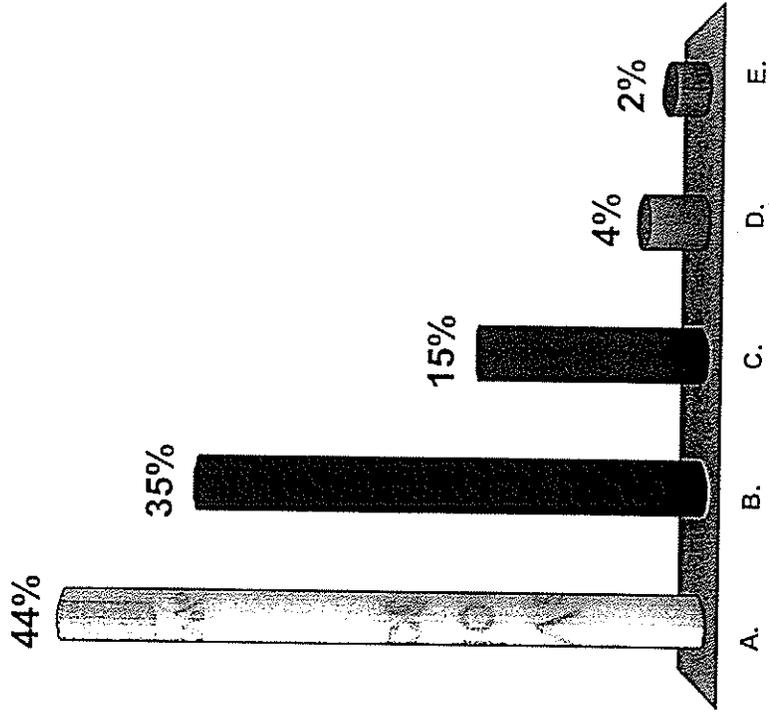


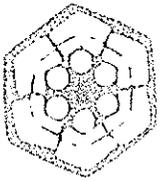


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30. Ketchum and the Wood River Valley should strive to become a center for innovation in green design, energy efficiency, and renewable technologies. **(Select one)**

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree

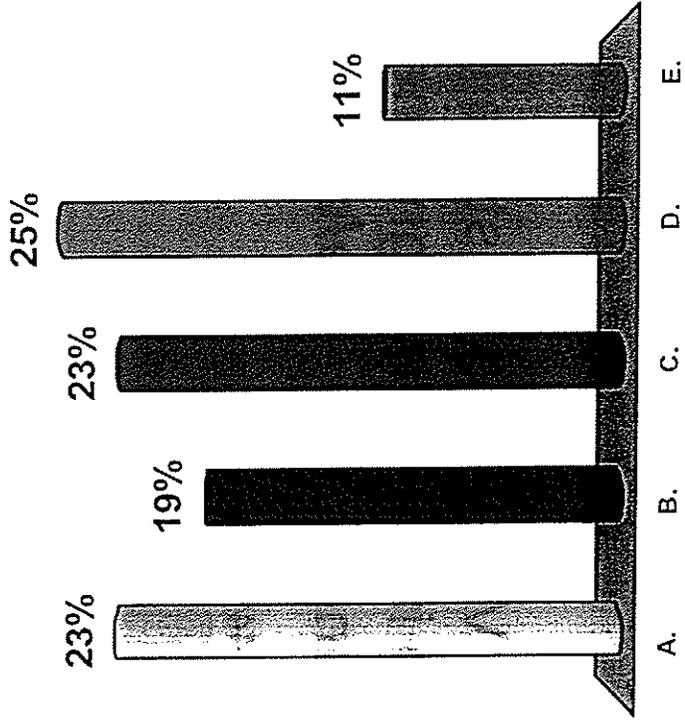




Planning Our Common Future
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31. Ketchum and the Wood River Valley should strive to attract post secondary education options in the north valley. **(Select one)**

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree



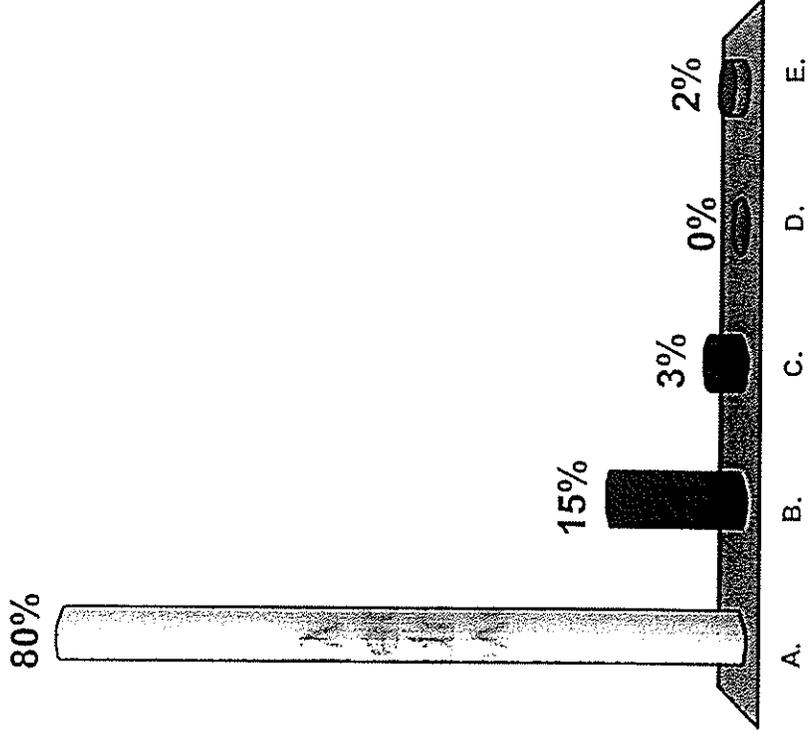


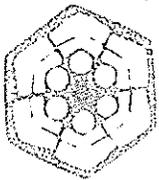
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32. Some people say Ketchum seems to be growing older...
Our policies should have a focus on providing places
for younger people and families to work and live.
(Select one)

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree



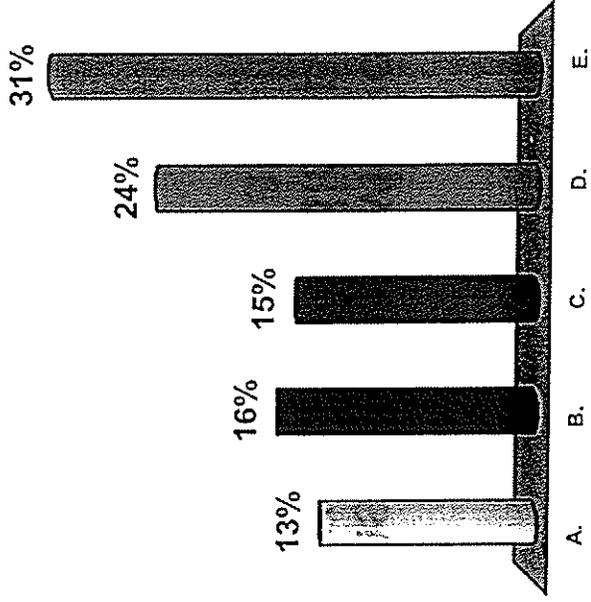


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33. Some people say that the government should not be involved with providing or requiring affordable housing (zoning or development requirements) because affordable housing is already available. (**Select one**)

- A. Strongly agree
- B. Agree
- C. Neutral
- D. Disagree
- E. Strongly disagree

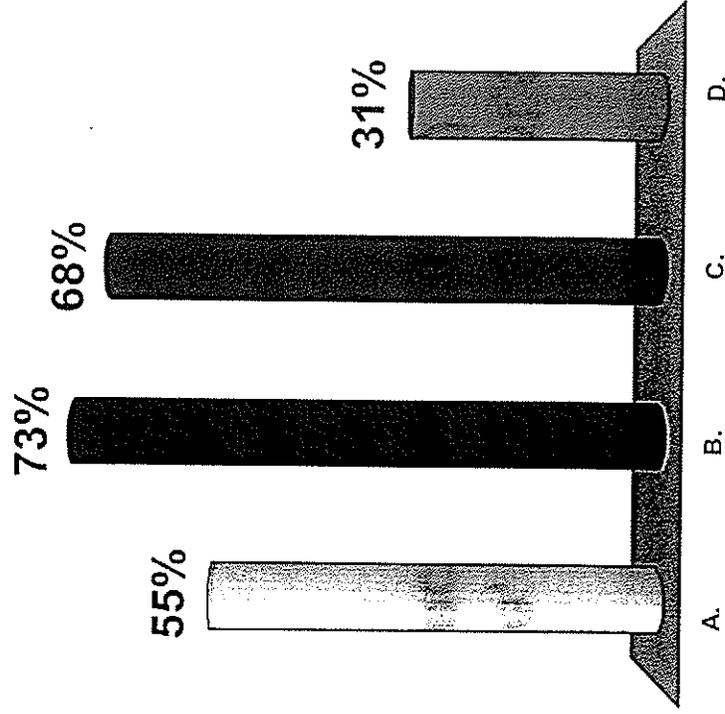


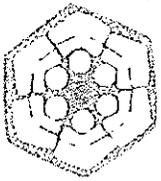


Planning Our Common Future
A Vibrant Community • A Vital Economy • A Healthy Environment

