

CITY COUNCIL CALENDAR OF THE CITY OF KETCHUM, IDAHO

Monday, October 21, 2013, beginning at 5:30 p.m.

480 East Avenue, North, Ketchum, Idaho

Approximate starting time for each agenda item is indicated at left.



- 5:30 1. CALL TO ORDER.
- 2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
- 5:30 a) Communications from Mayor and Councilors.
- 5:35 b) Presentation of Certificates of Recognition - Mayor Hall.
- 3. COMMUNICATIONS FROM THE PUBLIC.
- 5:45 a) Communications from the public.
- 6:00 b) Bald Mountain Lodge Project Update - Mike Kerby
- 4. COMMUNICATIONS FROM CITY STAFF.
- 6:10 a) Discussion on Right-of-Way Encroachment Permit processes - Joyce Allgaier, Tab 1
AICP, Planning Manager.
- 6:45 b) Discussion on possible changes to Chapter 40 of the Ketchum Municipal Code, the Percent for Public Art Chapter - Gary Marks, City Administrator.
- 7:00 c) Recommendation to cancel the Monday, December 16, 2013 Regular City Council meeting - Gary Marks, City Administrator.
- 7:05 5. COMMUNICATIONS FROM THE PRESS.
- 6. AGREEMENTS AND CONTRACTS.
- 7:10 a) FY2013-14 Sun Valley Marketing Board Contract for Services - Lisa Horowitz, Tab 2
Community and Economic Development Director.
- 7:40 b) Hotel Ketchum Third Amendment to the Development Agreement - Lisa Tab 3
Horowitz, Community and Economic Development Director.
- 8:00 c) FY2013-14 Wastewater SCADA System Contract for Services - Robyn Tab 4
Mattison, Public Works Director/City Engineer.
- 8:10 d) FY2013-14 Snow Hauling Contracts for Services - Brian Christiansen, Street Tab 5
Superintendent.
- 8:20 e) Community Housing Credit Agreement with Blaine County Housing Authority Tab 6
and River Run Condominiums, LLC - Joyce Allgaier, AICP, Planning Manager.
- 8:40 7. CONSENT CALENDAR. Tab 7
 - a) Approval of minutes from the October 7, 2013 Council meeting.
 - b) Recommendation to approve current bills and payroll summary.
- 8. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).
- 9. ADJOURNMENT.

Any person needing special accommodations to participate in the above noticed meeting should contact the City of Ketchum three days prior to the meeting at (208) 726-3841.

This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N in Ketchum or (208) 726-3841.

Check out our website: www.ketchumidaho.org.

City of Ketchum, Idaho

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



October 16, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

October 21, 2013 City Council Agenda Report

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

2. COMMUNICATION FROM MAYOR AND COUNCIL.
 - b) Presentation of Certificates of Recognition - Mayor Hall.

Mayor Hall will recognize individuals and businesses for their service to the Ketchum community.

RECOMMENDATION: None.

RECOMMENDED MOTION: None.

This is an executive function.

3. COMMUNICATIONS FROM THE PUBLIC.
 - b) Bald Mountain Lodge Project Update - Mike Kerby

Mike Kerby, representing the Bald Mountain Lodge Project, will update the Council concerning the project.

RECOMMENDATION: None. This item is informational only.

RECOMMENDED MOTION: None.

This is a legislative matter.

4. COMMUNICATIONS FROM CITY STAFF.
 - a) Discussion on Right-of-Way Encroachment Permit processes - Joyce Allgaier, AICP, Planning Manager.

Staff is proposing to create a streamlined process for Right-of-Way Encroachment Permits. Staff is seeking the Council's comments and

direction on the proposed process. A detailed staff report from Joyce Allgaier has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully requests the Council's comments and directions concerning this matter.

RECOMMENDED MOTION: None at this time.

This is a legislative matter.

- b) Discussion on possible changes to Chapter 40 of the Ketchum Municipal Code, the Percent for Public Art Chapter - Gary Marks, City Administrator.

I will address the Council with a concept for a simplified version of the City's Percent of Art Code. The concept includes use of capital improvement expenditure numbers from the most recently completed City audit to calculate Percent for Art allotments each year as part of the budget process. This approach would eliminate the complexities and ambiguities of the current Percent for Art Code and provide funding information to the art community in advance of each budget year.

RECOMMENDATION: I respectfully recommend the Council authorize me to work with the City Attorney to develop a draft ordinance providing for a streamlined Percent for Art Program as described above.

RECOMMENDED MOTION: *"I move to authorize the City Administrator to work with the City Attorney to develop a streamlined Percent for Art Ordinance for consideration by the City Council."*

This is a legislative matter.

- c) Recommendation to cancel the Monday, December 16, 2013 Regular City Council meeting - Gary Marks, City Administrator.

Given the scheduling difficulties near the holidays, the Council has traditionally cancelled the second regular Council meeting in December. As such, agendas have been planned for such a cancellation. A motion of the Council is needed to confirm the cancellation.

RECOMMENDATION: Staff respectfully recommends the December 16, 2013 Regular Council meeting be cancelled.

RECOMMENDED MOTION: "I move to cancel the December 16, 2013 Regular Council meeting."

This is a legislative matter.

6. AGREEMENTS AND CONTRACTS.

- a) FY2013-14 Sun Valley Marketing Board Contract for Services - Lisa Horowitz, Community and Economic Development Director.

The City has appropriated \$450,000 in the FY2013-14 Local Option Tax (LOT) Fund to support the community marketing efforts of the Sun Valley Marketing Alliance. A scope of services is detailed in the contract for services. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Marketing and Visitor Services Contract for Services with the Sun Valley Marketing Alliance in the amount of \$450,000 for FY2013-14.

RECOMMENDED MOTION: *"I move to approve the Marketing and Visitor Services Contract for Services with the Sun Valley Marketing Alliance in the amount of \$450,000 for FY2013-14."*

This is a legislative matter.

- b) Hotel Ketchum Third Amendment to the Development Agreement - Lisa Horowitz, Community and Economic Development Director.

During the September 16, 2013 City Council meeting the Council directed staff to prepare an amendment to the Hotel Ketchum Development Agreement that provides for a two-year extension. At the October 7, 2013 City Council meeting the Council continued this item to October 21st in order to hear from the developer, Jack Bariteau. The amendment extends the agreement to October 6, 2015. The amendment has been prepared and has been provided in the Council packet along with a staff report from Lisa Horowitz.

RECOMMENDATION: Staff respectfully recommends the Council approve the third amendment to the Hotel Ketchum Development Agreement.

RECOMMENDED MOTION: *"I move to approve the third amendment to the Hotel Ketchum Development Agreement."*

This is a legislative matter.

- c) FY2013-14 Wastewater SCADA System Contract for Services - Robyn Mattison, Public Works Director/City Engineer.

The City appropriated \$37,000 in the FY2013-14 Wastewater Fund for professional services. One of the professional agreements supported by this line item is the SCADA (Supervisory Control And Data Acquisition) System agreement with Banyan Technologies, Inc. The SCADA system constitutes

the master controls of the wastewater system and Banyan Technologies provides technical support for the system. The agreement is renewed annually and is in the amount of \$8,803. The cost of this agreement is split with the Sun Valley Water and Sewer District based on proportional flows. A detailed staff report from Robyn Mattison and a copy of the agreement have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contract for services with Banyan Technologies, Inc. in the amount of \$8,803.

RECOMMENDED MOTION: *"I move to approve the contract for services with Banyan Technologies, Inc. in the amount of \$8,803."*

This is a legislative matter.

- d) FY2013-14 Snow Hauling Contracts for Services - Brian Christiansen, Street Superintendent.

Staff is seeking Council approval of snow hauling contracts related to the 2013-14 winter season. A detailed staff report from Brian Christiansen has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contracts for service with Joe's Backhoe Service, Inc., S. Erwin Excavation, Inc., Sawtooth Construction DBA Earthworks LLC, Hiatt Trucking, Inc., Katco Excavation, Inc., Rick's Excavation, Inc., Anderson Asphalt Paving, All Seasons Landscaping, Bald Mountain Excavation and Lunceford Excavation, Inc.

RECOMMENDED MOTION: *"I move to approve the contracts for service with Joe's Backhoe Service, Inc., S. Erwin Excavation, Inc., Sawtooth Construction DBA Earthworks LLC, Hiatt Trucking, Inc., Katco Excavation, Inc., Rick's Excavation, Inc., Anderson Asphalt Paving, All Seasons Landscaping, Bald Mountain Excavation and Lunceford Excavation, Inc."*

This is a legislative matter.

- e) Community Housing Credit Agreement with Blaine County Housing Authority and River Run Condominiums, LLC - Joyce Allgaier, AICP, Planning Manager.

River Run Condominiums is seeking approval of a Community Housing Credit Agreement with the City and the Blaine County Housing Authority. A detailed staff report from Joyce Allgaier and a copy of the agreement have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the agreement between River Run Condominiums LLC, Blaine County Housing Authority and the City.

RECOMMENDED MOTION: *"I move to approve the agreement between River Run Condominiums LLC, Blaine County Housing Authority and the City."*

This is a legislative matter.

7. CONSENT AGENDA.

- a) Approval of minutes from the October 7, 2013 Council meeting.

Copies of the minutes from the October 7, 2013 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary B. Marks". The signature is written in a cursive style with a large, sweeping initial "G".

Gary B. Marks
City Administrator



October 14, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Right of Way Encroachment License Discussion/Work Session

Introduction/History

City staff frequently receives inquiries about how to obtain permission to use the City's rights of way. Requests for use are varied and include such things as construction staging, utility excavation/installations, tree removal or planting staging, amenities on sidewalks or ROWs (benches, planters, retail displays, landscaping), canopies or roof overhangs (new and existing), among other uses. To date, we do not have comprehensive procedures or standards for the review of these encroachments, and the approval process has been somewhat cumbersome for both the customer and staff. The use of right of way spans across different departments. The Street Department issues "Dig Permits" for temporary utility work in the right of way, the Building Division issues "ROW Use Permits" for temporary use of ROW, typically associated with building projects, the Parks Department issues Tree Removal Permits for removal/maintenance of trees in the right of way, and the Planning Division handles other proposed or existing improvements (canopies, benches, lights, roof overhangs) in the right of way, taking them to the Council for approval. In the past, the Utility Department has been noticeably absent from the review of ROW use permits and staff feels it is time to consolidate our process to ensure their needs are met. Some ROW permits are presently handled administratively and others are sent to the Council. There has not been a unified procedure for encroachment permits, yet there is multi-departmental overlap and interest, and often a lack of understanding as to what a customer really needs to do.

Current Report

Staff from each of the City departments has worked together to develop these customer guidelines and forms as a way to streamline the right of way encroachment process and make it clearer and more predictable for our customers. Our goal is to clarify process, standards, and make a "one stop shopping" experience for the customer. These processes will also make it clearer for staff that administer our processes and allow for a more united and consistent message. We expect the process to engage all affected departments as needed to review various applications and ensure the review and permitting is thorough and various interests are met. We have identified the following three types of encroachment permits, each representing different types of actions that

our customers are seeking to do in the right of way. All of these permits may be revoked if standards are not met or if the City needs to use that portion of right of way that is the subject of the permit.

- **A Right of Way Construction Permit** for any excavation, construction or utility work occurring in the public right of way. This may include new construction and maintenance of driveways, culverts, parking lots, storm drains, curb cuts, main and service utility lines (sewer & water, electrical, cables, and other).
- **A Permanent Right of Way Encroachment License** for any permanent occupancy of the public right of way. This may include fences, landscaping structures, lighting, retaining walls, bike racks, benches, awnings, landscaping, canopies, roof overhangs, and projecting signs.
- **A Temporary Right of Way Use Permit** for any temporary use of the public right of way when no permanent fixture to the ground is necessary and no alterations are made. This may include: a sidewalk closure; temporary construction, excavation, maintenance, or landscaping storage; construction vehicles, dumpsters, and fencing; scaffolding; tree removal or trimming; tables and chairs; flags; clothing racks; and planters. (Special events are handled through the Special Events License the and public artwork is handled by the Ketchum Arts Commission.)

Staff proposes that the Council modify Title 12 of the Ketchum Municipal Code to create standards, procedures and criteria for evaluation of these three types of encroachments. With well-defined procedures in place and supported by clear criteria for evaluation, staff suggests that the right of way encroachment permitting process be conducted administratively, with input from all City departments, unless it is determined by the Administrator that the application is too significant, complex, or otherwise requires a decision by the City Council. At this time, we anticipate that the Community and Economic Development Office would be the point of service for handling these permits. As is typical with other reviews, we commonly convene affected departments to review development applications and this process would be no different from that role. Staff has also discussed that when the reorganization of the Public Works/Utility Department is finalized, that some of the permitting process responsibility would move to that department.

Items for discussion:

- Is the Council comfortable with having the process handled administratively, with the option for the Administrator to refer the decision up to the Council? There are many types of encroachments. Some are existing situations, such as a portion of a building that requires an encroachment license at time of redevelopment. Some are more common, such as building-mounted window and door canopies,

lighting, or roof canopies that extend over a sidewalk. As noted earlier, decisions would not be made unilaterally or in a silo, but rather staff would convene affected departments in the review of ROW permit applications prior to approval.

- Should there be a threshold for when a project must be forwarded to the Council for review? For example, when an encroachment might require the permanent loss of a parking space. Or, would it be satisfactory to have this type matter be referred to the Traffic Authority?
- The proposed regulations include temporary outside seating, retail displays, planters, etc. Is the Council comfortable with this? The City Attorney has recommended including those types of improvements in order to better manage these and protect the City from liability. Staff recognizes that enforcement would be difficult; however we have numerous cases around town where sidewalks are cluttered with retail items and racks, tents, chairs/tables, and planters that create obstructions in the public pedestrian spaces. Additionally, these impediments add to the diminishment of meeting the ADA standards we are bound to as a City and desire to meet to allow for greater social equity. At a minimum, asking businesses to get a permit provides for an opportunity for them to gain an understanding of what the requirements are that will help keep our public realm of high aesthetic quality, pleasant to use, and well functioning. After signs, staff finds that impediments to a clear sidewalk are what we get the most complaints about in the downtown.
- Special consideration should be given to driveways. In every driveway situation where the street pavement does not meet a driveway (whether paved or not) it is common for property owners to either pave across the ROW to meet the street pavement or leave it unpaved but use this portion of ROW. When changes (paving, pavers, new driveways, culvert installation, landscaping, etc.) are made to this section of ROW, the change could conceivably change the flow of storm water, snow plowing and snow storage capacity, etc.; issues that are important to good street maintenance and ROW practices. Staff feels ROW permits should be required for new changes only and allow the ongoing use of the ROW section as a typical and necessary use of the ROW for access to private property.

Financial Requirement/Impact

Current right of way encroachment applications and fees are as follows:

- "Dig permit" (Excavation in the ROW) - \$50 application fee (This would become the new ROW Construction Permit)
- "Use of ROW" Permit - \$10 application fee, plus \$50 per 200 square feet used/month. (This would become the new Temporary and Permanent ROW Permits)
- "Right of Way Encroachment Agreement" - \$50, plus a retainer of \$375. (This would become the new Temporary and Permanent ROW Permits)

- Tree Removal Permit - \$50

The proposed permits would also have fees to cover the cost of staff review. Staff does not have a firm recommendation at this time at this time, but in subsequent meetings regarding this topic will bring forth a recommendation. Appropriate fee amounts are not proposed to be changed at this time.

