



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Monday, April 2, 2018, 5:30 p.m.

480 East Avenue, North, Ketchum, Idaho

**** AMENDED**

AGENDA

1. CALL TO ORDER: By Mayor Neil Bradshaw
 2. ROLL CALL
 3. COMMUNICATIONS FROM MAYOR AND COUNCILORS
 - a. Swearing in of City Clerk Robin Crotty
 - b. Recognition of Planning and Zoning Commissioner Betsy Mizell
 4. COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
 5. CONSENT AGENDA: Note: The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.
 - a. Approval of Minutes: Regular Meeting March 19, 2018
 - b. Authorization and approval of the payroll register
 - c. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$413,516.09 as presented by the Treasurer.
 - d. Recommendation to approve the renewal of Contract #20170 with Northwest ADA—City Administrator Suzanne Frick
 - e. Recommendation to Approve License Agreement Number 20172 between the City of Ketchum and Richard S. Fuld, Jr – Wastewater Superintendent Mick Mummert
 6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 - a. Mountain Rides presentation on Ketchum Summer Bus Service – Interim Executive Director Ben Varner
 - b. SVED 4th Quarter updated – Executive Director, Harry Griffith
 - c. Direction on naming Atkinson Park Recreation Center after Terry Tracy—Mayor Neil Bradshaw
 - d. Discussion on the approach to vending on private and public properties—Mayor Neil Bradshaw
 - e. Second reading of the city-initiated text amendment amending development standards for properties located in the Avalanche District and creating standards for Neighborhood and Commercial Snow Storage Facilities. Amendments apply to Title 17, Ketchum Municipal Code, Chapter 17.08, Chapter 17.12, Chapter 17.92, Chapter 17.124, and Section 17.92.010 and Title 16, Ketchum Municipal Code, Section 16.04.040—Senior Planner Brittney Skelton
 7. STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
 - f. Public hearing and adoption of Resolution 18-011 authorizing sale of the parking lot at 1st Street and Washington Ave to the KURA, Lots 5 and 6, Block 19, Ketchum Townsite—Mayor Neil Bradshaw
- Continued to ~~April 16, 2018~~ April 18, 2018 at 12:00 p.m. (noon)**
8. ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

Like us on [Facebook](#) and follow us on [Twitter](#).

Thank you for your participation.

We look forward to hearing from you!



City Council

Regular Meeting

~ Minutes ~

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

Robin Crotty
208-726-3841

Monday, March 19, 2018

5:30 PM

Ketchum City Hall

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

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney William Punkoney
Director of Finance and Internal Services Grant Gager
City Administrator Suzanne Frick

1. CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw advised the public that live streaming of the meeting is down, however, we will provide a copy of the meeting to anybody who requests one.

2. ROLL CALL

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS

On behalf of the Mayor and the City Council, Director of Planning & Building Micah Austin was presented with a box of chocolates in appreciation of his service to the City of Ketchum.

Councilor Courtney Hamilton talked about the branding session for Visit Sun Valley that she participated in as well as her participation in an incident command activity. She talked about the parking open house which, while less attended than the first one made her feel we were on the right track. Courtney Hamilton and Mayor Neil Bradshaw talked about their involvement at Hemmingway School with the 3rd graders. She advised that an events commission will be forming in the future and talked about what that group will be working on.

Council President Michael David said it was great to see the activity in town during the film festival. He talked about a no smoking ordinance that was passed many years ago. One of the components was no smoking within 30 ft of a bus stop. He doesn't believe the city is enforcing this and would like the city to restart that program and come up with a plan.

Councilor Jim Slanetz reiterated the success of the film festival and his thanks to Director of Planning & Building Micah Austin for his years of service.

Council President Michael David talked about the Nationals coming up and Mountain Rides Bus schedule during that time. He advised that there will be an opening ceremony Friday night with a live band.

a. Appointment of Planning and Zoning Commissioner - Resolution # 18-009

Mayor Neil Bradshaw would like to appoint Kurt Eggers to the P & Z Commission.

Motion to approve Resolution 2018-09, thereby appointing Kurt Eggers to the Planning and Zoning Commission.

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

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

Jim Hungelmann, a resident who lives out Warm Springs, talked about the previously presented \$23 M remodel as well as the Forest Service Building conversations. He advised that he now understands there is a \$3.1 M plan for a new building. He talked about alternatives, transparency and more communication. He advised that the cost will be more than \$3.1 M since the fire department does not have a home yet. He believes the city should work within its budget. He also questioned the existence of the KURA and the legalities behind it.

Royce Milasky played a 3-minute video regarding Harriman Square. He talked about the Sun Dial in the Street and asked council to finish Harriman Square for its beauty and safety of the community.