34. We presently have affordable housing programs in place. What should the focus of the programs be? **(Select all that apply)**

- A. Housing for a wide range of incomes
- B. Housing for young people
- C. Housing for families
- D. Housing for longtime workers to retire here

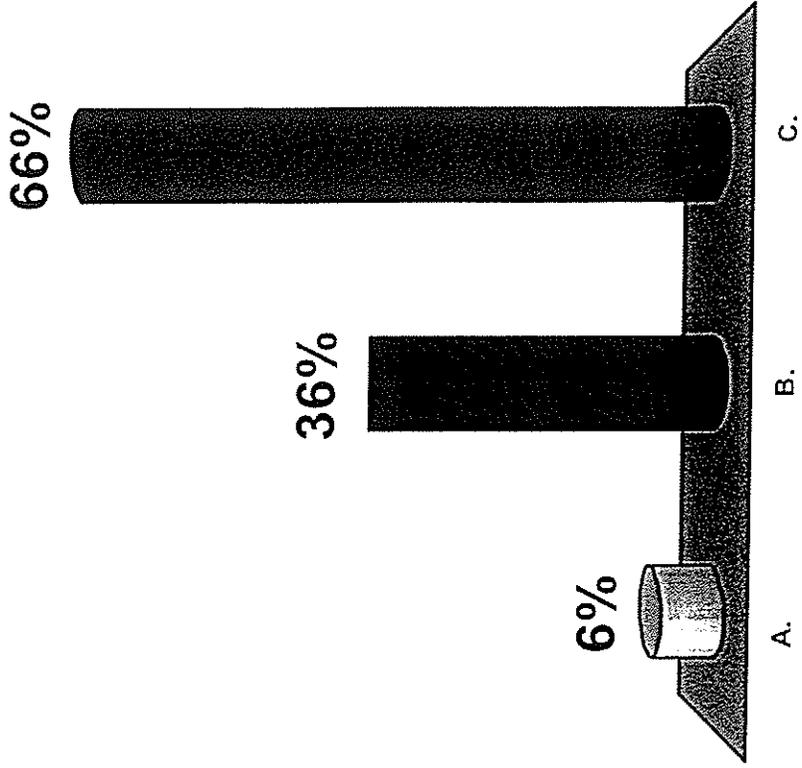




Planning Our Common Future
A Vibrant Community • A Vital Economy • A Healthy Environment

35. In terms of long-term senior care, which statement do you most agree with? (*Select all that apply*)

- A. Seniors, or their families, can take care of themselves, in their own home. They can hire in-home care.
- B. Ketchum needs additional long-term facilities for seniors.
- C. We should work regionally to address long-term living facilities for seniors.



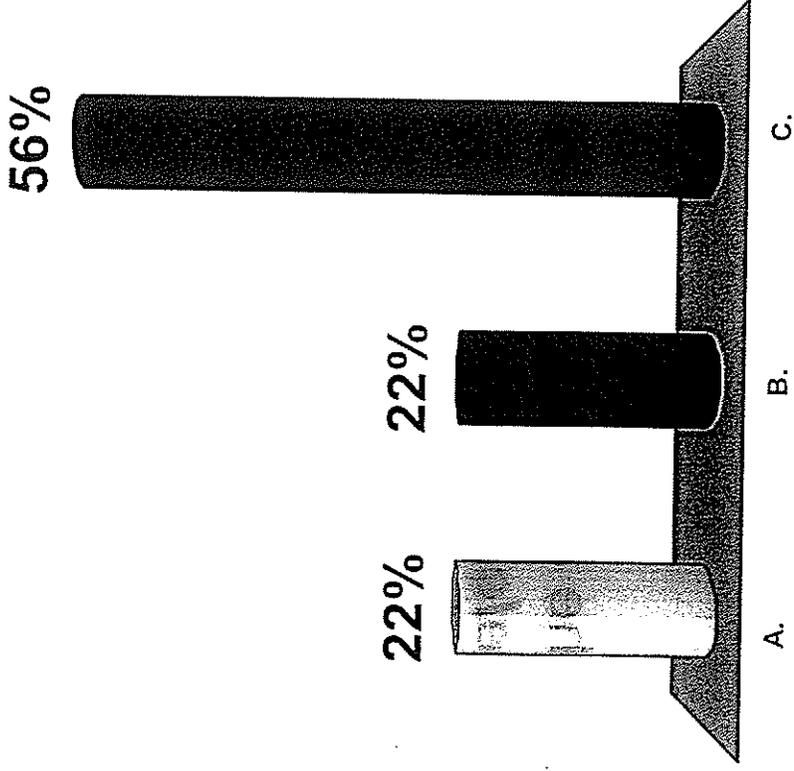


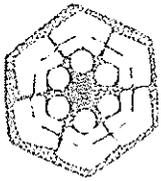
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36. In terms of continuing and higher education, which statement most closely represents your opinion?
(Select one)

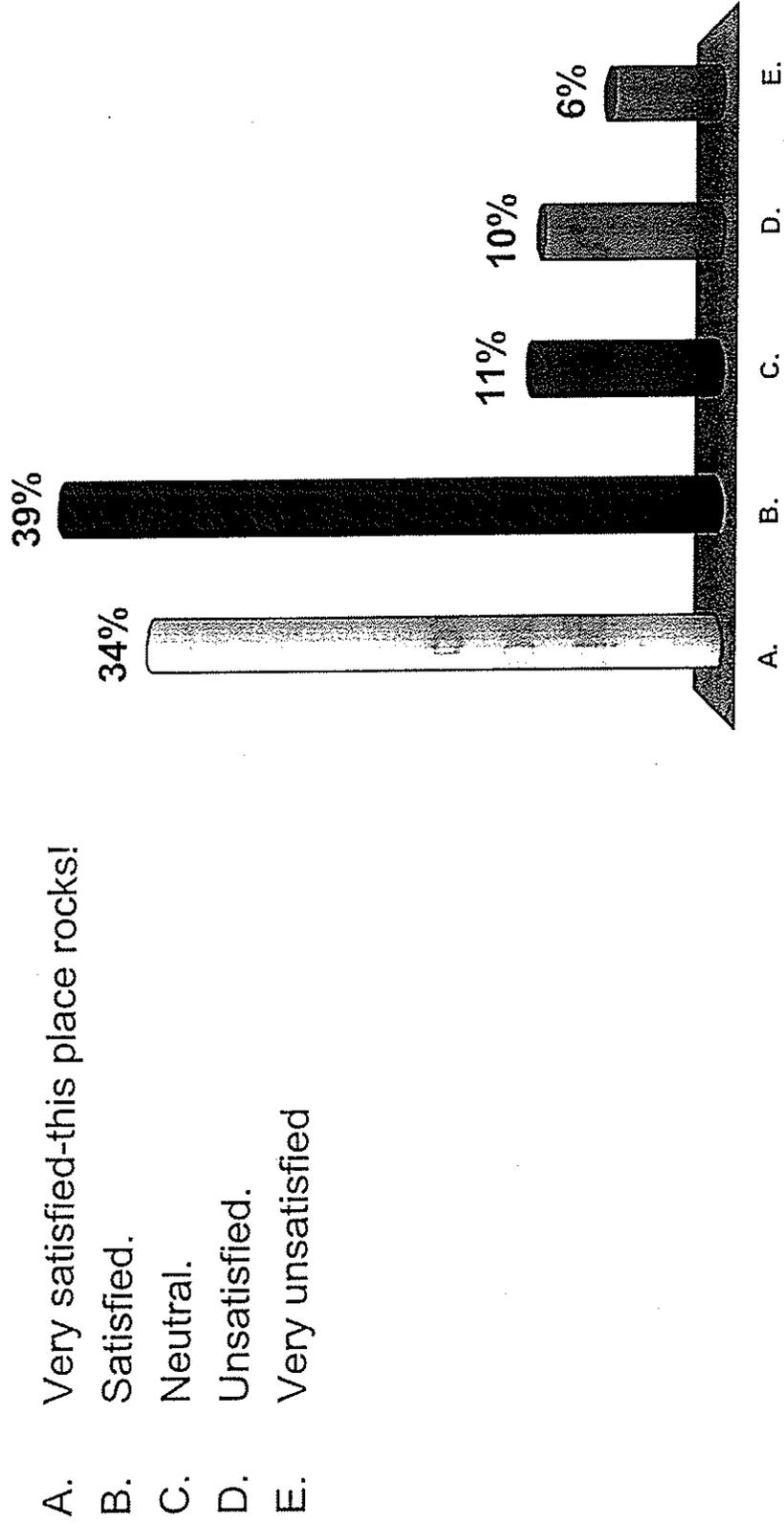
- A. Current educational options (local community college, other venues) provide sufficient opportunities.
- B. There are not enough opportunities locally.
- C. More educational opportunity is key to a balanced community.