The process of administering these procedures could cost the City additional staff time.

Recommendation

Staff respectfully recommends that the City Council discuss and make recommendations to staff regarding the attached proposed right of way encroachment procedures and processes. Staff would then follow up with appropriate final documents for action and public hearing, as needed.

Suggested Motion

No motion is required.

Sincerely,

Joyce Allgaier, AICP
Planning Manager

Revocable Right of Way & Encroachment Permits Guide

Introduction

All public rights of way are controlled by the City of Ketchum and any private construction in or use of the public rights of way requires a permit approval. In the case of a construction project where the needs of a property cannot be accomplished within the property lines, an encroachment or right of way construction permit may be granted. A permit is required for the use of or construction in the City rights of way to ensure that damage is not done to City infrastructure, so that encroachments do not pose a hazard to the public, to allow amenities that benefit the public, to assist with safe and efficient construction sites and to protect the City from liability due to private use of public ways.

When do I need a permit?

- A **Right of way Construction Permit** is needed for any excavation, construction or utility work occurring in the public right of way. This may include new construction and maintenance of driveways, culverts, parking lots, storm drains, curb cuts, main and service utility lines (sewer & water, electrical, cables, and other).
- A **Permanent Right of Way Encroachment License** is needed for any permanent occupancy of the public right of way. This may include fences, landscaping structures, lighting, retaining walls, bike racks, benches, awnings, landscaping, canopies, roof overhangs, and projecting signs. This license can be revoked by the City.
- A **Temporary Right of Way Use Permit** is needed for any temporary use of the public right of way when no permanent fixture to the ground is necessary and no alterations are made. This may include: a sidewalk closure; temporary construction, excavation, maintenance, or landscaping storage; construction vehicles, dumpsters, and fencing; scaffolding; tree removal or trimming; tables and chairs; flags; clothing racks; and planters. (Special events are handled through the Special Events License the and public artwork is handled by the Ketchum Arts Commission)

What is a Public Right of Way?

A public right of way is defined in the Ketchum Code as "all areas legally open to public use such as public streets, sidewalks, roadways, highways, parkways, parking lots, alleys, or other places owned in fee by the city of Ketchum, or in, on or over which an easement exists in the name of or held by the city of Ketchum, or which exists for the benefit and use of the public." (Sections 12.08.020 & 12.12.030)

What is an encroachment?

The use of public property by any person other than the City of Ketchum.

How much will the permit cost?

Application fees are set at the following rates:

- For a Right of Way Construction Permit, a permit fee of ___ must be paid by the applicant.
- For a Permanent Right of Way Encroachment License, a license fee of ___ must be paid by the applicant.
- For a Temporary Right of Way Use Permit, a permit fee of ___ must be paid by the applicant.

In addition, a parking space lease fee will be charged for any temporary use of the right of way that encroaches into a parking space and requires closing it to the public. Parking fees will be charged at a rate of ___.

Who submits the right of way or encroachment permit?

The right of way permit should be submitted by the individual who is undertaking or in control of the right of way or encroachment project. This is typically the owner or tenant of a property which is benefiting from occupying the right of way. Any contractors and subcontractors involved in the project must be identified in the provided space.

How do I know what to submit in order to ensure I have a complete application?

A checklist attached to each application form provides information about what the permittee must include before submitting a completed application form. (Some submittal requirements may be waived by the administrator if deemed to be inapplicable to the proposal.) Applicants are encouraged to contact the City Streets and Public Works/Utility Departments to discuss their proposal and gain more information prior to submitting an application.

Where do I submit my completed application?

Completed permit applications should be submitted to the City of Ketchum Community and Economic Development (CED) at 480 East Avenue North, Ketchum, ID 83340.

Who do I contact if I have questions about my application?

Contact the CED at 208-726-7801 or 480 East Avenue N. in Ketchum. Information about the permitting process, conditions, and standards can be found in the Municipal Code, Section 12.08 for Right of Way Construction Permits and Section 12.12 for Permanent Right of Way Encroachment Licenses and Temporary Right of Way Use permits. The Municipal Code is found on the City's website.

What can I install or build once I have received my permit?

Only work or items listed in the permit application are permitted. Any work being done in the right of way, or encroachments into the right of way may be stopped by the City if unauthorized activity is occurring. All work must be done in compliance with the standards adopted by the City.

Once I have my permit can I begin occupying or working in the public right of way?

You cannot construct, improve, or alter in the public right of way without **ALL** appropriate permit approvals. This may include tree removal permits, planning approvals and building permits, and others that may be required in addition to a right of way construction or encroachment permit.

In addition, Right of Way Construction Permits have restricted time periods during which the work is allowed to take place. In general, work is prohibited between September 15th and May 1st, but there are added restrictions in certain areas of the City. In addition, the administrator may grant an exception to extend this work period for certain permits at their discretion.

What if I sell my property/buy a property that is encroaching?

If the property subject to the encroachment changes ownership, the permit is void. Any new property owners or tenants must apply for a permit in order to continue the encroachment.

If my Permanent Right of Way Encroachment License is approved, do I have a right to encroach in perpetuity?

No, all permits are revocable by the City and encroachments may be required to be removed if the area is

needed by the City for other work or public improvements. For example, if a permanently mounted sitting bench or landscape improvement is located in a right of way, and the City needs to make improvements – sidewalk repair, install/repair utilities - the encroachment may have to be removed at the cost of the owner. A permit can be revoked if any encroachment or work is being done out of the scope of what is approved in the permit, or if the permittee fails to comply with the standards or conditions for issuance, at the discretion of the City.

If I am applying for a Right of Way Construction Permit, why do I have to provide \$5,000 (or another specified amount at the discretion of the administrator) in bond to the City?

In case any project in the public right of way is not completed or is not completed or maintained to the appropriate standards, the City requires that a bond be posted as an assurity that any work necessary to finish, repair, or correct work done in the right of way will be funded.

If I am applying for a Temporary Right of Way Use Permit or a Permanent Right of Way Encroachment License, why do I have to provide proof of liability insurance (with the City listed as co-insured) at a minimum amount of \$500,000?

The City shall be held harmless from any and all claims for damage or injury to persons that arise out of the permittee's use of the right of way. The permittee shall file proof of insurance with the City upon application for a permit, as well as carry insurance for the duration of the permit, to be produced at any point that the City requests.

What are the procedures for review of my application?

An applicant seeking a permit to construct or encroach in the public right of way must submit the appropriate completed application and fee to the CED. The application must be accompanied by all information and materials indicated in the application's corresponding checklist. The administrator will refer the application to other departments as necessary for a thorough and accurate review in order to protect the interests of the City. Applicants are encouraged to discuss their application with other departments (Streets, Public Works/Utility, Parks and Recreation, Fire, etc. to attain recommendations from the City's specialist and help anticipate issues prior to submittal of an application.

The administrator shall issue a permit when, after considering the application and other information obtained, the use of the right of way is considered necessary and in the public interest, and the permit has been evaluated under the appropriate standards for issuance. The administrator may refer the application up to the City Council or seek guidance if desired.

If any other conditions for approval are deemed necessary by the administrator or the City Council then these conditions will be written into the application before approval is given to the applicant.

How long will the review process take?

The applicant will be informed of approval or rejection of their permit within ten (10) business days. If the administrator, upon their discretion, refers the application or seeks further recommendation from the City Council, the review will be scheduled before the City council as soon as practicable.

What are the criteria for review of my application?

All encroachment applications will be reviewed for compliance with:

- The Ketchum Municipal Code – An encroachment must follow all regulations and development

standards set forth by the municipal code.

- Benefit to the City – Any approved permit will reflect a benefit to the city gained through the right of way improvement or an encroachment into the public right of way.
- Traffic circulation impact – Encroachments should not create negative consequences for the flow of traffic.
- Impact on pedestrians and other users – All encroachments must maintain a clear path of 7ft in height and 5 feet in width.
- Impact on code and law enforcement and safety services (fire, ambulance) – No encroachment will prevent public services and safety services from protecting the health and safety of the public.
- Impact on Streets Department Operations – Encroachments must not interfere with the tasks of the streets department, such as snow removal.
- Utility vehicle accessibility – Utility vehicles must maintain access to complete necessary maintenance and repairs.
- Minimum five (5) foot wide pedestrian routes.
- ADA Regulations – Encroachments must comply with ADA regulations and not worsen existing conditions in terms of ADA standards.

City of Ketchum Temporary Right of Way Use Permit Application

Checklist – Temporary Right of Way Use Application

This checklist serves as a guide for applicants applying for a Temporary Encroachment Permit. All items must be completed and submitted to the City of Ketchum for process and review. No incomplete applications will be accepted.

- ✓ **Completed Application Form** – Please fill out all items on the application form.

- ✓ **Permit Application Fee** – A nonrefundable fee of ___ is due to the City of Ketchum at the time of application submittal.

- ✓ **Land and Parking Lease Fees** – A lease payment at the rate of \$___/SF per month for parking and \$___/SF per month for land in the public rights of way must be paid to the City.

- ✓ **Site Plan** - A detailed and accurate site plan should be drawn to scale showing all existing features as well as the proposed encroachment area with square footage and abutting properties and streets.

- ✓ **Traffic Management Plan** – If requested by the City, a professionally drawn and detailed traffic management plan shall be prepared by a traffic engineer or control supervisor. This plan shall not exclude emergency services and urban forestry consideration.

- ✓ **Proof of Liability Insurance** – A proof of insurance certificate shall be submitted to the City to be kept on file prior to issuing an encroachment permit. Ketchum should be listed as co-insured on the policy, and the insurance must be produced at any time the City requests. The permit will be revoked at any point when the insurance policy expires or becomes invalid. The insurance provider must be licensed to do business in the State of Idaho.

Temporary Right of Way Use Permit Application

Permit #: _____ Date Filed _____

Applicant Name:	
Applicant Mailing Address:	
Applicant Phone No.:	
Property Address:	
Property Description:	

Contractor Name:	
Contractor Address:	
Contractor Phone No.:	

Requested start date of Encroachment:	
Requested end date of Encroachment:	

Description of Encroachment (including item and location in street, sidewalk, alley, etc.):	
Purpose of Encroachment:	
Requested Encroachment	

Dimensions:	
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Encroachment Closure	Area of Closure	Start Date	End Date
Sidewalk	SF		
Street	SF		
Alley	SF		
Parking	#/SF		

This permit to temporarily occupy, maintain and use a portion of the public right of way, described above, is issued with the understanding that it is revocable if permittee fails to comply with the terms and conditions of Title 12 of the City of Ketchum Municipal Code or any other conditions upon which the permit is approved. A City designee is authorized to inspect the project site.

Applicant Signature:	Printed Name:	Date:
Contractor Signature (if applicable):	Printed Name	Date:

For Office Use Only:	
Land Sq. ft.:	
Parking Spaces (No. Impacted by encroachment):	
Dates of Parking Impact:	
Dates of Encroachment:	
Zoning District:	

Stamp of Judgment

Permit Fee Paid:	Yes:_____ Amt:_____
Parking Lease Paid: (\$__ per 200 sq. ft. per month)	Yes:_____ Amt:_____

City of Ketchum Permanent Right of Way Use & Encroachment License Application

Checklist –Permanent Right of Way Encroachment Application

This checklist serves as a guide for applicants applying for a Revocable Permanent Encroachment License. All items must be completed and submitted to the City of Ketchum for process and review. No incomplete applications will be accepted.

- ✓ **Completed Application Form** – Please fill out all items on the application form.
- ✓ **Permit Application Fee** – A nonrefundable fee of ___ is due to the City of Ketchum at the time of application submittal.
- ✓ **Site Plan** – A detailed, legible and accurate site plan shall be drawn to scale showing all existing features as well as the exact locations of the proposed encroachment items with square footage and abutting properties and streets labeled.
- ✓ **Picture** – At the request of the City, any relevant photos of where the item of encroachment will be located.
- ✓ **Proof of Liability Insurance** – A proof of liability insurance certificate in a minimum of five hundred thousand dollars (\$500,000) shall be submitted to the City to be kept on file prior to issuing an encroachment permit. Ketchum should be listed as co-insured on the policy, and the insurance must be produced at any time the City requests. The permit will be revoked at any point when the insurance policy expires or becomes invalid. The insurance provider must be licensed to do business in the State of Idaho.

Applicant Name:	
Applicant Mailing Address:	
Applicant Phone No.:	
Property Address:	
Property Description:	

Description of requested Encroachment (including item and location in street, sidewalk, alley, etc.):	
Purpose of requested Encroachment:	
Dimensions of Requested Encroachment:	

Request for:	<input type="checkbox"/> Perpetual permit <input type="checkbox"/> Pre-Existing Condition (and perpetual permit)
Requested Start Date:	

This permit is issued with the understanding that it is revocable if permittee fails to comply with the terms and conditions of Title 12 of the City of Ketchum Municipal Code or any other conditions upon which the license is approved. A City designee is authorized to inspect the project site.

Applicant Signature:	Printed Name:	Date:
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For Office Use Only:	
Land Sq. ft.:	
Dates of Project Construction:	
Zoning District:	

Stamp of Judgment

Fee Paid:	Yes: ____ No: ____
Total:	
Date Paid:	

Additional Conditions of Approval:

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City of Ketchum Administrator Approval		
Signature:	Title:	Date:

City of Ketchum Right-of-Way Construction Permit Application

Checklist – Right-of-Way Construction

This checklist serves as a guide for applicants applying for a Right-of-Way Permit. All items must be completed and submitted to the City of Ketchum for process and review. No incomplete applications will be accepted.

- ✓ **Completed Application Form** – Please fill out all items on the application form.

- ✓ **Permit Application Fee** – A nonrefundable fee of ___ is due to the City of Ketchum at the time of application submittal.

- ✓ **Site Plan** - A detailed and accurate site plan shall be drawn to scale showing all existing features as well as the proposed work.
 1. Alignment and profile of streets.
 2. Location of all underground utilities, including alignment and depths.
 3. Location, size and type of all drainage structures.
 4. Connections to existing streets, drainage facilities, and utilities.
 5. Adequate dimensions and details for accurate construction of all roadway features.
 6. Adequate specifications to assure proper materials and workmanship to attain construction with design criteria, standard specifications and standard drawings.

- ✓ **Traffic Management Plan** – If requested by the City, a professionally drawn and detailed traffic management plan shall be prepared by a traffic engineer or traffic control professional. This plan should not exclude emergency services and urban forestry consideration.

- ✓ **Bond** – The contractor shall file a valid bond with the application form. The contractor shall be bonded with the City for two years following construction, in the amount of five thousand dollars (\$5,000), or an amount otherwise set at the discretion of the administrator.

- ✓ **Building Division, Public Works/Utility Department and Utility Company Notification** -The applicant's contractor shall contact the city building division, utility department and utility companies that have existing utility lines within the project site to notify them of the work being done.

Right-of-Way Construction Permit Application Permit #: _____ Date Filed _____

Applicant Name:	
Applicant Mailing Address:	
Applicant Phone No.:	
Property Address:	
Property Description:	

Property Owner Name:	
Property Owner Address:	
Property Owner Phone No.:	

Contractor Name:	
Contractor Address:	
Contractor Phone No.:	

Description of Right of Way Improvement or Work (including location in street, sidewalk, alley, etc.):	
Type of Road Surface:	Oil _____ Dirt _____ Pavement _____ Other _____
Length & Depth of Cut:	Length _____ Depth _____
Requested Right of Way Improvement Dimensions:	

Purpose of Right of Way Construction:	
Requested start and completion date of Right of Way Construction:	Start ___/___/___ Completion ___/___/___

This permit is issued with the understanding that it is revocable if permittee fails to comply with the terms and conditions of Title 12 of the Municipal Code or any other conditions upon which the permit is approved. A City designee is authorized to inspect the project site.

The following conditions, in addition to all other provisions, shall be met by the contractor:

Prior to any street or city utility easement excavation, the contractor shall be responsible for contacting the City to notify that the work is being performed on the city street, alley or city utility easement. In addition, the contractor must contact all utility companies that have existing utility lines within the project site;

Any cut of existing pavement shall be done with a pavement cutter, or the contractor shall forfeit his or her bond.

The last thirty inches (30") of backfill shall consist of lean concrete. Notwithstanding the foregoing, the city may require full lean concrete backfill whenever weather conditions warrant.

No trench shall remain open more than twenty four (24) hours. The contractor is responsible for providing appropriate barricades and other safety measures in compliance with the Manual for Uniform Traffic Control Devices (MUTCD) standards.

Upon notice by the city that settlement of the trench has occurred, the contractor shall correct the settlement within three (3) days or forfeit his or her bond.

Any equipment used to excavate a trench shall use suitable protection devices where such backhoe is used on existing pavement in order to prevent damage to the road, or the contractor shall forfeit his or her bond.

Prior to any street cut, the contractor shall be responsible for contacting the City for inspection of the work being performed in the City street.

Adequate traffic control shall be provided and the contractor assumes all responsibility.

The contractor shall arrange for paving of the street cut on all paved streets and alleys in a timely manner. This shall be within twenty four (24) hours for arterial streets and within three (3) days for collector streets, unless approved otherwise at the discretion of the administrator. In the case of default by the contractor a pavement fee shall be assessed by the City based upon the length of the street cut.

The contractor shall be responsible for any settling for a period of two (2) years. The contractor shall be required to

repair the settling within five (5) days after notice or forfeit his or her bond.

Pursuant to Title 12, section 12.04.040H, road cutting will only be permitted when approved by the city and where boring or pushing methods have been shown to be practically unfeasible.

Any contractor doing work in the public right of way must be a licensed contractor.

The permittee shall comply with any other conditions as the administrator shall find necessary in the enforcement of this chapter, and which the administrator may write into the applications as additional conditions of approval.

Applicant Signature:	Printed Name:	Date:
Contractor Signature:	Printed Name:	Date:

For Office Use Only:	
Land Sq. ft.:	
Dates of Project Construction:	
Zoning District:	

Stamp of Judgment

Permit Fee Paid:	Yes:___ Amt. ___
Parking Lease Paid: (\$__ per 200 sq. ft. per month)	Yes:___ Amt. ___
Total:	
Date Paid:	

Additional Conditions of Approval:

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City of Ketchum Administrator Approval		
Signature:	Title:	Date:

Chapter 12.08

EXCAVATIONS OF CITY STREETS AND CITY UTILITY EASEMENTS CONSTRUCTION AND IMPROVEMENTS IN CITY RIGHTS OF WAY AND UTILITY EASEMENTS

12.08.010: PURPOSE:

12.08.020: DEFINITIONS:

12.08.030: PERMIT REQUIRED

12.08.040: APPLICATION FOR PERMIT:

12.08.050: CONDITIONS OF PERMIT:

12.08.060: STANDARDS FOR ISSUANCE OF PERMIT:

12.08.070: NOTICE OF APPROVAL OR REJECTION:

12.08.080: APPEAL PROCEDURE:

12.08.090: DUTIES OF PERMITTEE:

12.08.100: PROHIBITED PERIOD:

12.08.110: PROHIBITION AGAINST DAMAGE TO STREET OR ALLEY
AND REQUIREMENT FOR RESTORATION OF ANY SUCH DAMAGE:

12.08.120: PREVENTION OF UNAUTHORIZED ACTIVITY:

12.08.130: PENALTIES:

12.08.010: PURPOSE:

The purpose of this chapter will be to establish administrative procedures to protect and maintain the surface and subsurface conditions of alleys and streets of the city and to regulate any construction, digging, trenching or excavating in existing streets, alleys or utility easements of the city by requiring any person intending to do such work to file application and obtain a permit for such work as set forth in this chapter. (Ord. 796 § 1, 1999: Ord. 295 § 1, 1979)

12.08.020: DEFINITIONS:

Whenever the following terms are used in this chapter, they shall be defined as follows:

ADMINISTRATOR: The City employee(s) designated to review the application for a permit.

CONTRACTOR: Means and includes any business or organization, individual or corporation under contract to perform the work of digging, trenching or excavating in the city streets or alleys.

PERMIT: A permit as required by this chapter.

PERMITTEE: Any person applying for a permit.

PERSON: Means and includes any business or organization, individual, group of individuals, corporation, association and/or their respective agents.

PUBLIC RIGHT OF WAY: All areas legally open to public use such as public streets, sidewalks, roadways, highways, parkways, parking lots, alleys, or other places owned in fee by the city of Ketchum, or in, on or over which an easement exists in the name of or held by the city of Ketchum, or which exists for the benefit and use of the public.

STREET: Means and includes any roadway within the city limits of Ketchum, Idaho, and also includes the area lying between the actual traveled portion of the roadway and the adjacent boundary of any private property bordering the roadway. (Ord. 295 § 2, 1979)

12.08.030: APPLICATION FOR PERMIT PERMIT REQUIRED:

No person shall dig in, excavate, trench or otherwise disturb the surface or subsurface of any street, alley or city utility easement, and no person shall block any portion of a street or alley for the purpose of doing any work to adjacent buildings or structures, nor shall any person block or barricade any portion of any street or alley, ~~nor shall any person build any structure, permanent or temporary, on property owned by the city~~ or improve the same within the city rights of way without having first obtained a written permit to do so, issued by the City upon compliance with the bond requirements and completing the steps enumerated in this chapter.

12.08.030 12.08.040: APPLICATION FOR PERMIT

A. Filing Period: An application for a permit shall be filed with the administrator not less than ten (10) days before the date on which the person intends to do work in, on, or under a city street, alley, sidewalk, or other public right of way. The administrator, where good cause is shown, shall have the authority to approve any application which is not filed within the period established in this section.

A.B. Contents of a Right of Way Improvement Permit: The city will require completion of a written application for a permit on a form to be provided by the city and approved by the city administrator, or his delegate, and the payment of the appropriate application fee. Such application form shall include, but not be limited to, the following information:

1. The name, address, and phone number of the ~~developer, or the~~ person for whom the work is to be done, ~~the name of the contractor who will do the work, the location of the work, the purpose of the work, the length and approximate depth of the excavation, the starting date and the completion date of the work,~~

2. The name, address, and phone number of the contractor and any subcontractors who will do the work. All contractors excavating or making improvements in the right of way or utility easements must be a licensed contractor.

3. The name, address, and phone number of the property owner (if different from developer)

4. A detailed site plan showing the location and nature of the work, which shall include:

a. Alignment and profile of streets.

b. Location of all underground utilities, including alignment and depths.

c. Location, size and type of all drainage structures.

d. Connections to existing streets, drainage facilities, and utilities.

e. Adequate dimensions and details for accurate construction of all roadway features.

f. Adequate specifications to assure proper materials and workmanship to attain construction with design criteria, standard specifications and standard drawings.

4. A description of the work, including the purpose of the work.

5. The length of the work period, including the requested start date and completion date.

6. A traffic management plan, at the request of the City, including information about any temporary street, sidewalk, or parking closures.

7. The contractor must establish a bond, and shall be bonded with the City for a period of two years, in the amount of five thousand dollars (\$5,000.00), or an amount otherwise established at the discretion of the administrator. Any costs related to restoration of the street or alley due to settlement shall be paid for by the contractor or the permittee will forfeit his or her bond. Such bond must be on file with the city prior to the issuance of the permit.

8. Submittal requirements may be waived by the administrator where found inapplicable to the proposal.

~~2. A provision whereby prior to any street or city utility easement excavation, the contractor shall be responsible for contacting the building department to notify that the work is being performed on the city street, alley or city utility easement;~~

~~3. A provision establishing a bond, which is renewable annually, in the amount of five thousand dollars (\$5,000.00) to be provided by the contractor and posted with the city. Such bond must be on file with the city prior to the issuance of the permit;~~

~~4. A provision requiring the contractor to meet the following conditions in performing any excavation work in the city streets or alleys:~~

~~a. Any cut of existing pavement shall be done with a pavement cutter, or the contractor shall forfeit his or her bond;~~

~~b. All backfill shall be compacted by water settling and tamping to prevent settlement.~~

~~c. The last thirty inches (30") of backfill shall consist of lean concrete. Notwithstanding the foregoing, the city may require full lean concrete backfill whenever weather conditions warrant.~~

~~d. If the excavation is part of any construction where a building permit has been issued, the cut must be backfilled and compacted prior to a framing inspection. No framing inspection will be done by the building inspector until the backfill and compaction meets city approval.~~

~~e. No trench shall remain open more than twenty four (24) hours. The contractor is responsible for providing appropriate barricades and other safety measures.~~

~~f. Upon notice by the city that settlement of the trench has occurred, the contractor shall correct the settlement within three (3) days or forfeit his or her bond.~~

~~g. Any backhoe used to excavate a trench shall be equipped with pads on the outriggers or other suitable protection devices where such backhoe is used on existing pavement, or the contractor shall forfeit his or her bond;~~

~~5. A provision whereby the city shall do any paving required in the city streets or alleys to complete the restoration work necessitated by the excavation of the contractor. A paving fee shall be established by resolution of the city council. The fee so established shall be sufficient to reimburse the city for its costs, and such fee must be paid prior to the issuance of a permit.~~

C. The applicant shall pay a fee of fifty dollars (\$50.00) to the city to cover the cost of administration, filing and issuance of the permit authorizing the initial work to be done and inspection of such work. Such fee shall be paid at the time of filing such application. The fee shall include a rental charge to the permittee for the use of public parking spaces. (Ord. 923 § 1, 2003; Ord. 796 §§ 2, 3, 4, 1999; Ord. 315 § 1, 1979; Ord. 295 § 3, 1979) Fees: The applicant shall pay a permit fee, established by the city council, and such fee must be paid prior to the issuance of the permit. The fee so established shall be sufficient to reimburse the city for its costs of administration of this chapter and the permitting process.

12.08.050: CONDITIONS OF PERMIT

Prior to any street or city excavation or improvement, the permittee and contractor are responsible for being aware of the following conditions and are held responsible for ensuring all following conditions shall be met.

1. Prior to any street or city utility easement excavation, the contractor shall be responsible for contacting the City to notify that the work is being performed on the city street, alley or city utility easement. In addition, the contractor must contact all utility companies that have existing utility lines within the project site;

2. The contractor shall meet the following standards in performing any excavation work in the city streets or alleys:

a. Any cut of existing pavement shall be undertaken with a pavement cutter, or the contractor shall forfeit his or her bond.

b. The last thirty inches (30") of backfill shall consist of lean concrete. Notwithstanding the foregoing, the city may require full lean concrete backfill whenever weather conditions warrant.

c. No trench shall remain open more than twenty four (24) hours. The contractor is responsible for providing appropriate barricades and other traffic safety measures in compliance with the Manual for Uniform Traffic Control Devices (MUTCD) standards.

d. Upon notice by the city that settlement of the trench has occurred, the contractor shall correct the settlement within three (3) days or forfeit their bond.

e. Any equipment used to excavate a trench shall use suitable protection devices where such backhoe is used on existing pavement in order to prevent damage to the road, or the contractor shall forfeit his or her bond.

f. Prior to any street cut, the contractor shall be responsible for contacting the City for inspection of the work being performed in the City street.

g. Adequate traffic control shall be provided and the contractor assumes all responsibility.

h. The contractor shall arrange for paving of the street cut on all paved streets and alleys in a timely manner. This shall be within twenty four (24) hours for arterial streets and within three (3) days for collector streets, unless approved otherwise at the discretion of the administrator. In the case of default by the contractor a pavement fee shall be assessed by the City based upon the length of the street cut.

i. The contractor shall be responsible for any road or surface settling for a period of two (2) years. The contractor shall be required to repair the settling within five (5) days after notice or forfeit his or her bond.

j. Pursuant to Title 12, section 12.04.040H, road cutting will only be permitted when approved by the City and where boring or pushing methods have been shown to be practically unfeasible.

k. Any contractor doing work in the public right of way must be a licensed contractor.

l. The City reserves the right to add conduit to any suitable open trench it deems necessary for the purposes of broadband or other infrastructure.

m. All construction within the city right of way and proposed new street construction shall comply with the Idaho Standards for Public Works Construction, current edition, as amended.

3. The permittee shall comply with any other conditions as the administrator shall find necessary in the enforcement of this chapter, and which the administrator may write into the applications as additional conditions of approval.

12.08.040-12.08.060: STANDARDS FOR ISSUANCE OF PERMIT:

~~Any person who, upon proper application for a permit and payment of all required fees, and approval of such application by the city building inspector, and whose contractor is bonded with the city in the amount of at least five thousand dollars (\$5,000.00), shall be issued a permit to dig or excavate or trench in any street or alley within the city; no permit will be issued under this chapter to any person whose contractor is not so bonded with the city. (Ord. 796 § 5, 1999; Ord. 295 § 4, 1979)~~

The application will be reviewed by the administrator designated by the City. In the event that the administrator seeks further recommendation on a specific right of way project, the administrator may refer the application to City Council for decision or further discussion prior to making a final decision on approval. The administrator may refer the application to other City departments or outside agencies as deemed necessary for the thorough and accurate review of the proposal. The administrator shall issue a permit as provided for under this chapter when, from a consideration of the complete application and from such other information as obtained, he or she finds that:

A. The use of the public right of way by the applicant is necessary and in the public interest.

B. Traffic conditions at a proposed location and/or winter road conditions, at the discretion of the administrator, do not require rejection of a permit application.

C. The improvement or construction work in the right of way follows all other regulations and standards set forth by the Ketchum Municipal Code.

D. There are minimal negative impacts on law enforcement, streets department operations, utility service operations, safety services, pedestrians, and other users. A minimum five (5) foot wide path shall be maintained in all pedestrian routes.

E. There are not significant reductions in parking spaces due to the right of way improvement or construction.

F. All work done in the right of way complies with ADA Regulations.

12.12.070: NOTICE OF APPROVAL OR REJECTION:

The administrator shall act upon the application for a permit within ten (10) days after the filing of such complete application. If the administrator disapproves the application, he or she shall mail to the applicant, within ten (10) days after the date upon which the application was filed, a notice of his or her action, stating the reasons for his or her denial of the permit. In the event that the administrator chooses to refer the application to City Council for decision or further recommendations, the applicant shall be informed of the decision and schedule the application before the City Council as soon as practicable.