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37. How satisfied are you with the local arts/culture opportunities? (*Select one*)

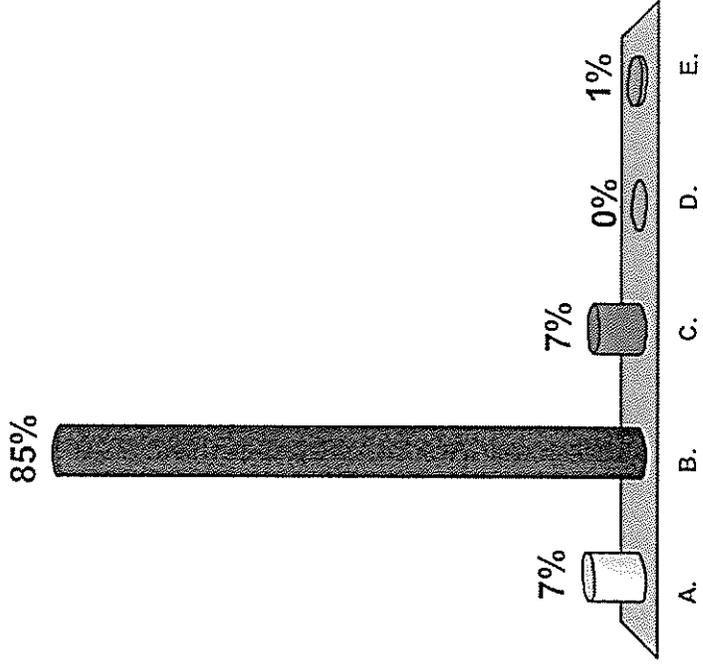




Planning Our Common Future
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38. You are important to this process! Can we count on you to continue your participation in the development of this Comprehensive Plan? (**Select one**)

- A. Yes, online only
- B. Yes, online and meetings
- C. Yes, meetings only
- D. No
- E. Not sure



City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 7, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

2011 Progress Report: Ketchum Arts Commission

Introduction/History

The Ketchum Arts Commission (KAC), a recommending committee of the City, was formally placed as a Division under the Ketchum Parks & Recreation Department in October 2010 at the request of Mayor Randy Hall. Previously, the KAC existed as a "team" of the Ketchum Community Development Corporation. The KAC's recommendation to Mayor Hall to move under the auspices of the Parks & Recreation Department was mainly due to the logistical, functional, and financial support offered to the KAC by the Parks & Recreation Department for the past several years.

Current Report

A PowerPoint presentation will cover the following topics:

- Governance and Policy:
 - introduction of current and past commission members, staff liaisons, partnership with KCDC
 - 1% For Art Ordinance, Memorials & Donations Resolution
 - Calls/Contracts For Artists
 - Membership and affiliations: Wood River Arts Alliance and relationship with Idaho Commission on the Arts
 - Bylaws and membership appointment
 - Budget (currently integrated with KP&RD)
 - Visioning session with Will Northrup/*What If Concepts*
- Current and Completed Projects
 - Priscilla Panzer donation: Delos Van Earl (*Dutchman's Bend*, bronze 2006) at Lucy Loken Park
 - Gail & Jack Thornton donation: Michael Zapponi (*Untitled*, C. 2000) moved from Little Park to Rotary Park
 - Art on 4th – temporary installations (2011 was 3rd Annual)/ art pedestal installation (including KTS)
 - Kagan Park
- Future Projects and Potentials
 - Identification of public art placement opportunities and inventory of permanent installations (including installations and maintenance specifics – internship)
 - Continuance of Art on 4th
 - Complete visioning process

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

- Integration of performance art: Anne Winton effort
- Trailing of the Sheep Festival involvement
- Transformer art

Financial Requirement/Impact

"Economic Impact of the Arts" will be presented during the 11/7 City Council meeting.
No requirement/impact at this time.

Recommendation

No recommendation at this time.

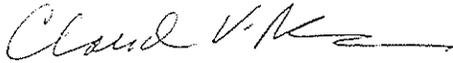
Suggested Motion

No suggested motion at this time.

Sincerely,



Jennifer L. Smith
Parks & Recreation Director



Claudia McCain, Ketchum Arts Commission Chair

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 7, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Economic Impact of the Arts Ketchum Arts Commission/Wood River Arts Alliance

Introduction/History

Ketchum Arts Commission Chair, Claudia McCain, is presenting *Economic Impacts of the Arts* to municipalities and non-governmental organizations that focus on economic development.

Current Report

The PowerPoint presentation of *Economic Impacts of the Arts* was created by the Wood River Arts Alliance (the City of Ketchum is a member of WRAA on behalf of the KAC) for illustrative and educational purposes. The intended outcome is ongoing philosophical and financial support from governmental and non-governmental agencies regarding arts efforts in the Wood River Valley.

Financial Requirement/Impact

No financial requirement/impact at this time.

Recommendation

No recommendation at this time.

Suggested Motion

No suggested motion at this time.

Sincerely,

A handwritten signature in black ink that reads "Jennifer L. Smith".

Jennifer L. Smith
Parks & Recreation Director

A handwritten signature in black ink that reads "Claudia McCain".

Claudia McCain, Ketchum Arts Commission Chair

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 15, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**Lot 4, Block 41 Ketchum Townsite, Shoch Family L.P.
Preliminary Plat and Phased Development Agreement**

Introduction/History

The application by the Shoch Family L.P. for a design review amendment, phased development agreement amendment, and preliminary plat received approval by the Planning and Zoning Commission on October 10, 2011. The application was originally scheduled for review and public hearing by the City Council at its meeting on November 7, 2011 and was continued to November 21, 2011.

Current Report

At the time that the application was continued to November 21, 2011, it was unclear if there would be quorum of Council members present, so staff worked with the applicants to conduct the hearing on December 5, 2011. The applicants have no issue with this change and are in agreement with this rescheduling.

Financial Requirement/Impact

None

Recommendation

I respectfully recommend the City Council approve the continuation of the public hearing for the Shoch Family L.P. public hearing to December 5, 2011.

Suggested Motion

I move to continue the public hearing of the Shoch Family L.P. land use application from November 21, to December 5, 2011.

Sincerely,

A handwritten signature in cursive script that reads "Joyce Allgaier".

Joyce Allgaier, AICP
Planning Manager

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 15, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**Ketchum Townsite, Block 73, Lot 5, Lanterns Townhome,
David and Wendy Kistler, Applicants
Amended and Restated Phased Development Agreement**

Introduction/History

This application by David and Wendy Kistler is for an amendment to a previously approved phased development agreement for the Lanterns Townhome (2-unit) development. The development was originally proposed by Daniel Weaver, who also held the original phased development agreement with the City. The entire property is now owned by the Kistlers and the phased development agreement has been assigned to them as well. The site is presently developed with one townhome unit. The applicants seek to amend the agreement, primarily in terms of the development timing, to allow development of the second unit in the future.

Current Report

See attached staff report.

Financial Requirement/Impact

None

Recommendation

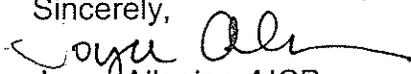
I respectfully recommend the City Council approve the application by David and Wendy Kistler for the Lanterns Townhome Amended and Restated Development Agreement.

Suggested Motion

"I move to approve the application by David and Wendy Kistler for the Ketchum Townsite, Block 73, Lot 5, Lanterns Townhome Amended and Restated Development Agreement, finding the application meets with the applicable review standards, with the following condition:

- 1) The final documents shall be signed as appropriate by the City of Ketchum and applicant and be recorded by the applicant in the records of the Blaine County Clerk. Copies of the recorded documents shall be provided to the Planning and Zoning Department."