12.12.070 12.12.080: APPEAL PROCEDURE:

Any person aggrieved shall have the right to appeal the denial or revocation of a permit to the City Council. The appeal shall be filed within fifteen (15) days after notice. The city council shall act upon the appeal within thirty (30) days after its receipt.

12.08.090: DUTIES OF PERMITEE

A permittee under this chapter shall comply with all permit directions and conditions and with all applicable laws and ordinances.

12.08.050-12.08.100: PROHIBITED PERIOD:

With the provisions contained in sections ~~12.08.030 and 12.08.040~~ of this chapter notwithstanding, No permit will be issued for work to be performed during the period of September 15 of each year to May 1 of the following year to dig, excavate, trench, or construct in any street or alley within the Ketchum city limits. The purpose of this prohibition is twofold: a) to allow for sufficient time for asphalt repairs to be made to streets or alleys that have existing pavement prior to the onset of inclement weather; and b) to guarantee that no digging takes place in any city street or alley, paved or unpaved, during times of frozen or potentially frozen ground conditions. The city administrator may grant an exception in writing to the above prohibitions if the applicant can demonstrate extraordinary circumstances, and this approval may require full lean concrete backfill from the bedding material to the base material, in addition to other restoration requirements deemed necessary by the administrator under the circumstances. (Ord. 923 § 2, 2003; Ord. 315 § 2, 1979) The administrator may impose greater restrictions on the period during which work is allowed in areas that the administrator finds it appropriate to do so.

~~12.08.060~~ 12.08.110: PROHIBITION AGAINST DAMAGE TO STREET OR ALLEY AND REQUIREMENT FOR RESTORATION OF ANY SUCH DAMAGE:

- A. Any person who damages or causes damage to any street or alley within the city shall be required to notify the City of such damage and shall be required to repair such damage at no expense to the city in accordance with the conditions for such repairs as set forth by the building inspector.
- B. Should any person fail to repair such damage in accordance with the provisions of subsection A of this section, then the city shall repair the same, and the cost shall be borne by such person.
- C. The amount of such repairs borne by the city shall constitute a debt owed by such person to the city. Should such person fail or refuse to pay for or make arrangements in writing with the city to pay for the repairs within sixty (60) days after completion and submission to such person of an itemized bill for the costs of such repairs including costs of materials, labor and equipment used, the city shall commence appropriate legal action to recover the same. (Ord. 796 § 6, 1999: Ord. 295 § 6, 1979)

~~12.08.070~~ 12.08.120: REVOCABILITY AND PREVENTION OF UNAUTHORIZED ACTIVITY:

The city may stop the work at any time that it is being done beyond the scope of the description of work as found in the application filed with the city, or at any time that the work is progressing or being done in such a way as to be injurious to, or potentially injurious to, the health, safety and welfare of the people of the city. The administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the administrator at the time of issuance. (Ord. 923 § 3, 2003: Ord. 295 § 7, 1979)

~~12.08.080~~ 12.08.130: PENALTIES:

Any person, firm or association who violates and/or fails to comply with any provision of this chapter shall be guilty of a misdemeanor and, on conviction, shall be subject to a fine not to exceed three hundred dollars (\$300.00) or imprisonment not exceeding six (6) months in jail, or both, as provided in the general penalty provisions of chapter 1.36 of this code. Each day such violation continues shall be deemed a separate offense; provided, however, the city will not be barred in any way from proceeding in a civil action for injunctive relief and/or damages to collect the amount of money found necessary to restore the surface of the street or alley disturbed, dug in, excavated or trenched without the written permission as required in this chapter; provided further, if any person, firm or association is found to be in violation of the provisions of this chapter, his or her bond shall be revoked. (Ord. 796 § 7, 1999: Ord. 295 § 8, 1979)

Chapter 12.12

USE OF STREETS TEMPORARY AND PERMANENT USE OF PUBLIC RIGHTS OF WAY

12.12.010: SHORT TITLE:

12.12.020: PURPOSE:

~~12.12.020~~ 12.12.030: DEFINITIONS:

~~12.12.030~~ 12.12.040: PERMIT REQUIRED:

~~12.12.040~~ 12.12.050: APPLICATION:

12.12.060: CONDITIONS OF PERMIT:

~~12.12.050~~ 12.12.070: STANDARDS FOR ISSUANCE:

~~12.12.060~~ 12.12.080: NOTICE OF APPROVAL OR REJECTION:

~~12.12.070~~ 12.12.090: APPEAL PROCEDURE:

~~12.12.080~~ CONDITIONS OF PERMIT:

~~12.12.090~~ 12.12.100: DUTIES OF PERMITTEE:

12.12.110: PREVENTION OF UNAUTHORIZED ACTIVITY

~~12.12.100~~ 12.12.120: REVOCATION OF PERMIT:

~~12.12.110~~ 12.12.130: PENALTIES:

12.12.010: SHORT TITLE:

This chapter shall be known and may be cited as the ~~BUILDING EQUIPMENT AND MATERIALS STORAGE ORDINANCE OF THE CITY. (Ord. 555 § 1, 1990)~~ RIGHT OF WAY ENCROACHMENT ORDINANCE.

12.12.020 PURPOSE.

The purpose of this chapter is to regulate the use of public rights of way, including the placement of privately owned permanent and temporary fixtures that encroach in the rights of way. This chapter establishes administrative procedures to protect and maintain public space by requiring any person intending to use the right of way to file an application and obtain a permit for such work or activity as set forth in this chapter.

12.12.020 12.12.030: DEFINITIONS:

As used in this chapter, the following terms mean:

ADMINISTRATOR: The building official of the city of Ketchum or his or her designee. The City employee(s) designated to review the application for a permit.

CITY: The city of Ketchum.

ENCROACHMENT: The use of public property by a person other than the City of Ketchum.

PERMIT: A permit as required by this chapter.

PERMITTEE: Any person applying for a permit.

PERSON: Any person, firm, partnership, association, company or organization of any kind.

PUBLIC RIGHT OF WAY: All areas legally open to public use such as public streets, sidewalks, roadways, highways, parkways, parking lots, alleys, or other places owned in fee by the city of Ketchum, or in, on or over which an easement exists in the name of or held by the city of Ketchum, or which exists for the benefit and use of the public.

STREET: The entire width between the boundary lines of every way publicly maintained when part is open to the use of the public. (Ord. 555 § 2, 1990)

12.12.030-12.12.040: PERMIT REQUIRED:

No person shall place, store, or occupy or cause to be placed or stored placed, stored, or occupied any building equipment or building material temporary or permanent use or storage in the public right of way for the purpose of, but not limited to, building equipment, building material, objects, structures, or other amenities on or in any street, improved alley or sidewalk any public right of way for any length of time unless a permit shall have been obtained from the administrator. (Ord. 787 § 1, 1999: Ord. 555 § 3, 1990) Such permit shall become void if the property owner or tenant appurtenant to the encroachment is no longer in control of the property.

A. A Permanent Right of Way Encroachment License is required for any permanent encroachment of the public right-of-way, where a permanent fixture to the ground or a building will occur.

B. A Temporary Right of Way Use Permit is required for any temporary occupancy or storage that encroaches on the public right-of way and where there is no permanent fixture to the ground or a building.

12.12.040-12.12.050: APPLICATION:

A person seeking issuance of a permit for a permanent or temporary encroachment shall file an application with the administrator on forms provided by him or her.

A. Filing Period: An application for a permit shall be filed with the administrator not less than ten (10) days before the date on which the person intends to place or store building equipment or building material on a city street, alley, sidewalk, or other public right of way. The administrator, where good cause is shown, shall have the authority to approve any application which is not filed within the period established in this section.

B. Contents of a Permanent Right of Way Encroachment License application: The application for the permit shall include, but not be limited to, the following information:

1. Name of building project owner.
2. Building project street address.
3. Name and telephone number of building project contractor.
4. Location of public right of way to be used.

5. Site Plan. Identify on a diagram the specific location of the area to be used, including the streets, sidewalks, and/or alleys where equipment and/or material will be stored encroach the public right of way, the total width of the public right of way, the dimension of the right of way to

be used, how the area to be used will be separated from the remainder of the right of way (i.e., barricade, cones), and identify any signs to be posted (i.e., no parking signs, if necessary).

6. Requested start date.

7. Attach proof of liability insurance. A proof insurance certificate shall be submitted to the City to be kept on file. Ketchum shall be listed as co-insured on the policy and the insurance shall be produced at any time the City requests. The insurance provider shall be licensed to do business in the State of Idaho. The permittee shall hold the city harmless from any and all claims for damage or injury to persons arising out of permittee's use of the public right of way. Furthermore, the permittee shall carry, for the duration of the permit, bodily injury and property damage insurance in a minimum amount of five hundred thousand dollars (\$500,000.00). The insurance policy must have a cancellation clause that states that the permittee shall notify the City in writing of cancellation.

8. Traffic Management Plan. Upon the request of the administrator, a professionally drawn and detailed traffic management plan should be prepared by a traffic engineer or control supervisor with consideration for emergency services and urban forestry. The area to be used must be separated from the remainder of the public right of way by barricades, cones, etc. and a sign shall be posted if there are any public hazards or closures (i.e. sidewalk or parking).

C. Contents of a Temporary Right of Way Use Permit application: The application for the permit shall include, but not be limited to, the following information:

1. Name of building project owner.

2. Building project street address.

3. Name and telephone number of building project contractor.

4. Location of public right of way to be used.

5. Site Plan. Identify on a diagram the specific location of the area to be used, including the streets, sidewalks, and/or alleys where equipment and/or material will be stored encroach the public right of way, the total width of the public right of way, the dimension of the right of way to be used, how the area to be used will be separated from the remainder of the right of way (i.e., barricade, cones), and identify any signs to be posted (i.e., no parking signs, if necessary).

6. Requested length of time of use.

7. Attach proof of insurance. An affidavit of insurance coverage shall be submitted to the City to be kept on file. Ketchum shall be listed as co-insured on the policy and the insurance shall be produced at any time the City requests. The insurance provider shall be licensed to do business in the State of Idaho. The permittee shall hold the city harmless from any and all claims for damage or injury to persons arising out of permittee's use of the public right of way. Furthermore, the permittee shall carry, for the duration of the permit, bodily injury and property damage insurance in a minimum amount of five hundred thousand dollars (\$500,000.00). The insurance policy must have a cancellation clause the states that the permittee "Shall notify the City in writing."

8, Traffic Management Plan. Upon the request of the City a professionally drawn and detailed traffic management plan should be prepared by a traffic engineer or control supervisor with consideration for emergency services and urban forestry. The area to be used must be separated from the remainder of the public right of way by barricades, cones, etc. and a sign shall be posted if there are any public hazards or closures (i.e. sidewalk or parking).

~~G. D.~~ Fees: A permit fee shall be established by resolution of the city council, and such fee must be paid prior to the issuance of the permit. The fee so established shall be sufficient to reimburse the city for its costs of administration of this chapter and the permitting process, and in addition, ~~the fee shall include a~~ The City may charge an additional lease charge, at a rate established by resolution of the city council, to the permittee for temporary use of the public right of way. (Ord. 555 § 4, 1990)

12.12.080 12.12.070: CONDITIONS OF APPROVAL:

Each permit shall state the following information and conditions: The permittee shall comply with the following conditions:

~~A.~~ The specific location and dimensions of the area permitted to be used to store equipment and/or material.

~~B.~~ Requirements for separation of the area to be used from the remainder of the public right of way (i.e., barricades, cones) and signs to be posted, if any (i.e., no parking signs).

~~C. A.~~ Each permit shall only be valid for a maximum of thirty (30) days. the time period approved by the administrator.

~~D.~~ The permittee shall hold the city harmless from any and all claims for damage or injury to persons arising out of permittee's use of the public right of way. Furthermore, the permittee shall carry for the duration of the permit bodily injury and property damage insurance in a minimum amount of five hundred thousand dollars (\$500,000.00).

~~E. B.~~ The permittee shall return all surfaces of the public right of way to the same or better condition than existed prior to permittee's use of the right of way.

~~C.~~ The permittee shall be responsible for maintaining and repairing the public right of way in any way necessary to keep the right of way safe and clean.

~~D.~~ The permittee shall be responsible for ensuring that a minimum five (5) foot clearance is maintained on all sidewalks in order to maintain walkability and a connected mobility system.

~~E.~~ If the permit expires or the City terminates the permit for any reason, the licensee shall remove any encroachments from the right of way and restore the property to a satisfactory condition at their own expense.

~~F.~~ The permittee shall comply with any other ~~Such other information and conditions as the~~ administrator shall find necessary in the enforcement of this chapter. (Ord. 555 § 8, 1990)

12.12.050 12.12.060: STANDARDS FOR ISSUANCE:

The application will be reviewed by the administrator. In the event that the administrator seeks a decision from or recommendation on a specific encroachment project, she or he, upon their discretion, may refer the application to City Council for further discussion prior to making a final decision on approval. The administrator shall issue a permit as provided for under this chapter when, from a consideration of the application and from such other information as obtained, he or she finds that:

~~A. The use of the public right of way by the applicant is necessary and in the public interest. Traffic conditions at a proposed location and/or winter road conditions may, in the discretion of the administrator, require rejection of a permit application.~~

B. Traffic conditions at a proposed location and/or winter road conditions may, in the discretion of the administrator, do not require rejection of a permit application

C. The permittee has submitted a completed application for a permit and payment of all required fees.

D. Encroachment into the right of way follows all regulations and standards set forth by the Ketchum Municipal Code

E. There are minimal negative impacts on law enforcement, streets department operations, utility service operations, safety services, pedestrians, and other users. A minimum five (5) foot wide path shall be maintained in all pedestrian routes.

F. There are not significant reductions in parking spaces due to the right of way encroachment.

G. All encroachments in the right of way comply with ADA Regulations.

~~B. The applicant has not previously had a permit revoked.~~

~~C. If the applicant has previously been issued a permit, all conditions of the permit have been satisfied. (Ord. 555 § 5, 1990)~~

12.12.060 12.12.080: NOTICE OF APPROVAL OR REJECTION:

The administrator shall act upon the applications for a permit within ten (10) days after the filing of such application. If the administrator disapproves the application, he or she shall mail to the applicant, within ten (10) days after the date upon which the application was filed, a notice of his or her action, stating the reasons for his or her denial of the permit. (Ord. 555 § 6, 1990) In the event that the administrator refers application up to City Council for decision or recommendation, the applicant shall be informed of that process decision and the application will be scheduled as soon as practicable.

12.12.070 12.12.090: APPEAL PROCEDURE:

Any person aggrieved shall have the right to appeal the denial or revocation of a permit to the city council. The appeal shall be taken filed within fifteen (15) days after notice. The city council shall act upon the appeal within thirty (30) days after its receipt. (Ord. 555 § 7, 1990)

~~12.12.090~~ 12.12.100: DUTIES OF PERMITTEE:

A permittee under this chapter shall comply with all permit directions and conditions and with all applicable laws and ordinances. (Ord. 555 § 9, 1990)

12.12.110: PREVENTION OF UNAUTHORIZED ACTIVITY

The city may prohibit the encroachment at any time that there is an alteration in use or the encroachment is beyond the scope of the description of encroachment as found in the application filed with the city, or at any time that the work is progressing or being done in such a way as to be injurious to, or potentially injurious to, the health, safety and welfare of the people of the City of Ketchum.

~~12.12.100~~ 12.12.120: REVOCATION OF PERMIT:

The administrator may revoke a permit when the permittee fails to comply with the standards for issuance, including any conditions established by the administrator at the time of issuance. (Ord. 787 § 10, 1999; Ord. 555 § 10, 1990)

~~12.12.110~~ 12.12.130: PENALTIES:

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the amount not exceeding three hundred dollars (\$300.00) or be imprisoned in the Blaine County jail for a period not exceeding six (6) months, or be both so fined and imprisoned, as provided in the general penalty provisions of Chapter 1.36 of this code. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. (Ord. 787 § 11, 1999; Ord. 555 § 11, 1990)

City of Ketchum, Idaho

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



October 14, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation of Approval of a Contract for Services With the Sun Valley Marketing Board and Quarterly Report Presentation

Introduction/History

The Sun Valley Marketing Board was formed in June, 2010. The City has committed \$450,000 from the 2013/2014 Local Option Tax (LOT) fund towards this organization for marketing efforts.

Current Report

The Marketing Board is proposing a scope of services as shown on Attachment A of the contract.

This meeting is also a quarterly presentation by the SVMA. No action is needed on the quarterly presentation.

Financial Requirement/Impact

The contract for services with the Marketing Board includes a not to exceed figure of \$450,000 for the purpose of providing marketing and promotional services for the Ketchum/Sun Valley area. Last year, an in-kind rent contribution of \$6,000 was also included in the contract. This in-kind contribution would come out of the contingency fund. This would be added to the contract if agreeable to the Council.

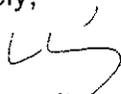
Recommendation

I respectfully recommend the City Council approve the attached contract for services with the Sun Valley Marketing Alliance.

Recommended Motion:

I move to approve the contract for services with Sun Valley Marketing Alliance.

Sincerely,


Lisa Horowitz
Community and Economic Development Director

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this ^x day of October, 2013, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area (including Ketchum) as a destination resort.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic well being from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well being of the City.
5. City Municipal Code Chapter 3.12 provides for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Ketchum. Pursuant to the language of the Chapter, which was approved by the voters of Ketchum, the municipal sales tax revenue derived shall be used for, among other things, public transit, information, education and economic development activity.
6. The primary reason for the City to enter this contract is to increase visitors in order to increase Local Option Tax revenues, to wit: those generated by retail sales, ski tickets, lodging, and liquor by the drink in the City of Ketchum.
7. SVMA is to establish, implement, maintain, and operate a comprehensive marketing program for the Sun Valley resort area.

8. The Organizational Goals of SVMA are consistent with the purposes and findings of Municipal Code Chapter 3.12.

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

10. Ketchum has committed \$450,000 towards this contract for services in their 2013/2014 budget.

11. SVMA desires to enter into an agreement with Ketchum to provide marketing services all as hereinafter provided.

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

1. Services To Be Rendered.

1. SVMA agrees to provide Sun Valley resort area marketing services to the City as follows and as further set forth in the Strategic and Operational Plan Summary, Exhibit A, which is incorporated herein by reference. For the purposes of this Agreement, the "Sun Valley resort area" means the cities of Sun Valley and Ketchum, Idaho. The marketing services are:
 - a. Strategic external marketing;
 - b. Sun Valley resort area visitor services;
 - c. Sun Valley resort area event support through existing marketing channels.
2. SVMA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set for in this Agreement.
3. Term. The term of this Agreement shall commence upon the day of its execution and shall terminate on the 30th day of September 2014.
4. Consideration. In consideration for providing the services herein described the City agrees to pay to SVMA the total sum of FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000) payable in four equal quarterly installments on October 1, 2013; January 1, 2014; April 1, 2014; and July 1, 2014. SVMA will provide the City at the end of each quarter during which SVMA performs services hereunder with an invoice setting forth the amount

of the installment due for such month; the City shall pay SVMA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

- a. In consideration and as part of this Agreement SVMA agrees to:
 - i. Provide a quarterly report to the City including but not limited to:
 1. Performance measures, including progress towards annual targets, Exhibit B.
 2. Budget;
 3. Revenues (income);
 4. Operational updates for:
 - a. External Marketing
 - b. Visitor Services;
 - c. Event Solicitation and Support
 - ii. Maintain complete records of all written, electronic and oral complaints received by it from tourists regarding air and ground transportation and tourist facilities in the Sun Valley resort area.
 - iii. Exercise due diligence to obtain from member businesses and other entities all digital and printed promotional and informational material that may be reasonably available and cause that information to be distributed at the visitor center and/or on the website, as applicable
 - iv. The SVMA will
 1. Present operational updates to the City twice per quarter
 2. Present quarterly financial reports (YTD budget and current balance sheet) at council meetings held each quarter; and
 3. Furnish to the City at SVMA's expense externally prepared financial reviews (actual P&L and yearend balance sheet) on an annual basis.

shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by SVMA in a competent, efficient and satisfactory manner.

8. Hold Harmless Agreement. Any contractual obligation entered into or assumed by SVMA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of SVMA's obligations pursuant to this Agreement shall be the sole responsibility of SVMA, and SVMA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of SVMA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Agreement may not be assigned by or transferred by SVMA, in whole or in part, without the prior written consent of the City.
10. Mediation/Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Agreement or the breach of this Agreement, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Agreement. The arbitrator shall have no power to award punitive or exemplary damages.
11. Miscellaneous Provisions.
 - a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
 - b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
 - c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under

this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Sun Valley Marketing Alliance
 PO Box 4934
 Ketchum, ID 83340

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

CITY OF KETCHUM, IDAHO

Sun Valley Marketing Alliance

By: _____
Randy Hall
Mayor

By: _____
Arlene Schieven
President + CMO

DATE: _____

DATE: _____

Visit Sun Valley Performance Tracking - 2014

Measure	Actuals @ 9.30.13	Target for 9.30.14	Target increase (% or pts)	Actuals YTD	% of Target Achieved YTD	Source of Measurement
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Sales Indicators

Local Option Tax			2%			City data
						City data
Skier Visits	386,782	TBD	TBD			SVR - target to reflect SVR goals
Winter Occupancy - Dec 15 to Mar 31st	56%	58%	+ 2 points			Member Hotels
Summer Occupancy - June 7 to Sept 19th	62%	64%	+2 points			Member Hotels
Total Enplanements	TBD					Fly Sun Valley
Estimated # of Visitors	TBD					Various - compiled by VSV

2. Brand Engagement

Facebook Fans			10%			Internal
Twitter Followers			20%			Internal
Instagram			50%			Internal
Pinterest			100%			Internal
Website Visits			5%			Google Analytics

3. Brand Awareness

Share of Mind - California Skiers	1%	2%	1 point			Survey Sampling International
Share of Mind - Washington Skiers	9%	10%	1 point			As above
PR Ad Equivalency		TBD	TBD			Vocus

4. Internal

Membership	304	320	5%			Internal
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Exhibit A

Visit Sun Valley

**Strategic and Operational Plan Summary
2013/2014**

September 16th, 2013

Visit Sun Valley 2013/2014 Strategic Plan Summary

This document provides an overview of Visit Sun Valley's detailed strategic and operational plan for 2013/2014.

Background:

The most recent year has been one of positive indicators. All of the visitor-based measurements are showing increases. This is good news after many years of declining numbers. While there are definite signs of recovery from the economic challenges of the past five or six years, there is still much ground to be made up and the gains achieved in 2012/2013 were not as great as those achieved by many of our key competitors. This is not surprising, given the discrepancy in budgets. While other mountain resort destinations have committed to multi-million dollar marketing budgets across numerous target markets, Sun Valley has been hampered by a limited budget allowing for minimal coverage in very few markets.

Still, indicators are all moving in the right direction, with increases showing in the number of customers engaging with the brand via the website and social media as well as more visitors on the ground as indicated by increasing occupancy rates, load factors on direct flights and local option taxes.

It is extremely important to strive for a continued and ideally increased marketing presence in our key target markets. Unfortunately, with the recent budget cuts, the budget for 2013/2014 represents the lowest level in more than 15 years. The funding cut has put the future of marketing for Sun Valley at great risk. As indicated in the draft budget, this level of funding will not allow for a summer campaign. Winter will remain strong, as commitments for winter have already been made. Further, with the recent announcement of direct air service from San Francisco to Sun Valley, funds must be diverted from the regional market (Boise) to take advantage of the potentially higher ROI represented by SF. There simply is not enough money to divide the pie any further, while hoping to achieve significant results in any one market.

The board of directors will work diligently in 2013/14 to identify potential avenues for increased funding. In addition, the Board of Directors (as well as staff) will significantly increase efforts to cultivate a spirit of cooperation within the communities that are focused on the mission of Visit Sun Valley. Greater outreach and communication will be key to increased involvement by the business community. These efforts are already underway with a series of listening sessions taking place in September of 2013.

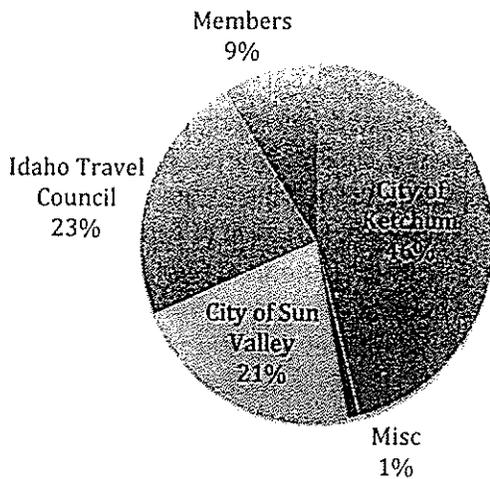


Budget and Financial Outlook:

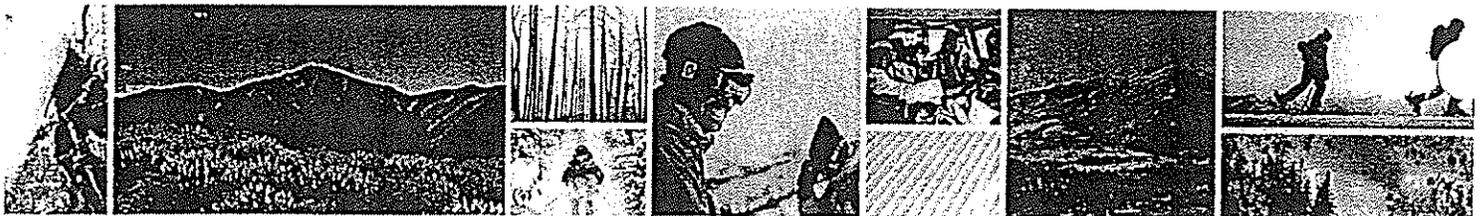
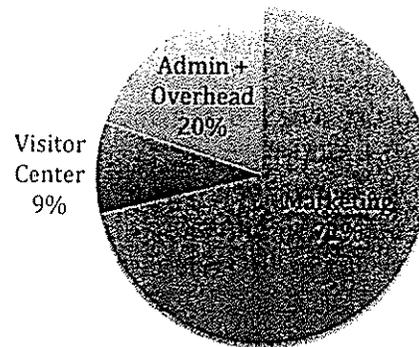
Compared to 2012/13, this year's budget represents a 17% decrease in funding. The brunt of the budget cut will be felt next summer. While the budget cuts will temper the summer targets, Visit Sun Valley will continue to focus on earned and owned media (PR and social media) for the summer season, in an effort to try and keep the spotlight on Sun Valley in the absence of a paid media plan. However, if the Ketchum Tourism and Jobs Initiative is successful in November, there will be time to develop a summer marketing program as funds become available.

The following two charts illustrate the sources of revenue and expenses for the coming year: \$450,000 from the City of Ketchum; \$222,400 from the Idaho Travel Council; \$209,000 from the City of Sun Valley; \$88,000 from membership dues and \$10,000 from miscellaneous revenue. The budget totals \$979,400 in comparison to \$1,142,308 (actual) in the previous year.

Sources of Revenue 2013/14



Budgeted Expenses 2013/14



Target Markets:

Visit Sun Valley focuses on target markets based on geography, demographics and psychographics.

Geographic Target:

The determination of geographic markets is based on two key factors: budget and access. A relatively small budget determines the number of geographic markets that can be targeted, while access (air or drive) determines those markets most likely to visit and provide the greatest potential ROI.

For 2013/2014, the following geographic markets will be targeted in winter: Seattle, Los Angeles and San Francisco. The funding decrease will not allow for a paid media presence in the summer at this point. Summer efforts will therefore focus only on PR and social media unless additional funds become available.

Demographic (age) Target:

The demographic target is primarily focused on the 35 to 55 age group; however, the passions and interests of a potential visitor supersede any age criteria, as identified in the subsequent section.

Psychographic Target:

Psychographics refer to personality, values, attitudes, interests and lifestyles. For example, anyone who defines themselves as a skier/snowboarder/Nordic skier would be part of the target market, regardless of age. The following areas reflect Visit Sun Valley's primary focus:

- Alpine skiers/snowboarders
- Mountain Bikers
- Nordic Skiers
- Summer/Shoulder - recreation and culture seekers (if budget allows)

Mission and Vision:

I. The mission of Visit Sun Valley is:

- To raise awareness of Sun Valley and increase visitor traffic from our target markets



II. The vision of Visit Sun Valley is:

- Sun Valley will be recognized as a leader in mountain resort living and recreation

Overall Goals:

- *To increase brand awareness and engagement*
- *To attract a younger demographic (35-55)*
- *To increase visitation (sales), particularly in the winter*

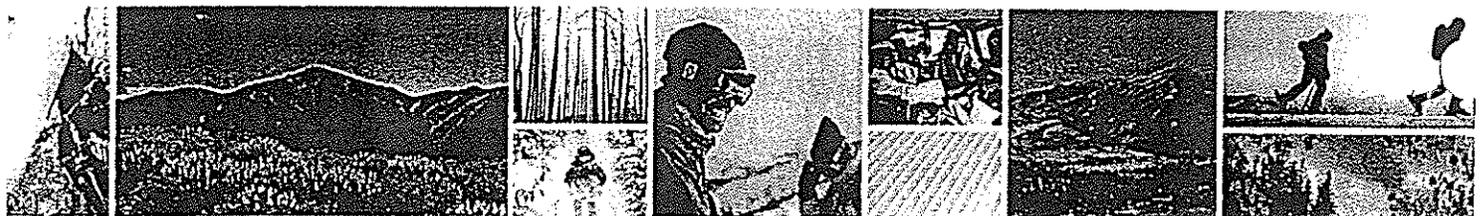
Overall Objectives:

- To increase top-of-mind awareness amongst destination skiers in California from 1% to 3% and amongst Washington State skiers from 9% to 12%. This benchmark was set after the 2011/12 ski season. Although a subsequent survey was scheduled to be fielded after the 2013/14 ski season to identify any changes, this will need to be postponed until the following year once funding has stabilized.
- To increase occupancy by two points in the winter season and by one point in the summer season.
- To increase local option tax collected by 2%.