Sincerely,


Joyce Allgaier, AICP
Planning Manager

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF NOVEMBER 21, 2011**

PROJECT: Lantern Townhomes, Ketchum Townsite Block 73, Lot 5

OWNERS: David and Wendy Kistler

REQUEST: Phased Development Agreement Amendment (Originally approved in 2008)

LOCATION: 680 4th Avenue (corner of 4th Avenue and 7th Street)

FILE NUMBER: Community and Economic Development Department #11-078

NOTICE: None required

ZONING: General Residential Low Density (GR-L) Zoning District

STAFF: Joyce Allgaier, Planning Manager

ATTACHMENTS TO THIS STAFF REPORT

- A - Letter of application from David Kistler, dated October 28, 2011, and application form
- B - Proposed Development Agreement
- C - Original Development Agreement
- D - Final Plat (recorded) for Lantern Townhomes, Phase 1

BACKGROUND, PROPOSAL DESCRIPTION, and STAFF COMMENTS

1. This application represents an amendment to a phased development agreement that was originally approved in 2008 for the Lantern Townhomes. The Lantern Townhomes were approved as a 2-sublot (2-unit) townhome development. Presently, the subject property is developed with one townhome, in a single-family detached configuration on Lot Sublot 1. The remaining land, called "Parcel A" on the attached plat, would become the future Sublot 2, once developed. Parcel A is an undeveloped site with irrigated native grasses covering the site. The applicants own the entire subject property – the existing house and the undeveloped Parcel A.
2. The key provisions of the original phased development agreement had to do with the following: (Staff has indicated the status of each provision to date and some comment in red type.)

Regarding Phase 1 (to have occurred prior to December 15, 2008)

- a. Design review was granted for the development of the property;

The townhome unit on Sublot 1 was built in conformance with the approved design review approval and received a certificate of occupancy.

- b. All development was to be in accordance with the City of Ketchum regulations and the design review approval;

A certificate of occupancy was issued for the existing townhome unit and infrastructure that serves both lots was approved by pertinent agencies and districts.

- c. Phase I was to include the provision of all utilities to Sublot 1, construction of the townhome, and installation of landscaping;

This has been accomplished.

- d. Native grasses were to be installed and maintained on Parcel A.

This has been accomplished and temporary irrigation was installed as well.

Regarding Phase 2 (to have occurred prior to December 15, 2011)

- a. All utilities were to be brought to Parcel A; This has been accomplished.
- b. Construction of the townhome with utilities connected and landscaping was to have been completed.

The second townhome is not constructed and therefore the utilities are not brought to any structure (but utilities are fully stubbed out to the site) and landscaping is not final landscaping; only native grasses to restore and stabilize the site.



- 3. The key provisions of the **proposed** phased development agreement are as follows: (Staff comments are in red type.)

- a. The timeline for the construction of the townhome on Parcel A has been removed. This will allow for the future development of the site with one additional townhome without a construction deadline. In essence, this allows Parcel A to be developed as if it were a vacant single-family dwelling on a lot.) The final subdivision plat for the Lanterns includes a plat note that stipulates that the property will be considered as one lot in terms of the allocation of building lot coverage, bulk, and other city regulations that apply.
- b. The design review for the property as originally approved is deemed to be expired. This means that prior to development on Parcel A, design review must be approved by the Planning and Zoning Commission.
- c. The site will continue to be landscaped and maintained in a stabilized state.

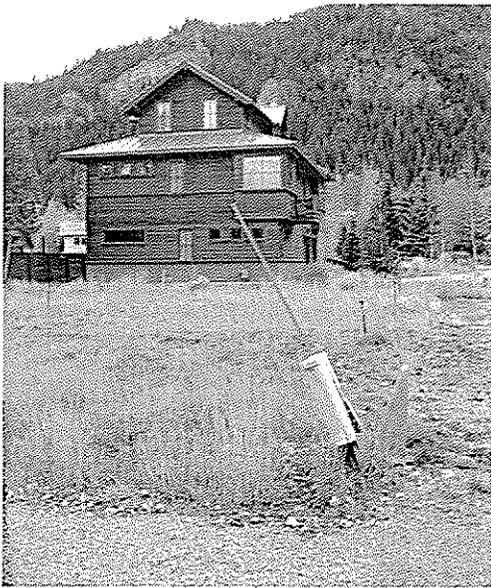
- 4. The proposed amended development agreement no longer ties the application to specific dates for construction. Phasing of the 2 townhome units is no longer proposed as was the case with the originally proposed development. With the separation of the development into two staggered home construction projects, the construction impacts on the neighborhood are not likely to be any more significant than new construction on a vacant lot. Staff sees no compelling reason to attach deadlines for construction, considering that

the utility installations have been accomplished to serve Parcel A and considering the lack of demand for new construction starts at this time.

5. Section 16.04.100 (A) and (F) of the Subdivision Regulations regarding Phased Development Projects provides the standard for review for this amendment to a development agreement.

The applicable provisions include:

- (A) *“Each phase of such (phased) development shall contain all the necessary elements and improvements to exist independently from proposed future phase in a stable manner and shall comply with all applicable zoning regulations.”*



Staff finds this to be the case because utilities are stubbed out to Parcel A and the fact that Sublot 1 is already developed with a single family unit that is self sustaining without any relationship to Parcel A.

- (B) *“The city council may require that the subdivider install all or a portion of the required improvements for the entire project as set forth in the development plan. Such required improvements shall be constructed prior to approval of the final plat for any phase of the development.”*

Staff finds that the original requirements to install utility and make other improvements on the site have already been accomplished with the exception of the actual construction of the second townhome unit on Parcel A.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At their meeting of 11/14/11, the Planning and Zoning Commission unanimously recommended that the City Council approve of the application with the following conditions. (Condition #2, below, has already been addressed by the applicant and this language is included in the development agreement proposed before you tonight.)

- 1) The final documents shall be signed as appropriate by the City of Ketchum and applicant and be recorded by the applicant in the records of the Blaine County Clerk. Copies of the recorded documents shall be provided to the Planning and Zoning Department.
- 2) The language in the proposed agreement under Section C (3) Design Review shall be amended to include, “Prior to building permit application for Parcel A, the applicant must attain design review approval from the Ketchum Planning and Zoning Commission, utilizing the regulatory provisions in place at the time of design review application.”

STAFF RECOMMENDATION:

Staff is comfortable with the amended terms of the development agreement, including the requirement for design review approval prior to issuance of a building permit. The city attorney and other departments did not identify any concerns about the proposed development agreement.

Staff recommends approval of the Amended and Restated Phased Development Agreement for this application.

FOR MOTION PURPOSES:

"I move to approve the application by David and Wendy Kistler for the Ketchum Townsite, Block 73, Lot 5, Lanterns Townhome Amended and Restated Development Agreement, finding the application meets with the applicable review standards, with the following condition:

- 1) The final documents shall be signed as appropriate by the City of Ketchum and applicant and be recorded by the applicant in the records of the Blaine County Clerk. Copies of the recorded documents shall be provided to the Planning and Zoning Department."

David E. Kistler
353 Hillside Avenue
Piedmont, CA 94611

October 28, 2011

Planning and Zoning Commission
C/o Ms. Joyce Allgaier, Planning Manager
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

To the Commission Members:

RE: APPLICATION FOR AMENDED AND RESTATED PHASED
DEVELOPMENT AGREEMENT, 680 FOURTH AVENUE NORTH

The original Phased Development Agreement ("old PDA") between the previous owner and the City was entered into in July 2008. It allowed for a townhome subdivision of two single family homes to be built per an approved design plan in a phased approach with a final completion date of December 15, 2011.

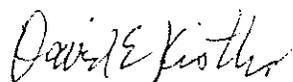
Wendy and I became the successor in interest to the old PDA with our purchase of the subdivision last December. The subdivision at the time of our purchase consisted of (1) a completed single family home and landscaping on the west subplot, and (2) native grasses, irrigation and "stubbed out" gas, power, water and sewer lines to serve the east subplot.

We seek this proposed extension and restatement of the PDA ("new PDA") as we intend to complete the subdivision at a future date.

The primary change between the old PDA and the proposed new PDA is the new PDA vacates the design review approval obtained by the previous owner. Accordingly, we will be subject to the prevailing subdivision and zoning ordinance rules and requirements at the time we move forward with the project.

Thank you for your consideration.

Sincerely,



David E. Kistler

ATTACHMENT A

File Number: _____

**CITY OF KETCHUM SUBDIVISION APPLICATION
FOR AMENDED AND RESTATED
PHASED DEVELOPMENT AGREEMENT**

NAME OF SUBDIVISION: "Lanterns"

OWNER OF RECORD: David and Wendy Kistler Trust

ADDRESS OF OWNER: 353 Hillside Avenue, Piedmont, CA 94611

CONTACT: Owner: X Phone No: (510)418-3824 Mailing Address: same as above

LEGAL DESCRIPTION: Phase 1 Sublot 1 and Parcel A (Future Phase 2), Block 1 of LANTERN TOWN PHASE 1, according to the official plat thereof, recorded as Instrument No. 570020, Records of Blaine County, Idaho.

STREET ADDRESS: 680 Fourth Avenue North

SUBDIVISION FEATURES: Number of Lots: Two
Number of Dwelling Units: Two

Total land area in acres or square feet: 8.250 sq. ft.