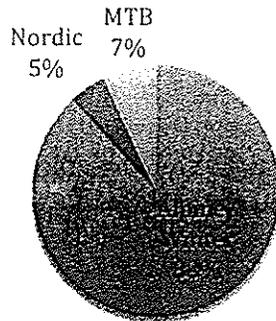
Operational Plan Summaries

External Marketing:

Visit Sun Valley's marketing budget must be split in several different ways. First, the budget is divided by product sector and corresponding season. It must further be divided by brand awareness efforts (long-term) and short-term transactional efforts in each of these categories. Finally, within these breakdowns of product, season, brand/tactical, the budget must also be split to address priority geographic target markets. As mentioned previously, there is currently no summer or shoulder season component to the paid advertising plan for this year. The following chart is therefore heavily skewed towards winter product.

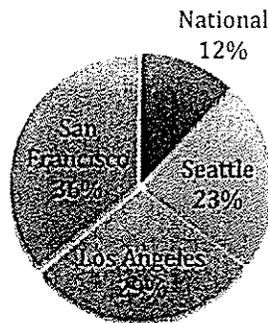


Advertising Budget by Product Sector



The geographic breakdown of Visit Sun Valley’s winter advertising is a mix of location specific and niche specific markets. For example, when advertising in a ski/snowboard publication or website, those properties typically have a national reach. The following chart therefore includes “national” to reflect the vertical publications and websites, as well as pay per click advertising (PPC) and retargeting.

Winter Advertising Budget by Geographic Market



As identified in the overarching goals, Visit Sun Valley must serve the dual purpose of inspiring and informing potential visitors of everything Sun Valley has to offer while at the same time trying to encourage immediate travel to the area. Given that Visit Sun Valley does not control a product or pricing, the transactional success depends in large part on the offerings of members. Further, Visit Sun Valley can only promote an offer that is relevant to more than one member. Typically, the role of a destination marketing organization is new business development or furthering the brand recognition of the destination. As such, the goal for the future should be to continue to increase brand awareness efforts relative to tactical advertising. This is particularly



important in a destination such as Sun Valley where there is very little brand awareness advertising in the marketplace.

The bulk of Visit Sun Valley's advertising will be focused on digital media in order to maximize both the budget and measurement of results and to allow for flexibility in messaging (i.e. to reflect changes in snow conditions and prices). However, the goal is to utilize a mix of traditional and non-traditional media to best achieve the stated marketing goals within the allocated budget. In some cases, purchased media may be secondary to earned media, if there is a hook that will create interest (such as was the case with the "Skip Town" promotion in the summer of 2012). Visit Sun Valley will look for these types of opportunities, as the potential win can outweigh the risk. With a small budget, the only way to stand out is to take chances on doing something innovative and unique. Visit Sun Valley will also look to partnerships with industry partners and like-mind companies to extend the external reach of marketing programs (for example, the Idaho Travel Council, The Sun Valley Resort, local businesses, etc.).

Marketing Goals:

- *To stand out amongst the competition with all of our campaigns*
- *To develop innovative marketing campaigns that connect the Sun Valley brand with consumers in a meaningful way*
- *To connect with potential customers at all stages of the purchase cycle*
- *To leverage marketing investment by maximizing partner relationships (industry; tourism; local) to extend reach of marketing programs*

Marketing Objectives:

- To create three campaigns (winter, Nordic, mountain biking) that contain at least one unique element as compared to prior and competitor campaigns
- To execute at least one research study every three years (in partnership with the Sun Valley Resort) to understand external perceptions of the Sun Valley brand and/or to measure awareness levels
- To utilize a minimum of three partner relationships to extend marketing reach

Public Relations

PR is a critical component of the marketing outreach for Visit Sun Valley. In order to leverage a relatively small budget, Visit Sun Valley needs to garner earned media to gain significant exposure. This can be done in a number of ways, including the following:



- A unique PR hook/campaign that draws attention to the destination in an unusual and compelling way. For example, the "Skip Town" promotion that was launched last summer (2012) focused on something that was both topical (connection of the virtual environment to the actual physical environment) and unique (nothing like this had been done before). This promotion resulted in an unprecedented 2.7 million dollars of PR coverage for Sun Valley along with exposure to a new and relevant audience (the tech crowd). To put this in perspective, the ad equivalency of this 5-day promotion nearly doubled the annual coverage for the area.
- Hosting editors and writers so that they experience the destination first hand. Again, a significant hook is required to compel both the visit and any resulting coverage.
- Ongoing outreach, including the development of personal relationships, dissemination of press releases, etc.

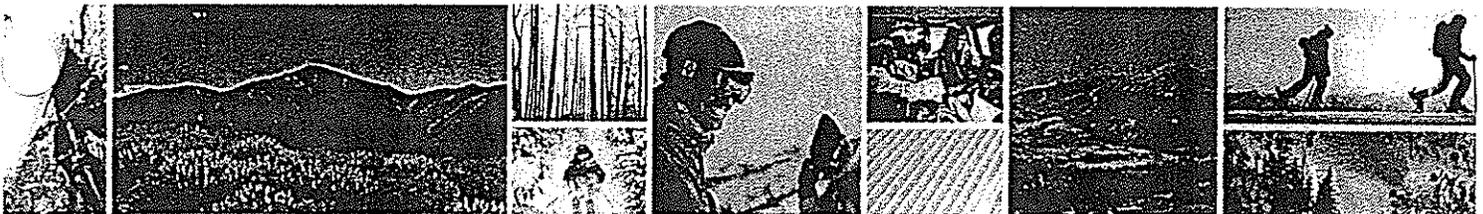
With limited resources available for PR, Visit Sun Valley must be extremely targeted with outreach and must engage community partners to ensure success for the area. While efforts and results have been strong within the snowsports and mountain biking media, other areas have not received the same amount of focus, due to limited staff time. With the transition of Ride Sun Valley away from Visit Sun Valley, staff time that will be freed up by this change can now be focused on garnering PR in other types of media. However, there is less money available for PR hosting so greater results may not be seen until budgets are restored.

Public Relations Goals:

- *To increase the visibility of Sun Valley in the media*
- *To increase earned media coverage of Sun Valley*
- *To increase relationships with non-ski/mountain biking media*

Public Relations Objectives:

- To secure two **major** pieces of coverage in winter-oriented outlets
- To secure two **major** pieces of coverage in bike/outdoor outlets
- To secure one **major** piece of coverage in a mainstream media outlet
- To increase arts and culture media contacts by 10%
- To secure one **major** piece of coverage featuring a signature Sun Valley event
- To achieve \$3.3M of advertising equivalency (target TBD after 2012/13 results are evaluated)
- To increase visitation to media and press page of Visit Sun Valley website by 20%
- To add 100 contacts to media database



Social Media:

Visit Sun Valley's social media program consists of Facebook, Twitter, Pinterest, Instagram and the Searching for Sun Valley blog.

Facebook continues to be the primary focus for Visit Sun Valley's efforts. The strategy of working together with the Sun Valley Resort has been very effective as it provides one point of contact for visitors interested in Sun Valley and avoids duplication of efforts. Numbers continue to grow at a steady pace and, most importantly, the engagement statistics continue to outperform those of our competitors.

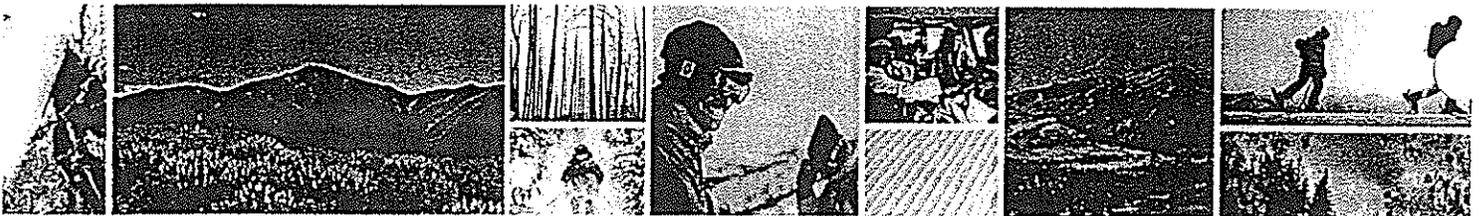
The Searching for Sun Valley blog, while initially introduced as part of the 2012/13 winter campaign has become a permanent property. The blog will continue to showcase stories and imagery that reveal the unique and interesting character of Sun Valley. Certain local writers and photographers have proven to be a great fit for the blog and we will continue to use their services. As with Facebook, the Searching for Sun Valley blog is shared with the Sun Valley Resort. The Sun Valley Resort also has their own blog that focuses more on resort products and services.

The other properties remain Visit Sun Valley properties. Over the past year, the focus on Twitter has not been quite as strong as the focus on Facebook; however, moving forward, the focus on Twitter as well as the newer properties of Pinterest, Instagram and the blog will all increase.

Social media provides an excellent platform for visitors to share their experiences and pass along positive word of mouth to potential visitors. Sun Valley's followers tend to be highly engaged and are great ambassadors for the area. The challenge will be to continue to populate these properties with engaging, interesting content to keep the momentum going. Again, with the transition of Ride Sun Valley away from Visit Sun Valley, more of the resources of the Director of Social Media and PR can be directed to social media and in particular, to ensuring great content, within the reduced budget parameters.

Social Media Goals:

- *To increase the quality, regularity and volume of fresh and engaging content for social media platforms*
- *To utilize social media to increase visitation to www.visitsunvalley.com*
- *To maintain high engagement levels of Visit Sun Valley's social media followers*



Social Media Objectives*:

- To grow Facebook Fans by 10% in 2013/14
- To grow Twitter followers by 20% in 2013/14
- To grow Instagram followers by 50% in 2013/14
- To grow Pinterest followers by 100% in 2013/14
- To increase visits to the Searching for Sun Valley blog by 5%

** Objectives will be finalized once 2012/13 results are known*

Event Tourism:

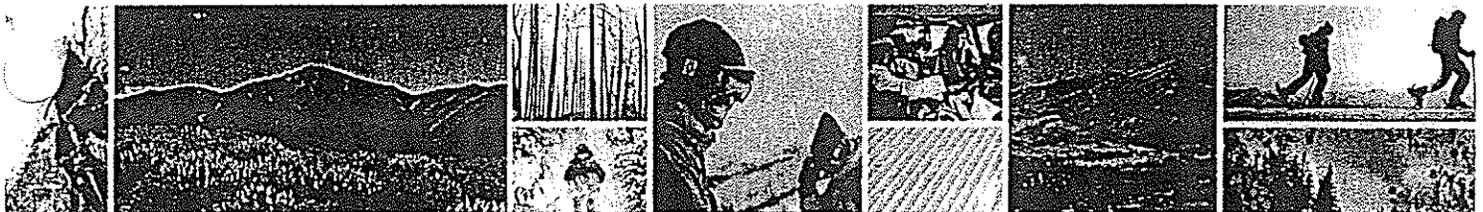
Events provide exposure for first-time visitors who may not have experienced Sun Valley otherwise. This is particularly true for established events that come with their own following – such as the US National XC Mountain Biking Championships.

Events also animate the destination and project a fun and vibrant image to visitors. While the event may not have been the reason for a visitor's trip, the contribution of the event to the overall experience can be a reason to return and/or may lead to positive word of mouth.

Sun Valley is home to many events of all sizes and genres. Most are on a local or regional scale and occur primarily during the summer. With the exception of Ride Sun Valley and MASSV, the majority of the larger events are focused on the arts and culture or sporting events which attract a somewhat older visitor. These excellent events, while vital to the local economy, may not attract a younger visitor.

So, while Sun Valley has a plethora of events in the summer and early fall, there is an opportunity to attract events in the winter and early/late shoulder seasons to help build visitation in those softer periods and to expose new visitors to Sun Valley. Strategically, these events should speak to a younger demographic and highlight the outdoor recreation of the area.

Visit Sun Valley's role in events is to both provide support to signature events via existing marketing vehicles and to connect with 3rd party event producers (proactively and reactively) to identify potential events for Sun Valley that will help fill periods of need. It must be noted that this needs to be a community-wide effort, ideally including the Sun Valley Resort, the City of Sun Valley and the City of Ketchum.



Event Tourism Goals:

- *Use events as a hook to increase interest in Sun Valley – both direct to consumer and via the media*
- *Act as the first point of contact for large events that express an interest in Sun Valley (reactive)*
- *Increase outreach efforts to potential event producers to fill in event timing and genre gaps (proactive)*

Event Tourism Objectives:

- Identify 5 potential events that are consistent with the Sun Valley brand and connect with these event producers to position Sun Valley as an ideal location for their events
- Work with a minimum of 10 local event producers (based on the events with either the greatest attendance or the strongest PR hook) to promote their signature events externally to grow visitation

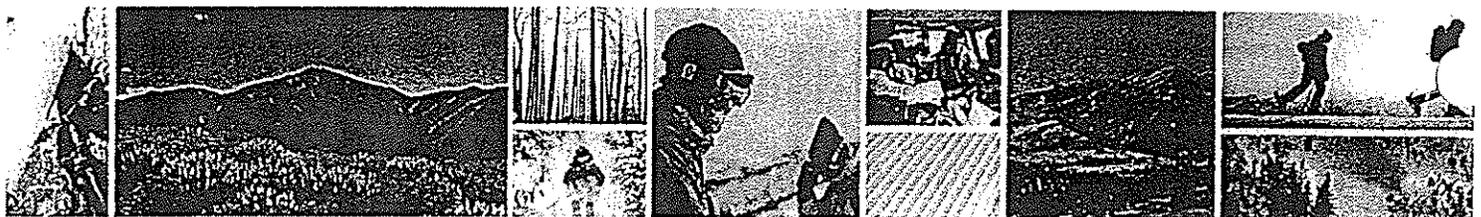
Visitor Services:

Visit Sun Valley currently operates the Visitor Center using both new technology and personal assistance to visitors via paid staff. As the use of technology continues to increase as a means of obtaining destination information, there may be an opportunity to evaluate new ways of serving visitors – such as self-serve kiosks in multiple locations. This will be an area of investigation in 2013/14.

In addition to the physical Visitor Center, there are other mechanisms in place to serve potential visitors. These include a “Contact Us” form on the website, the 1-800 number and a “Live Chat” function that allows visitors to ask questions real-time with a Visitor Center Agent. Visit Sun Valley also has a mobile version of it’s website intended to provide easy to access information about the destination for those here on the ground.

Visitor Services Goals:

- *To identify new ways of meeting visitor needs*
- *To provide exceptional customer service to all visitors and potential visitors*
- *To showcase member businesses and services to meet visitor needs (as well as non-member businesses, where/when applicable)*



Visitor Services Objectives:

- To operate the Visitor Center year-round; 365 days per year
- To respond to "Contact Us" visitor emails within 24 hours of receipt on Monday through Thursday and within 72 hours of receipt for emails received between Friday and Sunday.
- To operate the "Live Chat" for a minimum of 6 hours per day on Monday through Thursday
- To develop a plan for the alternate delivery of visitor services by Dec 31st, 2013

Member Services:

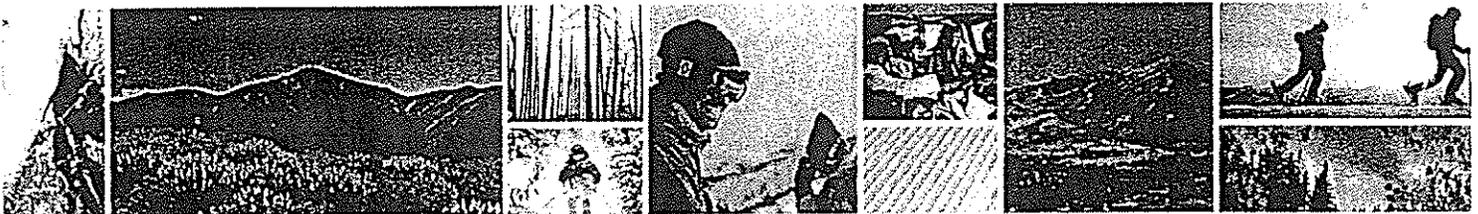
Membership for Visit Sun Valley has been on an upward swing, with an increase of more than 25% in the past year. In order to maintain (and increase) this number, a strong focus must be placed on member communication and outreach. As well, member benefits need to be perceived as providing good value.