Current Zoning District: GR-L Proposed Zoning District: _____

Overlay District: Flood _____ Avalanche _____ Pedestrian _____ Mountain _____

Type: Condominium _____ Land _____ PUD _____ Townhouse X

Adjacent land in same ownership in acres or square feet: _____

Easements to be dedicated on final plat: (describe briefly): same as current plat, updated to reflect the amended and restated PDA:

Proposed and existing exterior lighting: (described briefly): _____

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes _____	No <u>X</u>	Water Supply:	Ketchum Municipal _____
Curbs & Gutters	Yes _____	No <u>X</u>		Private Wells _____
Sidewalks	Yes _____	No <u>X</u>		
Street Lights	Yes _____	No <u>X</u>	Sewer System:	Public _____
Street Signs	Yes _____	No <u>X</u>		Septic _____
Fire Hydrant(s)	Yes _____	No <u>X</u>		Cesspol _____
Extend Water Lines	Yes _____	No <u>X</u>		
Extend Sewer Lines	Yes _____	No <u>X</u>	Power:	Underground _____
				Overhead _____

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to: engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

ATTACHMENTS TO COMPLETE APPLICATION:

- Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations
- Copy of current title report and owner's recorded deed to the subject property
- Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

Signature of Owner/Representative: *Dan E. Lester*
Date: 10/28/11

-----Administrative Use Only-----

Name of Subdivision: _____

Date _____ Application Received: _____

PRELIMINARY PLAT: Date Received by Planning Department: _____

Administrative Comments: _____

Date Placed on Planning & Zoning Commission Agenda: _____

Date Legal Notice Published: _____ Date Applicant Notified: _____

Comments from Agencies: _____

Comments/Actions Taken by Planning & Zoning Commission: _____

Date Placed on City Council Agenda: _____

Administrative Comments: _____

Date Applicant Notified: _____

Comments/Actions Taken by City Council: _____

Date of Preliminary Plat Approval: _____

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to: engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

AMENDED AND RESTATED PHASED DEVELOPMENT AGREEMENT AS TO LOT 5,
BLOCK 73, KETCHUM TOWNSITE (680 FOURTH AVENUE NORTH)

This AMENDED AND TRESTATED PHASED DEVELOPMENT AGREEMENT AS TO LOT 5, BLOCK 73, KETCHUM TOWNSITE (hereinafter this "Agreement") is entered into effective the ____ day of _____ 2011, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter the "City"), and the DAVID AND WENDY KISTLER TRUST (hereinafter "Owner"), successor in interest to Lot 5, Block 73, Ketchum Townsite. The City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties" to the Agreement.

RECITALS

This Agreement is predicated upon the following facts:

- A. The City and Daniel Weaver, a married man, entered into that certain Phased Development Agreement dated July 10, 2008 (hereinafter referred to the "Original Development Agreement") regarding the LANTERNS (hereinafter the "Subdivision"). The Lanterns were to be developed and constructed as a phased development project, consisting of two single family homes (hereinafter referred to "Phase I" and "Phase II"), upon real property located in the City of Ketchum, the legal description of which is: Phase 1 Sublot 1 and Parcel A (future Phase 2), Block 1 of LANTERN TOWNHOMES PHASE 1, according to the official plat thereof, recorded as Instrument No. 570020, Records of Blaine County, Idaho.
- B. Subsequent to the date of the Original Development Agreement the first townhome (Phase I, hereinafter referred to as the West Lantern One) was completed and a Certificate of Occupancy issued by the City of Ketchum on February 3, 2009. Thereafter, Owner acquired the Subdivision, recorded (on December 9, 2010) as Instrument No. 583107, Records of Blaine County, Idaho.
- C. The City and Owner now desire to amend Original Development Agreement to permit the Owner to develop Phase II, the second townhome on Parcel A (future Phase 2), under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set for herein, the Parties agree as follows:

" Proposed "
ATTACHMENT B

1. Original Development Agreement. The City and Owner hereby agree that the Original Development Agreement as it relates to Phase II is hereby amended and superseded in its entirety by the terms of this Agreement.
2. Improvements and Platting. By this Agreement, Owner hereby retains and preserves the right to construct the second and final home of the Subdivision on Parcel A (future Phase 2), until such time as Owner terminates this Agreement, or there is a material breach of this Agreement by Owner which remains uncured after notice of such default and an opportunity to cure. If and when a townhome is constructed on Parcel A, subsequent to completion of construction and the receipt of a Life Safety Inspection Approval or a Certificate of Occupancy from the City of Ketchum, the City Clerk will sign the final plat for Parcel A. The Parcel A Townhome shall be constructed in accordance with the plans and detailed construction specifications approved by the City.
3. Design Review. The Original Design Review Approval is hereby deemed to have expired as to Phase II. Prior to building permit application for Parcel A, the applicant must attain design review approval from the Ketchum Planning and Zoning Commission, utilizing the regulatory provisions in place at the time of design review application.
4. Site Preservation. Unless Owner otherwise landscapes the unimproved Parcel A, Owner shall maintain the unimproved portions of the Site in a rough graded condition and seeded with native grass which shall be irrigated and maintained.
5. Townhouse Declaration of Covenants, Conditions and Restrictions. Owner hereby accepts and agrees to the Townhouse Declaration of Covenants, Conditions and Restrictions for the Subdivision for any Phase II development of Parcel A.
6. Revocation of Agreement. In the event that Owner does not materially comply with the terms of this Agreement, the Ketchum City Council may revoke this Agreement after written notice of default and reasonable opportunity to cure.
7. Amendment. This Agreement may be revised or amended, in whole or in part, only by means of a written instrument executed by both Parties. Any change shall be subject to approval by the Ketchum City Council. With respect to all other modifications to this Agreement, compliance with zoning ordinance and/or rules then in effect may be required as a condition of such approval. Any plans shall be subject to approval by the Planning and Zoning Commission, and compliance with design review or other zoning ordinance requirements then in effect shall be required as a condition of such approval.

8. Police Powers. Nothing contained herein is intended to limit the police powers of the City or its discretion to review of subsequent applications regarding development of and/or construction on Parcel A, but any rights granted herein shall be preserved.
9. Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.
10. Attorneys' Fees. In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees incurred, whether or not litigation is actually instituted or concluded.
11. Notice to Both Parties. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, postage prepaid.

Notices to the City shall be addressed as follows: City of Ketchum, City Administrator, PO Box 2315, Ketchum, Idaho 83340.

Notices to Owner shall be addressed as follows: David and Wendy Kistler Trust, 353 Hillside Avenue, Piedmont, California 94611.

12. Relation of Parties. It is understood the contractual relationship between the City and Owner is such that Owner is not the agent, partner, or joint venture of the City.
13. Successor and Assigns: Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property described herein, or any portion thereof. This Agreement shall be deemed automatically released and terminated at the earlier of (i) the issuance of the final plat after the construction of the second home on Parcel A, or (ii) at such time as Owner nullifies and voids this Agreement pursuant to paragraph 17 below.
14. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.
15. No Waiver. In the event the city or Owner does not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner or the City to the other Party under this Agreement

shall not in any manner be deemed or construed as waiving or surrendering any of the conditions covenants of this Agreement with regard to any subsequent default or breach.

16. Timeliness. Time and timely performance are the essence of this Agreement.
17. Invalid Provision; Agreement Null and Void. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held not valid which Owner deems essential to its development of the Property. Notwithstanding anything contained in this Agreement to the contrary, Owner may, at its sole discretion, declare this entire Agreement null and void, of no force and effect, and thereby relieve all parties from any obligations hereunder.
18. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties hereto regarding Parcel A (future Phase 2). No representation or warranties made by either Party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
19. Authority. Each of the persons executing this Agreement represents and warrants that he/she had the lawful authority and authorization to execute this Agreement.

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

OWNER:

David and Wendy Kistler Trust

CITY:

City of Ketchum, Idaho

By: _____
David E. Kistler, Trustee

By: _____
Randy Hall, Mayor

Wendy W. Kistler, Trustee

Attest: _____
Sandy Cady, Clerk

PHASED DEVELOPMENT AGREEMENT

This PHASED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is entered into effective the 10th day of July, 2008 by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter the "City") and DANIEL WEAVER, a married man (hereinafter as the "Developer"). The City and Developer are sometimes hereinafter referred to individually as a "party" and collectively as the "parties" to this Agreement.

RECITALS:

This Agreement is predicated upon the following facts:

- A. Developer has received Design Review approval from the City for a townhome subdivision referred to as the "Lanterns" consisting of two (2) single family homes, required utilities, on-site improvements and landscaping (hereinafter the "Subdivision").
- B. The Subdivision is to be developed and constructed upon real property located in the City of Ketchum, the legal description of which is: Lot 5, Block 73, Ketchum Townsite (680 Fourth Avenue North).
- C. Developer has proposed construction of the Subdivision as a phased development project under Article IX of Ketchum Ordinance No. 316, and this Phased Development Agreement is entered into in order to set forth the terms and conditions of the City's approval of the requested phased development of the Subdivision.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the parties agree as follows:

1. Improvements: The Subdivision, including all dwelling units, utilities, on-site improvements, landscaping and other amenities, shall be construed in accordance with the plans and detailed constructions approved by the City as contained in Design Review Plans Number R07-005.
2. Phased Construction and Landscaping Schedule. Improvements shall be constructed in accordance with following construction and landscape schedule. Construction of each phase shall be proceed in order as outlined.
 - a. PHASE I: Prior to December 15, 2008, the following shall be completed:
 - i. Telephone, cable TV, water, sewer, natural gas and electrical service shall be made accessible to the site; and
 - ii. Construction, including approved specific site landscaping of the West Lantern, the first single family home (placed on the western most portion of the site) and utility services shall be extended to that home.
 - iii. Native grasses shall be planted and maintained on the eastern portion of the lot in keeping with the approved landscape plan.

ORIGINAL
ATTACHMENT C

b. PHASE II: Prior to December 15, 2011, the following shall be completed:

- i. Telephone, cable TV, water, sewer, natural gas and electrical service shall be made accessible to the site; and
 - ii. Construction, including approved specific site landscaping of the East Lantern, the second single family home (placed on the eastern most portion of the site) and utility services shall be extended to that home.
3. Townhouse Declaration of Covenants and Restrictions. Prior to final plat approval for Phase I, Daniel Weaver shall prepare and submit for approval by the City a Townhouse Declaration of Covenants, Conditions and restrictions for the Lanterns. Said document shall be recorded with the Blaine County Recorder at the time of final plat approval for Phase I.
4. Final Plat Approval. The City Clerk will not sign the final plat for Phase I until the West Lantern has received a Life Safety Inspection or Certificate of Occupancy from a Ketchum Building Official. During the phased construction schedule set forth above, Developer may apply and be granted a building permit for Phase II but the City shall not grant final plat approval until Phase I has been approved and recorded.
5. Revocation of Agreement. In the event the Developer does not comply with the phased construction schedule set forth above, the Ketchum City Council may revoke this Phased Development Agreement and any plan approvals, preliminary plat approvals, and building permits previously granted in connection herewith, and may require amendments and plan changes to comply with subdivision and zoning ordinance provisions then in effect. Any requests or applications by the Developer to extend or modify the phased construction schedule set forth above shall be considered only if the request or application is received prior to the completion date in question.
6. Final Completion. In the event the entire subdivision is not completed by December 15, 2011, the City Council may require appropriate amendments and plan changes to bring the Subdivision into compliance with subdivision and zoning ordinance rules and requirements in effect as of December 15, 2011.
7. Sale or Transfer of Property. In the event Developer or a successor in interest to developer sells or transfers the property described herein, or any portion thereof, written notice of said transaction shall be given to the City no less than thirty (30) days prior to closing. This requirement shall not apply to the sale and/or transfer of individual townhouse units.
8. Amendment. This agreement may be revised or amended, in whole or part, only by means of a written instrument executed by both parties. Any changes to the phasing schedule shall be subject to approval by the Ketchum City Council. Compliance with subdivision and zoning ordinances and/or rules then in effect may be required as a condition of such approval. Any changes to design review approved plans shall be subject to approval by the Planning and Zoning Commission, and compliance with design review or other zoning ordinance requirements then in effect may be required as a condition of such approval.
9. Police Powers. Nothing contained herein is intended to limit the police powers of the City or its discretion or review as subsequent applications regarding development and construction of the Subdivision.
10. Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party. All remedies shall be cumulative.

11. Attorneys Fees. In the event that either party is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys fees incurred, whether or not litigation is actually instituted or concluded.
12. Notices. All notices required or provided for under this agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, postage prepaid. Notices to the City shall be addressed as follows: City of Ketchum City Administrator. P.O. Box 2315 Ketchum, Idaho 83340. Notices to the Developer shall be addressed as follows: Daniel Weaver 16 Buena Vista Avenue, Mill Valley, CA, 94941. A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.
13. Reliance by City. This agreement is intended by Developer to be considered by the City as part of the Developer's design review and phased development approval. Developer acknowledges and intends the Ketchum City Council to consider and rely upon this Agreement in its review and consideration of said design review and phased development approval.
14. Relationship of Parties. It is understood that the contractual relationship between the City and Developer is such that the Developer is not the agent, partner, or joint venturer of the City. Developer hereby guarantees actual development and performance in accordance with the terms and conditions set forth herein.
15. Successor and Assigns: Covenant Running With the Land. This agreement shall inure to the benefit of, and be binding upon, the City and Developer and their respective heirs, successors and assigns. This Agreement, including all covenants, terms and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property described herein, or any portion thereof.
16. Recordation. This Agreement shall be recorded with the Blaine County Recorder by the City.
17. No Waiver. In the event the City or Developer does not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Developer or the City to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of the Agreement with regard to any subsequent default or breach.
18. Timeliness. Time and timely performance are of the essence of this Agreement.
19. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held not valid which Owner deems essential to its development of the Property, Owner may, at its sole discretion, declare this entire Agreement null and void and no force and effect and thereby relieve all parties from any obligation hereunder.
20. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto regarding the phasing of the subdivision. No representation or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

21. Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens or other documents required hereunder, for and on behalf of the entity executing this Agreement.

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

"Developer"
Daniel Weaver

By:  7.10.2008
Developer

"City"
City of Ketchum, Idaho

By _____
Mayor

Attest: _____
Clerk:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

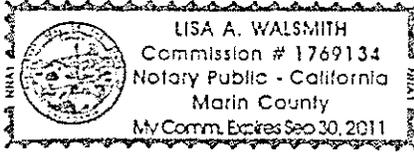
State of California

County of Marin

On July 10, 2008 before me, Lisa A. Wal Smith Notary Public

personally appeared Daniel Weaver

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Lisa A. Wal Smith
Signature of Notary Public

Place Notary Seal Above

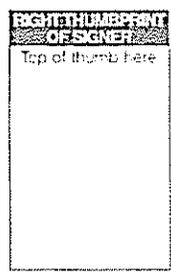
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

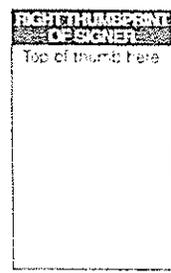
Description of Attached Document
Title or Type of Document: Phased Development Agreement
Document Date: July 10, 2008 Number of Pages: 4
Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____

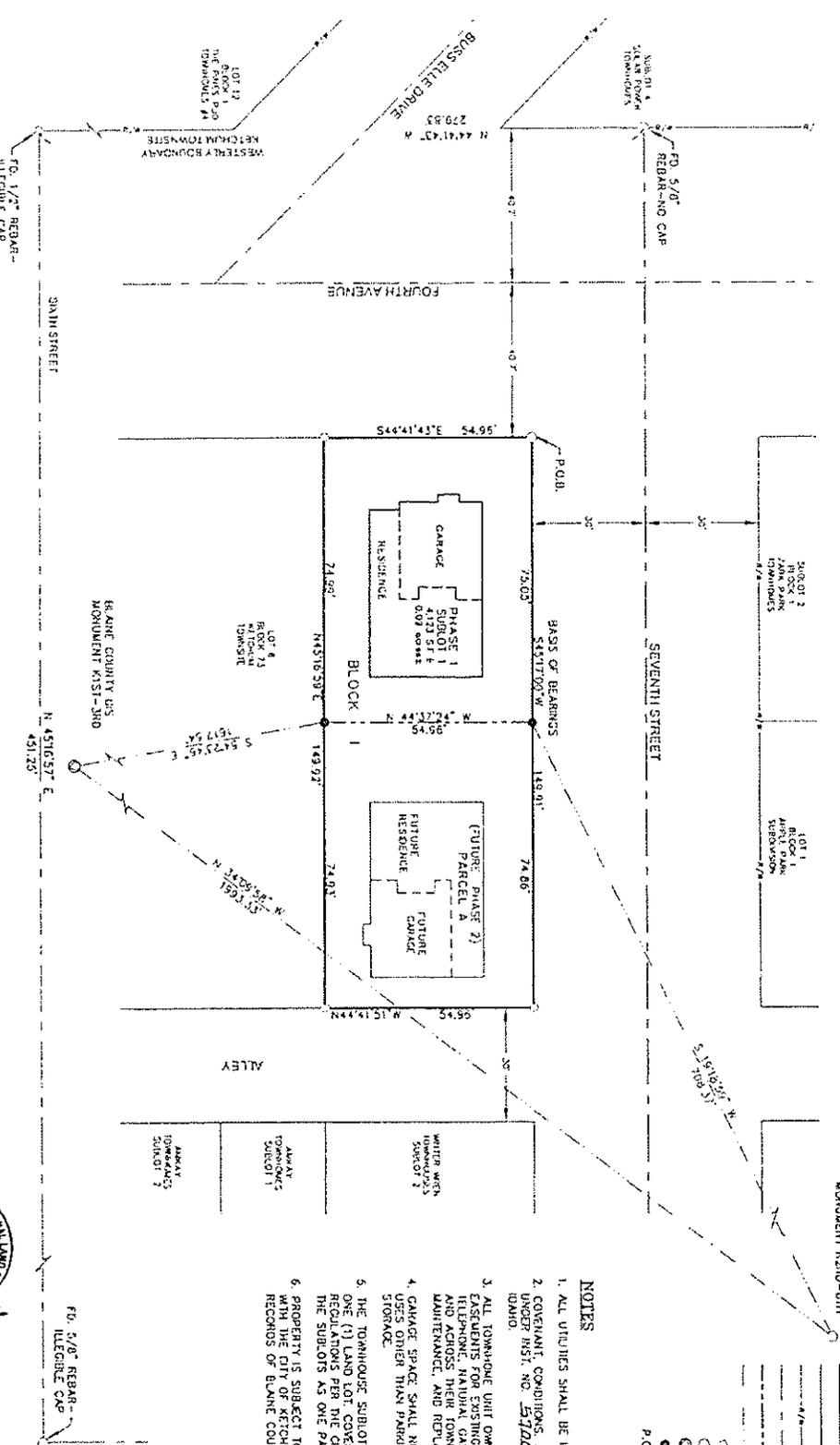
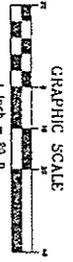


Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



A PLAT SHOWING
LANTERN TOWNHOMES PHASE 1
 WHEREIN LOT 5, BLOCK 73, KETCHUM TOWNSITE IS REPLATED INTO TOWNHOMES AS SHOWN
 LOCATED WITHIN
 SECTION 14, T.4N., R.12E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JULY 2009

SCALE: 1" = 20'



- LEGEND**
- Blaine County GIS Monument K210-811
 - Property Boundary
 - Adopter Property Line
 - Right of Way Line
 - Right of Way Center Line
 - Subject Line
 - GIS Tie Line
 - Found 1/2" Rebar
 - Found 5/8" Rebar
 - Found Aluminum Cup
 - Set 5/8" Rebar, P.L.S. 9561
 - P.O.B. Point of Beginning

- NOTES**
1. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
 2. COVENANT CONDITIONS AND RESTRICTIONS FOR TOWNHOMES, EXIST UNDER INST. NO. 577022Z, RECORDS OF BLAINE COUNTY, IDAHO.
 3. ALL TOWNHOUSE UNIT OWNERS SHALL HAVE MUTUAL, RECIPROCAL, EASEMENTS FOR EXISTING AND FUTURE WATER, CABLE TV, SEWER, TELEPHONE, NATURAL GAS AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR OWN AND ADJACENT LOTS FOR THE REPAIR, MAINTENANCE, AND REPLACEMENT THEREOF.
 4. GARAGE SPACE SHALL NOT BE CONVERTED TO LIVING SPACE OR USED OTHER THAN PARKING OF VEHICLES AND HOUSEHOLD STORAGE.
 5. THE TOWNHOUSE SUBLOTS SHOWN HEREON ARE CONSIDERED AS ONE (1) LAND LOT. COVENANT REQUIREMENTS AND OTHER BULK REGULATIONS PER THE CITY OF KETCHUM ORDINANCES APPLY TO THE SUBLOTS AS ONE PARCEL.
 6. PROPERTY IS SUBJECT TO A PHASED DEVELOPMENT AGREEMENT WITH THE CITY OF KETCHUM, RECORDED UNDER INST. NO. 564236, RECORDS OF BLAINE COUNTY, IDAHO DATED JANUARY 22, 2009.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

8-5-2008

T. French

South Central Public Health District

BLAINE COUNTY GIS
 MONUMENT K210-811

LEGEND

----- Blaine County GIS Monument K210-811

----- Property Boundary

----- Adopter Property Line

----- Right of Way Line

----- Right of Way Center Line

----- Subject Line

----- GIS Tie Line

○ Found 1/2" Rebar

○ Found 5/8" Rebar

○ Found Aluminum Cup

○ Set 5/8" Rebar, P.L.S. 9561

P.O.B. Point of Beginning

PLAT

STATE OF IDAHO

BLAINE COUNTY

RECORDED

8/14/09

RANDALL K. FRENCH, PLS 9561

LANTERN TOWNHOMES PHASE 1

CALPRA ENGINEERING, INC.

KETCHUM, IDAHO

SHEET 1 OF 2

JOB NO. 642403

ATTACHMENT D

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 15, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Parks & Recreation Services Contract with the City of Sun Valley

Introduction/History

The City of Sun Valley has contracted with the City of Ketchum for Parks & Recreation services and programming not currently provided by the City of Sun Valley to its citizens for a number of years.

Citizens of Sun Valley have consistently attended programs and events and have enjoyed public parks and angler access points within the City of Ketchum since Ketchum Parks & Recreation Department was established in 1977. Sun Valley residents participate in KP&R's programs and services at a rate of approximately 10% of KP&R's entire user base.

The City of Sun Valley does not provide parks and recreation services or programs for their citizenry.

Current Report

See attached "Summary of Services" which was presented to the City of Sun Valley along with attached edited contract. The Sun Valley City Council chose to not adopt all of my suggested language; Gary Marks will present the signed contract.

The City of Sun Valley opted to lower their contract for services amount by \$10,000 for FY12; previously they agreed that \$30,000 was an appropriate amount. The current contract amount for FY12 is \$20,000.

Financial Requirement/Impact

No financial requirement/impact at this time.

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

Recommendation

I respectfully recommend that Mayor Hall sign the contract for services with the City of Sun Valley for FY12.

Suggested Motion

"I move to allow Mayor Hall to sign the contract for services with the City of Sun Valley for parks & recreation services for \$20,000 for FY12."

Sincerely,

A handwritten signature in black ink that reads "Jen Smith". The signature is written in a cursive, flowing style.

Jennifer L. Smith
Director of Parks & Recreation

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 10, 2011

Summary of Services City of Sun Valley and City of Ketchum for Parks and Recreation services

Introduction

The Ketchum Parks & Recreation Department (KP&R) provides myriad services, opportunities and expert advice regarding the professional facilitation of municipal recreation, parks, urban forestry and natural resource management for citizens of Sun Valley. KP&R is a professional member of the National Recreation and Park Association (NRPA), Idaho Recreation and Park Association (IRPA), International Society of Arboriculture (ISA) and Society of Municipal Arborists (SMA). The department enjoys many partnerships with other municipalities and government jurisdictions and regional nonprofits.

KP&R is overseen by a department director, two divisional supervisors (recreation supervisor and parks & natural resources superintendent), seasonal supervisors (grounds, facilities & structures, recreation center, and youth recreation), a special events and park reservations coordinator, and multiple support staff. The department employs over 60 individuals at its summer season peak including 15-20 high school and college age youth mentors and park maintenance assistants. The KP&R annual operating budget for Fiscal Year 2012 is \$982,873.00. This annual operating budget is roughly split between its two Divisions.

Mission Statement:

"It is the mission of the Ketchum Parks and Recreation Department to provide a safe, healthy, and accessible parks and natural resources system, and to provide exceptional youth and adult recreation opportunities for the citizens of Ketchum and visitors to our community."

The Ketchum Parks & Recreation Department is the only professionally staffed, comprehensively managed four-season municipal entity of its kind in Blaine County. Education levels among our staff include Bachelor's degrees in recreation resource and program management and primary, secondary and physical education. The City of Ketchum benefits from over 100 years of collective recreation resource and programming management experience of KP&R management staff.

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820
www.ketchumidaho.org

Recreation and parks services, programming, and facilities are provided to the City of Sun Valley under a Contract For Services within its two Divisions (Recreation and Parks) as follows:

Parks Division

KP&R currently maintains and operates 14 public parks, pedestrian, and natural areas which offer activities all along the recreation opportunity spectrum. All of these areas are available for private party reservation and special events through a formalized reservation system that includes associated fees. Fees cover operations and maintenance requirements including any necessary staffing. *City of Sun Valley residents will receive the Ketchum resident price according to the Contract For Services.*

Ketchum Parks & Natural Areas:

- Atkinson Park
- Rotary Park
- Guy Coles Skate Park
- Forest Service Park
- 4th Street Heritage Corridor
- Ketchum Town Square
- Ketchum Bike Park
- Edelweiss Park
- Little Park
- Ore Wagon Museum
- Lucy Loken Park
- Knob Hill/Buzz Bradshaw Natural Area
- Northwood/Hemingway Natural Area
- Watch Me Grow – Community Children’s Garden

The Parks Division offers professional landscaping and natural resources advice to residents of Ketchum free of charge; however, due to a decrease in the contract amount for FY12, the Parks Superintendent will only offer these services to City of Sun Valley staff and not its residents. These services include advice regarding professional tree care and related legal issues, pesticide-free lawn and landscape care, riparian area health and care and related legal issues, and public area behavior and special events management.