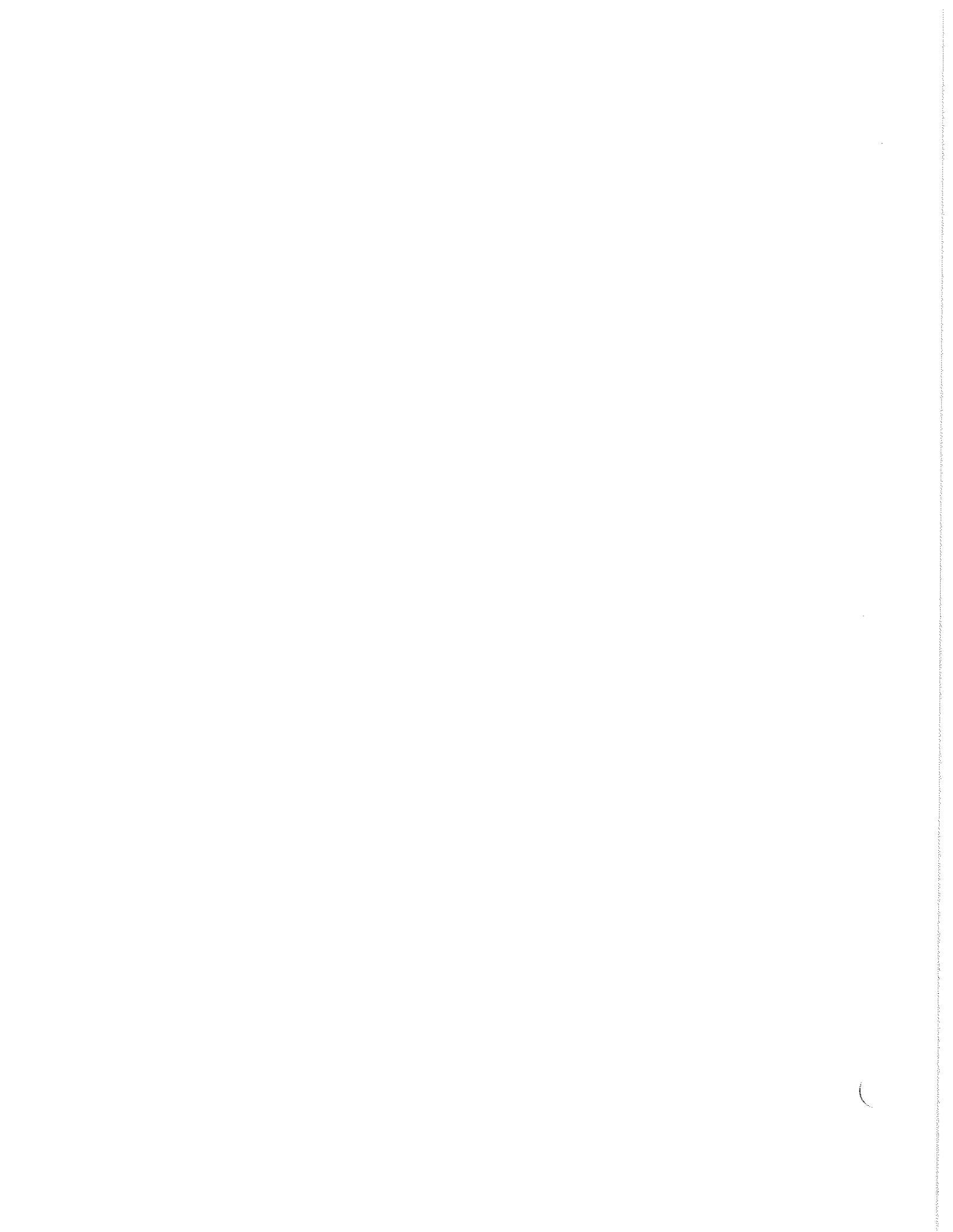
Member Services Goals:

- *To retain existing members and attract new members*
- *To increase member engagement*

Member Services Objectives:

- To increase the number of members by 5% by the end of September 2014 (from 304 to 320). This 5% increase comes on top of a 26% increase in the prior year
- To retain 90% of the existing 304 members
- To increase member open rate of weekly newsletter from 25% to 30%
- To increase attendance at member meetings by 10%





City of Ketchum, Idaho

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



October 14, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Hotel Ketchum Second Amendment to the Development Agreement

Introduction/History

The City Council approved the third amendment to the Hotel Ketchum Development Agreement at their September 16, 2013 Council meeting, subject to final review of the document by Council. The Council motion of approval directed staff to prepare the amendment for a two-year extension based on a presentation by the development team regarding the EB-5 Foreign Investment Program.

Current Report

The attached Third Amendment to the Development Agreement is intended to implement the Council action of September 16, 2013. Based on some comments from the public, this item was continued to the October 21, 2013 Council meeting in order to hear from the developer, Jack Bariteau.

Financial Requirement/Impact

There is no further fiscal impact resulting from the drafting of the amendment beyond what was noted in the staff report of the September 16, 2013 Council meeting.

Recommendations

I respectfully recommend the City Council approve the third amendment to the Hotel Ketchum Development Agreement.

Recommended Motion: "I move to approve the third amendment to the Hotel Ketchum Development Agreement."

Sincerely,

A handwritten signature in black ink, appearing to be "LH" or similar initials, written in a cursive style.

Lisa Horowitz
Community and Economic Development Director

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
("Hotel Ketchum")

WHEREAS, the City of Ketchum ("City") and Trail Creek Fund, LLC, ("Developer") entered into a development agreement ("Agreement") on November 17, 2008, and

WHEREAS, such Agreement provided for conditions of development for the property located at 200 South Main Street, Ketchum, Idaho, legally described as Lot 2 of Block 83 of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"), and

WHEREAS, the City and the Developer desire to make amendments to the Agreement and the Agreement provides for such written amendments, executed in writing, and

WHEREAS, the Parties revised the Agreement in March 2010 by the "Amendment to Development Agreement", extending project timelines, which Amended Agreement was recorded in the records of Blaine County on April 15, 2010 as Instrument No. 576788;

WHEREAS, the Parties revised the Agreement in September 2012 by the "Amendment to Development Agreement", extending project timelines

WHEREAS, the City and the Developer agree to revise the Amended Agreement for one (1) additional year of PUD/Design Review approval for a total of five (5) years;

NOW, THEREFORE, the City and the Developer (collectively "the parties"), hereto covenant and agree as follows:

Paragraph 7 of the Agreement shall be modified as follows:

9. 7. Construction and Completion Schedule. The improvements shall be constructed and completed pursuant to the schedule set forth in the Construction Mitigation Plan, which shall be submitted by the Owner and approved by the City no later than ~~April 6, 2102~~ ~~April 6, 2013~~ April 6, 2015. ~~An additional one-year extension may be granted at the discretion of the City Council.~~ The approved Construction Mitigation Plan shall be recorded as an amendment to this Agreement prior to issuance of a building permit. Any additional requests for changes to the timelines outlined herein shall be subject to additional permit processing fees, the amount of which shall be determined by the City Council based on a recommendation from the Community and Economic Development Director as to the complexity of the request.

Paragraph 16 of the Agreement shall be modified as follows:

10. 16. Conditions of Approval. Owner agrees to comply with all conditions incorporated into the PUD Conditional Use Permit, subject to the following modification of Condition 15. The CUP and Design Review permits shall be valid for a period of ~~four~~ five- seven years from the date of adoption of the Findings of Fact October 6, 2008. The applicant agrees to address property maintenance in terms of noxious weed mitigation, pruning, mowing and upkeep of site landscaping, pavement patching as necessary.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on the _____ day of _____, 2013.

THE CITY OF KETCHUM
An Idaho municipal corporation

TRAIL CREEK FUND, LLC
a California limited liability company

By: _____
Randy Hall, Mayor

By: _____
Jack E. Bariteau, Jr., Managing Member

ATTEST:

Sandy E. Cady, CMC
City Treasurer/Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared RANDY HALL, known to me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city

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

Notary Public for Idaho
Residing in: _____
My Commission Expires: _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2010, before me, a Notary Public in and for said state, personally appeared JACK E. BARITEAU, JR., known to me to be the Managing Member of Trail Creek Fund, LLC, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Trail Creek Fund, LLC.

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

Notary Public for Idaho
Residing in: _____
My Commission Expires: _____

City of Ketchum, Idaho

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



October 11, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation of Approval of a Service Agreement Contract With Banyan Technologies Inc.

Introduction/History

The wastewater treatment facility is controlled by a complex SCADA (supervisory control and data acquisition) system. The SCADA system has been configured to control various equipment and monitor the wastewater throughout the entire treatment process. Functions of the facility (i.e. equipment on/off, dissolved oxygen readings, filter backwash cycles, turbidity readings, UV dose data, etc) are presented to operators on a screen to allow them to effectively operate and interface with the system. One may consider the SCADA system the "brains" of the treatment plant.

Current Report

Banyan Technologies has provided technical and programming support for the WWTF's SCADA system for the past ten years with annual service agreements in place for the past seven years. Under the proposed service agreement Banyan Technologies will perform the following work:

- Conduct periodic site visits
- Provide 24/7 telephone support
- Maintain backup media of all programs
- Provide onsite response to troubleshoot and repair failures.
 - Hourly rates apply for troubleshooting and programming services.

Financial Requirement/Impact

The service agreement with Banyan Technology Inc. is an operational expense and will be shared with the Sun Valley Water and Sewer District based on the proportional flow split between the City and SWWSD. Payment for this contract will come out of the Professional Services budget line item in the wastewater fund. This line item has a budget of \$37,000 for FY 2013-2014.

Recommendation

I respectfully recommend the City Council approve the contract for services with Banyan Technologies Inc. in the amount of \$8,803.00.

Recommended Motion:

"I move to approve the service agreement contract with Banyan Technologies Inc. for the amount of \$8,803.00".

Sincerely,


Robyn L. Mattison, P.E.
Public Works Director/City Engineer

Banyan Technology
TERMS AND CONDITIONS

GENERAL

Banyan shall provide for CLIENT control systems programming and design services in all phases of the Project to which this Agreement applies. These services will include Control Systems Representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER**

EXPRESSED OR IMPLIED.

Banyan shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Banyan.

Banyan has not been retained to have control over Contractor(s) work nor shall Banyan have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Banyan can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

OPINIONS OF COST

Since Banyan has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Banyan's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of Banyan's experience and qualifications and represent Banyan's best judgment as an experienced and qualified control systems integrator, familiar with the construction industry; but Banyan cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Banyan. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. Banyan's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by Banyan pursuant to this Agreement are instruments of service in respect of the Project and Banyan shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by Banyan for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to Banyan and CLIENT shall indemnify and hold harmless Banyan from all claims, damages, losses and expenses arising out of or resulting therefrom.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of Banyan Technology.

SUCCESSORS AND ASSIGNS

CLIENT and Banyan each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and Banyan are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and Banyan, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and Banyan and not for the benefit of any other party.

TIMES OF PAYMENTS

Banyan shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due Banyan for services and expenses within twenty (20) days after receipt of Banyan's statement therefor, the amounts due Banyan will be increased at the rate of 1% per month from said tenth day, and in addition, Banyan may, after giving ten days' written notice to CLIENT, suspend services under this Agreement until Banyan has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, Banyan will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by Banyan.

HAZARDOUS WASTE AND ASBESTOS

In consideration of the unavailability of professional liability insurance for services involving or related to hazardous waste elements of this Agreement, or for the removal or encapsulation of asbestos, it is further agreed that the CLIENT shall indemnify and hold harmless Banyan and their consultants, agents and employees from and against all claims, damages, losses and expenses direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court, mediation or arbitration costs, arising out of or resulting from the performance of the work by Banyan, or claims against Banyan related to hazardous waste or asbestos activities.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, Banyan, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and Banyan and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and Banyan.

Banyan Technology Inc.

Comprehensive Service Agreement

THIS AGREEMENT entered into this 1st day of October, 2013 between City Of Ketchum Waste Water Treatment Plant hereinafter referred to as the "CLIENT" and Banyan Technology Inc., hereinafter referred to as "Banyan".

WITNESSETH:

WHEREAS, BANYAN intends to offer CLIENT comprehensive support for their existing SCADA system.

NOW, THEREFORE, the CLIENT and BANYAN in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will furnish to BANYAN, as required for performance of BANYAN's services, data prepared by or services of others without limitation, all of which BANYAN may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make provisions for BANYAN to enter upon public and private property as required for BANYAN to perform services under this Agreement.

The CLIENT will provide a toll free telephone number or IP connection which will enable BANYAN the ability to access the SCADA system from anywhere within the 48 contiguous states.

The CLIENT shall maintain the necessary spare parts needed to repair the system in the event of a failure.

SERVICES TO BE PERFORMED BY BANYAN AND BILLING RATES TO BE PAID BY CLIENT

1. BANYAN will conduct periodic project visit's to access system status and report to the CLIENT any problems that need to be addressed. Visits may be used to conduct training and make system modifications at owner's discretion. Banyan to spend up to 6 hours per month (including travel time) during each visit.
2. BANYAN will provide 24/7 telephone support to CLIENT to assist in resolving system problems.
3. BANYAN will maintain backup media of all programs necessary to restore any part of the system in the event of a failure.
4. BANYAN will provide priority onsite response to trouble-shoot and repair failures within the SCADA system. CLIENT will receive discounted hourly rates for trouble-shooting and programming services. (See attached rate sheet.)

The lump sum cost of the above outlined services from 10/1/2013 to 10/1/2014 shall be \$ 8,803.00

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE ATTACHED "TERMS AND CONDITIONS" ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

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

CLIENT:

BANYAN:

By (signature)

City of Ketchum, Idaho

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



October 9, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation to approve snow hauling contracts

Introduction/History

Prior to 1996 the street department plowed snow on the first night of the storm and then on the next night they would start hauling snow away with city trucks and a couple of contract trucks. This process saved a little money but was considerably slower, and with back to back storms the Street department would be plowing only and unable to haul snow. The snow would pile up in town to the point where there would be little parking and very narrow travel lanes down each street.

In 1996 we had a good snow year with several back to back storms which left the city core in pretty bad shape, full of snow with little to no parking. The city council wanted change and so approved funds to upgrade our equipment, increased our part time staff and provided funding for us to haul snow while we are plowing. Today we use up to 16 contract trucks to help us haul snow while we are plowing.

Current Report

We started using snow hauling contracts years ago and today we are still using them. The city pays \$75.00 dollars an hour for a truck and \$90.00 an hour for a truck and trailer. The going rates for contract trucks are generally \$5.00 to \$25.00 dollars an hour higher than what the city pays.

When setting the pay scale for the contract trucks we have taken several factors into consideration. 1) Winter construction is always down and most of the contractor's trucks are usually parked. 2) Snow hauling is relatively easy on the trucks because snow weighs so much less than most road materials. Lower haul weights equal less fuel burned. 3) The local contractors are glad to keep their crews working in the winter.

Another benefit of the contract is that the city gets to require that the trucks and drivers are safe, professional and follow a list of details specific to completing the snow hauling job safely and responsibly.

Financial Requirement/Impact

The Professional Services line item is where we fund the contract snow haulers. This line item is used for snow hauling, flagging services and engineering services. This year is the same as last and we budgeted \$155,000 for the line item. Having contracts in place guarantees that we will not be paying varying hourly amounts to different contractors; all the contractors are on the same pay scale.

The contract is the same as it was last year and I am not recommending any changes.

A copy of a snow hauling contract is attached.

Recommended Motion

I move to approve the contract for services with; Joe's Backhoe Service INC., S Erwin Excavation INC., Sawtooth Construction DBA Earthworks LLC., Hiatt Trucking INC., Katco Excavation INC., Rick's Excavation INC., Anderson Asphalt Paving, All Seasons Landscaping, Bald Mountain Excavation and Lunceford Excavation INC.

Sincerely,

A handwritten signature in cursive script that reads "Brian Christiansen".

Brian Christiansen
Street Superintendent

INDEPENDENT CONTRACTOR AGREEMENT

(City of Ketchum/Joe's Backhoe Service, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this ___ day of _____, 2013, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and JOE'S BACKHOE SERVICE, INC., an Idaho corporation ("Contractor").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks and trailers necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Department or any other employee of Ketchum designated by such Department Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks and trailers.

- d. Contractor's drivers shall haul the snow in Contractor's trucks and trailers to a Ketchum-designated snow storage site.
- e. Contractor's trucks and trailers shall use only biodegradable truck and trailer bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipments, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks and trailers.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled, however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks or trailers that become stuck.

(the "Services").

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A SINGLE TRUCK: SEVENTY DOLLARS (\$70) per hour plus a FIVE DOLLAR (\$5) per hour fuel surcharge, for a total of SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A SINGLE TRUCK AND ONE TRAILER: EIGHTY-FIVE DOLLARS (\$85) per hour plus a FIVE DOLLAR (\$5) per hour fuel surcharge, for a total of NINETY DOLLARS (\$90) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck or trailer and Ketchum is able

and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time Of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Department and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2014, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from

and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.

10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance With Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
CITY ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

CONTRACTOR:

Joe's Backhoe Service, Inc.
P.O. Box 54
Richfield, ID 83349

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees And Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this _____ day of _____, 2013.

THE CITY OF KETCHUM,
an Idaho municipal corporation

JOE'S BACKHOE SERVICE, INC.,
an Idaho corporation



October 14, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Community Housing Credit Agreement, River Run Condominiums, LLC

Introduction/History

The Planning Division is in receipt of a request from Scott Rogel representing River Run Condominiums, LLC (RRC). In the near future, RRC intends to make application for a development proposal for a condominium development on 2nd Avenue in the Tourist Zone District. The subject of this proposal before the City Council is new and really has no additional pertinent history.

Current Report

The request from RRC is to allow the conveyance by deed of an existing condominium located in Ketchum from RRC to the Blaine County Housing Authority (BCHA). RRC would like to convey this property in anticipation of a development where it expects to take advantage of the Ketchum Zoning Code provisions of the Tourist Zone District that allow additional floor area ratio (FAR) when community housing is provided. As proposed, such conveyance of an existing condominium would create a "community housing credit" with the City of Ketchum. BCHA would be the administrator of the community housing unit. Pursuant to the Code, Developers may pay a fee in lieu for additional FAR, or may propose other options including the provision of a whole unit, as it the case here. The City Council is authorized to consider such options pursuant to Section 17.52.010 H.2, Inclusionary Housing, which provides, "The City Council has full discretionary power to determine said request."

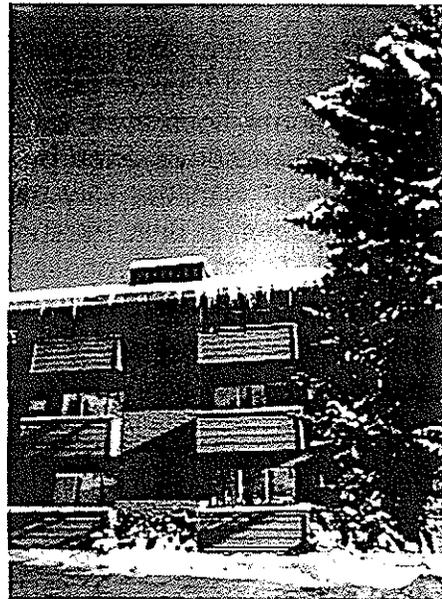
In conjunction with BCHA, Staff has structured a three-party agreement between RRC, BCHA and the City of Ketchum. The proposed agreement outlines the provisions and terms of the proposal. Following is a summary of the key elements of the agreement.

- The condominium is located at 260 South Second Avenue and is referred to as Wildwood Mini Condominium, Unit #49. The unit contains 366 net square feet measured pursuant to the City of Ketchum Zoning Code. The unit is presently occupied with a tenant working in the region and upon conveyance; BCHA

intends to respect the lease with the current tenant. BCHA Executive Director, David Patrie, indicates that based on his knowledge and evaluation of the condominium, he finds that the unit is valuable and suitable as a community housing unit. A building inspection will be conducted and must meet with the approval of BCHA before they would be willing to take ownership. The agreement states that the conveyance of title shall occur within 180 days.



- The proposed agreement in no way establishes development entitlements for the proposed development by RRC and the final net square footage in the proposed development would be finalized when planning approvals are attained. The final requirement of community housing will be determined at that time. If the requirement is less than the 366 net square foot credit, the credit overage will not be credited back to RRC. If the requirement exceeds the 366 net square foot community housing credit, the applicant must propose an acceptable mitigation to the City Council for their approval.
- The approved and signed agreement will be recorded in the records of the Blaine County Clerk and Recorder. Upon extinguishment of the Community Housing Credit, the City of Ketchum will file documentation reflecting such extinguishment and the document will be recorded. The credit is intended to be transferrable for a period of five years if not used by RRC for whatever reason. The credit is not tied to any one specific development proposal.
- BCHA must manage the unit in accordance with its BCHA Housing Guidelines. There is no restriction on BCHA should they chose to sell the unit in the future. BCHA will be able to choose what category of tenant occupies the unit for rental or for sale in the event they choose to deed restrict and sell the property to a qualified buyer.



Financial Requirement/Impact

The financial implications are minor if any. The City would not incur costs associated with the transfer of the property or the cost of inspection. The City would not collect a fee in lieu for the 366 square feet.

Recommendation

There are numerous ways that a community can achieve the provision of affordable or employee housing, including new construction by a housing entity or developer, buying down the price of an existing unit, changing regulations to incentivize or make affordable housing mandatory, among others. The proposal put forth is probably one of the cleanest ways to attain a housing unit for availability as affordable housing stock - the unit is built and habitable and would convert an otherwise "free-market" unit to one that will be earmarked and restricted for community housing purposes. The BCHA will manage the property in accordance with its adopted guidelines and keep the unit within affordable range as it sees fit to achieve its mission. Staff finds this approach, confirmed through the execution of the proposed agreement between the parties, to meet with the intent and standards of the Ketchum Comprehensive Plan and the Ketchum Zoning Code as it relates to community housing. This approach reflects a creative way to utilize existing housing stock located within the city and move it into the category of community housing from the more volatile pricing exposure the unit has in the free-market.

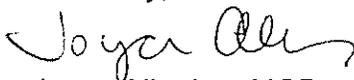
David Patrie will be present at the meeting to answer questions you might have regarding BCHA guidelines or about the proposed community housing unit.

Staff recommends that the City Council approve the attached agreement.

Suggested Motion

"I move to approve the agreement between River Run Condominiums LLC, the Blaine County Housing Authority, and the City of Ketchum, and authorize the Mayor to sign said agreement."

Sincerely,



Joyce Allgaier, AICP
Planning Manager

COMMUNITY HOUSING CREDIT AGREEMENT

(City of Ketchum/Blaine County Housing Authority/River Run Condominiums, LLC)

THIS COMMUNITY HOUSING CREDIT AGREEMENT (the "Agreement") is made and entered into this 21st day of October, 2013, by and between the CITY OF KETCHUM, (the "City") BLAINE COUNTY HOUSING AUTHORITY ('BCHA'), AND RIVER RUN CONDOMINIUMS, LLC (the "DEVELOPER"), establishing a Community Housing Credit for an existing housing unit to be deeded to BCHA and establishing the terms and conditions of such housing credit.

RECITALS

WHEREAS, the Developer plans to develop the property located at 589 Second Avenue South, (legally described as Lot 3A, Block 1, Ptarmigan Condominiums), (hereinafter, "the Parcel"), and the Developer anticipates applying for a development permit in which the Developer will offer Community Housing in exchange for increased Floor Area Ratio (FAR) on the Parcel pursuant to the Ketchum Zoning Code, and

WHEREAS, Chapter 17.52.010 of the Ketchum Zoning Code, provides for, at the discretion of the City Council, the developer to construct a housing unit, pay fee in lieu of the unit, or any other consideration deemed appropriate to provide Community Housing, and the BCHA Housing Guidelines allow for existing housing stock to be converted to Community Housing, and

WHEREAS, the City desires to have a community where a variety of housing options, including affordable "community housing" for people who work in the community, are available, and

WHEREAS, the City looks to the Blaine County Housing Authority (BCHA) as the steward and manager of community housing assets in the City of Ketchum and finds that BCHA is uniquely qualified to manage such housing, and

WHEREAS, the Developer has purchased Wildwood Mini Condominium, Unit #49, located at 260 South Second Avenue, Ketchum, Idaho, and said unit contains a livable area of three hundred sixty-six (366) net square feet measured pursuant to the City of Ketchum Zoning Code, and

WHEREAS, the Developer wishes to gain a Community Housing Credit from the City in order to achieve the goal of additional FAR in a development project and seeks to convey the Wildwood Mini Condominium, Unit #49 to the Blaine County Housing Authority (BCHA) in order to fulfill the code requirement for additional FAR by transferring a housing unit to BCHA, and

WHEREAS, BCHA is willing to accept a deed to the Wildwood Mini Condominium, Unit #49, and manage said unit in conformance with the BCHA Housing Guidelines and achieve the City's goal of providing community housing in the community.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon the motion duly passed by the Ketchum City Council, the parties agree that by the conveyance of the Wildwood Mini Condo, Unit #49 to BCHA, that River Run Condominiums, LLC, is hereby granted a Community Housing Credit with a value of three hundred sixty-six (366) net square feet towards any future development, subject to the following terms:

- A. The City agrees that BCHA may act as the City's agent such that BCHA may take title to the Wildwood Mini Condo, Unit 49, and allowing this conveyance to satisfy the requirements of the City of Ketchum Zoning Code for additional FAR in a development through the provision of community housing.
- B. The conveyance of title from River Run Condominiums, LLC to BCHA shall be transacted within 180 days from the date of the signing of this agreement or such agreement shall be considered null and void.
- C. Prior to the conveyance of title, the Wildwood Mini Condominium, Unit #49 shall be subject to a professional home inspection by an inspector chosen by BCHA, the cost of which will be borne by BCHA. Such inspection must be found satisfactory to the BCHA Executive Director.
- D. The exact amount of Community Housing square feet required in exchange for increased allowable FAR will be determined in the City's design review process. If the final approval of the development parcel results in a required community housing square foot contribution that is less than three hundred sixty-six (366) net square feet, the Developer shall consider the excess area a donation of community housing to BCHA. If the final development of the development parcel results in a Community Housing contribution requirement in excess of 366 net square feet, the Developer shall satisfy the additional contribution through another manner acceptable to the City Council and BCHA. For the purposes of this measurement, the required community housing square footage for the proposed development shall be measured in "net square feet" pursuant to the City of Ketchum Zoning Code. Nothing contained within this document shall confirm or grant any land use approvals necessary pursuant to the City of Ketchum Zoning Code.
- E. If the Developer chooses not to develop the development parcel, the Community Housing Credit of three hundred sixty-six (366) net square feet may be sold or transferred to another entity and applied to development within the City of Ketchum, for a period of five (5) years from the date of signing of this agreement.
- F. BCHA shall manage the Wildwood Mini Condo housing unit in compliance with the organization's adopted guidelines.
- G. This agreement shall serve as the official documentation of a Community Housing Credit of three hundred sixty-six (366) net square feet pursuant to the City of Ketchum Zoning Code. This document shall be recorded in the records of the Blaine County Clerk and Recorder. Extinguishment of this credit shall be done in writing with a document showing the use of the credit and recorded in the Blaine County records.

1. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

2. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

3. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party(s) all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs, and attorney fees on appeal.

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

5. Governing Law. This Agreement shall be allowed and governed by the laws and decisions of the State of Idaho and vested in the parties according to their charters and bylaws.

6. Entire Agreement. This agreement contains the entire Agreement between the parties respecting the matters herein set forth.

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

CITY OF KETCHUM

By: _____
Randy Hall, Mayor

STATE OF IDAHO)
) ss.
County of Blaine)

On this 21st day of October, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Hall, known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at:
Commission Expires:

BLAINE COUNTY HOUSING AUTHORITY

By: _____
David Patrie, Executive Director

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared David Patrie, known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at:
Commission Expires:

RIVER RUN CONDOMINIUMS, LLC

By: _____
Scott Rogel, Partner

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Rogel, known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at:
Commission Expires:

Scott D. Rogel
PO BOX 4801
Ketchum, Idaho 83340

June 24, 2013

Ms. Joyce Allgaier
Ms. Rebecca Bundy
City of Ketchum – Planning Department
PO BOX 2315
480 East Ave. N.
Ketchum, Idaho 83340

RE: 589 Second Ave. S., Ketchum, Idaho

Dear Rebecca,

As discussed earlier, I am enclosing a letter from David Patrie of the Blaine County Housing Authority seeking the transfer of unit # 9 at the Wildwood Condominiums, located at 260 Second Ave. S, in Ketchum, to meet our Community Housing Requirement . River Run Condominiums LLC has purchased this unit (A nice front building - ground floor corner unit) at Wildwood so that a trade and needed Community Housing Requirement "fulfillment" can take place as soon as possible. We recognize the formal demand to satisfy this Community Housing requirement, of our future development is not even until our "Certificate of Occupancy" is needed (a long time in the future). However, we are willing to complete this trade now, ahead of this formal requirement for the benefit of all parties.

I ask now that you seek on our behalf, The Ketchum City Council approval for this swap. I understand this will take a meeting of the Council, and therefore will be scheduled appropriately. I appreciate your department's support of this trade and hope the City Council will, too.

I look forward to getting this matter behind us and continuing down the path of building my (and my partners) new condominium homes in Ketchum.

Sincerely,


Scott Rogel
Member – River Run Condominiums LLC

Cc. Jim Smersh
Todd Stabler

received
7/11/13