Ketchum offers multiple river access points and parks for anglers and other river recreationists which are maintained by the Parks Division. In conjunction with Blaine County Recreation District, KP&R is responsible for the four season maintenance of the Wood River Trail within City limits and all spur trails including the Warm Springs path.

Parks & Recreation Department

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KP&R coordinates and facilitates over 200 park reservations annually. Of these 200, over 30 are considered "special events" due to their large size and other variables. Many, if not all, special events are enjoyed by Citizens of Sun Valley. Many of these special events are free and open to the public including Ketch'Em Alive, Town Square Tunes, Jazz in the Park, Movies in the Square, Yoga in the Square, the Ketchum Farmers' Market, and the Sun Valley Center Arts & Crafts Festival.

Recreation Division

The Recreation Division oversees all recreational planning and opportunities including four-season organized youth activities, the after school program, and a summer youth program. Adult sports leagues are organized by individuals and league play times and field preparation is managed by Recreation Division staff. Associated fees are ascribed to all activities and do not differ because of residency.

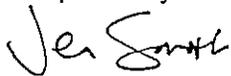
Average annual attendance for Recreation Division youth programming is 600-700 individuals. It is estimated that children of Sun Valley residents comprise 10% to 13% of enrollment based on data collected. Additionally, groups such as Sawtooth United FC, Blaine County Recreation District, the YMCA, and many other private and nonprofit youth groups enjoy free and paid use of Ketchum's park and recreation facilities.

The Recreation Division provides recreation access to children of all ages and abilities through 125 organized activities in the Summer Youth Program and 65 after school and fall/winter/spring activities. These activities include organized team and individual sport play (tennis, golf, soccer, basket ball, ice hockey, etc.), stewardship and nontraditional sports and activities (arts & crafts, gardening, skateboarding, mountain biking, Park Rat Frenzy, volunteering and community engagement, etc.) and opportunities for free play and peer-to-peer engagement.

Summary

It is estimated that Sun Valley citizens and their children attend 10% to 20% of all fee-associated or free activities and opportunities offered by the Ketchum Parks & Recreation Department listed herein. 80% of KP&R's annual budget is funded through tax dollars (general fund) and approximately 20% is funded through fees, donations and contracts for services. Of KP&R's \$982,783 operating budget, it will receive 2% in financial support from the City of Sun Valley through a Contract For Services for \$20,000 in Fiscal Year 2012.

Respectfully Submitted,



Jennifer L. Smith
Director of Parks & Recreation

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org

208.726.7820

www.ketchumidaho.org

CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as the "Contract") is made and entered this ____ day of _____, 2011, by and between the CITY OF SUN VALLEY, Idaho, an Idaho municipal corporation (hereinafter referred to as "Sun Valley") and CITY OF KETCHUM, an Idaho municipal corporation, (hereinafter referred to as "Contractor").

RECITALS

A. Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. Contractor is a municipal corporation duly organized and existing under the laws of the State of Idaho.

C. Pursuant to Idaho Code §§ 50-301 and 50-302 Sun Valley is empowered to enter into contracts, pass all ordinances, resolutions and make all regulations, not inconsistent with the laws of the State of Idaho, as may be expedient to promote the welfare of the City and its residents.

D. The Contractor provides recreational programs and park facilities and services through the Ketchum Parks & Recreation Department. It is in the best interest of Sun Valley to acquire by contract certain services to be performed by the Contractor in connection with the operation of recreation and parks programs, services and facilities of Atkinson Park recreational facilities and other City of Ketchum Park facilities because of the beneficial impact to the citizens of Sun Valley. See Exhibit A Summary of Services.

E. Sun Valley desires to enter into a contract with the Contractor by which the Contractor will provide recreation services and opportunities for the benefit of the citizens of Sun Valley, thus avoiding duplication of services.

NOW, THEREFORE, on the basis of the foregoing recitals, the parties agree as follows:

1. Payment By Sun Valley. Upon resolution made and unanimously passed by the Sun Valley City Council, Sun Valley agrees to pay Contractor \$20,000 to be used for Contractor's recreation and park programs and services which are offered to Sun Valley residents on an equal basis with residents of Contractor.

2. Term. This Contract shall be effective as of October 1, 2011, and be in full force and effect until September 30, 2012, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.

3. Non-assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of Sun Valley.

4. Hold Harmless Contract. Any contractual obligation entered into or assumed by the Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of the Contractor's obligations pursuant to this Contract shall be the sole responsibility of the Contractor, and the Contractor covenants and agrees to indemnify and hold Sun Valley harmless from any and all claims or causes of action arising out of the Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and any other claims.

5. Miscellaneous Provisions.

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

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

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

D. Attorney's Fees. In the event any legal action or court or arbitration proceeding is brought by either party against the other under this Contract, the prevailing party shall be entitled to recover its fees of its attorneys in such action or proceeding, including costs on appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees and costs. In addition, should it be necessary for either party to employ legal counsel to enforce any of the provisions of this Contract through measures which do not involve legal actions, court or arbitration proceedings, then the other party agrees to pay all attorneys fees and the costs reasonably incurred by the party who was so required to employ legal counsel.

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

F. Entire Contract. This Contract contains the entire Contract between the parties respecting the matters herein set forth and supersedes all prior Contracts between the parties hereto respecting such matters.

G. Governing Law. The Contract shall be construed in accordance with the laws of the State of Idaho.

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

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

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

K. Further Assurances. Any party will, if requested to do so by any other party, sign, acknowledge, and deliver any and all such further instruments and documents as may be necessary in order to complete this transaction or carry out the intent and purposes of this Contract.

L. Time of the Essence. Time is of the essence of this Contract.

M. Counterparts. This Contract may be executed in counterparts and such counterparts shall constitute one Contract binding on the parties hereto. Further, a facsimile copy of this Contract with facsimile signatures shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first above written.

CITY OF SUN VALLEY

By: _____
Wayne Willich,
Mayor

ATTEST:

Kelly Ek, City Clerk
City of Sun Valley

CITY OF KETCHUM

By: _____
Randy Hall,
Mayor

ATTEST:

Sandy Cady, City Clerk
City of Ketchum

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

This Agreement made and entered into this ____ day of _November, 2011, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the "County") and the City of Ketchum, Idaho, (referred to herein as the "City" or "Ketchum").

WITNESSETH

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

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

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

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as "BCSO Law Enforcement Services").
 - 1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:
 - a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;
 - b. Proactive patrol to prevent and deter criminal activity;
 - c. Traffic patrol to enforce applicable traffic codes;
 - d. Investigation of crimes, infractions, and misdemeanors;
 - e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
 - f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
 - g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

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

1.3. Administrative Services

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

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

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank Captain for BCSO), and nine (9) additional full-time law enforcement officers, and two (2) CSO officers, and two (2) full-time administrative persons, working regular business hours (8:00 am. to 5:00 p.m. weekdays), and consistent with BCSO Staffing Chart attached hereto as Exhibit A. (BCSO law enforcement officers will be assigned to work primarily within the City under this Agreement shall be deputies of the Ketchum office, and shall wear a City identification patch in addition to their BCSO identification patch. Any changes to the City of Ketchum uniforms shall occur only after BCSO consults with the City Council. Notwithstanding the foregoing, BCSO law enforcement officers shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO employees assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO unit in case of emergency. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests, but only after a replacement officer(s) has/have been reassigned to Ketchum.

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

1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).
- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.
- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

1.6. Reporting

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

1.7. Personnel and Equipment

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

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.

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

1.8. Ketchum Owned Property, and Evidence

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

1.9. City Responsibilities

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

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its officers to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO'S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.

- d. Equipment: As described in paragraph 2(e) of this agreement. The City and representatives from the BCSO shall meet during the City's annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

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

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,244,300.00.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the total sum of \$1,244,300.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the date this Agreement is executed.
- d. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- e. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- f. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2011. The agreement period shall continue until September 30, 2012, and may, upon agreement of the parties, be renewed for additional one year periods using the County's budgeting cycle of October 1st to September 30th of the following year.

3.1. Termination Process

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

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.
- c. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.

4. Indemnification

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

5. Audits and Inspections

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

6. Agreement Administration

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

7. General Provisions

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

To City:

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

To BCSO:

Blaine County Sheriff
1650 Aviation Dr.
Hailey, Idaho 83333

To County:

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

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

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
 - Exhibit A: BCSO Staffing Chart
 - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.

m. No Third Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

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

City of Ketchum, Idaho

By: _____
Randy Hall, Mayor

Attest: _____
Ketchum City Clerk

Blaine County Sheriff's Office

By: _____
Gene D. Ramsey, Sheriff

Blaine County Board of County Commissioners

By: _____
Angenie McCleary, Chairman

By: _____
Tom Bowman, Commissioner

By: _____
Lawrence Schoen, Commissioner

Attest: _____
Blaine County Clerk