Brett Moellenberg, resident of Ketchum and director of the Spot advised the catering license from the Warfield for use in the spot was denied for this weekend. He talked about previous performances and corrections that were made for safety. He talked about the reason for the denial and a problem with the risers. He is looking for help and direction from the Council, so he can be sure this doesn't happen again? Mayor Bradshaw advised he will work with staff to get an answer.

Zoltan Milasky, Royce Milasky's son, gave the history of Harriman Square. This project was never completed. Zoltan Milasky talked about what is left to be done to have a completed project and advised that it would help in the rebranding of the community. He requested the council to allocate funds to assist in the completion of this project.

Gary Lipton, Ketchum resident asked if the city gives money to non-profits. He is suggesting that the city do their due diligence

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

Councilor Courtney Hamilton questioned if there are any ongoing costs associated with the servers? Director of Finance and Internal Services Grant Gager explained it is a onetime cost. Courtney Hamilton also questioned the striping on the street. City Administrator Suzanne Frick explained that the Traffic Authority handles issues with the striping.

Councilor Jim Slanetz questioned the fuel bills for the Street Department. Street Superintendent Brian Christiansen explained that the fuel bills are from United Oil and Wex. Wex is Sinclair Oil. Wex is only used when the United Oil pumps are down.

Councilor Courtney Hamilton questioned the Fire Captain promotion. Fire Chief Mike Elle explained we have an opening since Tom McLean retired. City Administrator Suzanne Frick advised that this is a new process that we agreed to take on from the Fire Fighters Union. This is a collaboration between city and union. Courtney Hamilton questioned what 491 Sun Valley Road is that the city receives rent from? Director of Finance & Internal Services Grant Gager advised that it's the Starbucks building. Fire and

Rescue expenditures were questioned, and Grant Gager explained that the fire fighter agreement was agreed to after the budget process and a retired employee had a large payout. Grant Gager explained the difference from this year to last year. Courtney Hamilton asked about the water revenue and requested an explanation of the change to monthly billing. Grant Gager explained the monthly billing and how the revenue works.

- a. **Approval of Minutes: Regular Meeting of March 5, 2018**
- b. **Authorization and approval of the payroll register**
- c. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$310, 724.05 as presented by the Treasurer.**
- d. **Monthly Financial State of the City—Director of Finance and Internal Services Grant Gager**
- e. **Recommendation to approve Contract #20148 with Arbor Care for Plant HealthCare – Facilities Maintenance Supervisor, Juerg Stauffacher**
- f. **Recommendation to approve Contract #20158 with Lily & Fern for Flower Care – Facilities Maintenance Supervisor Juerg Stauffacher**
- g. **Recommendation to approve Purchase Order #20166 for server software upgrade - Director of Finance and Internal Services Grant Gager**
- h. **Cancel Council meeting on Monday May 7, 2018 and Reschedule for Tuesday May 1, 2018**
- i. **Recommendation to approve Contract #20161 with Bannon and Associates for Fire Captain Recruitment – Fire Chief Mike Elle**
- j. **Recommendation to approve Purchase Order #20168 for the Street Paint Bid with Swofford Line Striping – Street Superintendent Brian Christiansen**
- k. **Recommendation to approve Contract #20163 with Assessment and Compliance Services (ACS) for a Phase I Environmental Study for Lot 5 and 6 of Block 19 (1st and Washington parking lot)—City Administrator Suzanne Frick**

Motion to approve the consent agenda

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

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

- a. **Approval of Resolution 18-007 of the City Council making findings declaring intent to sell certain real property at Lots 5 and 6, Block 19, Ketchum Townsite (1st and Washington Parking Lot)**

Mayor Neil Bradshaw explained that Resolution 18-007 is to clarify that the Council is in agreement with the sale of the lot on 1st and Washington.

Julie Johnson owner and operator of Nourish Me talked about the citizens who support the community. Businesses did not find parking an issue until now. Once parking is gone we won't get this back. She would like to support the first hour free until 5p.m.

Jim Hungelmann questioned the public process. Mayor Neil Bradshaw explained the process.

Motion to approve 18-007 declaring the City's intention to sell the 1st and Washington parking lot.

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

b. Recommendation to approve Resolution 18-010 approving second option for the Purchase and Sale Agreement for 5th Street

Mayor Neil Bradshaw asked for comments from the public on the purchase and sale agreement on the 5th street building.

Gary Hoffman, Ketchum resident advised that he has been following this subject for 2 years. He thanked Mayor and Council for the public meetings and talked about his support of the purchase of the building. Mr. Hoffman stated that there are no other alternatives that are viable.

Jim Hungelmann would like to see a one-page document outlining the purchase. He talked about the budget. He understands the City wants to do the right thing but said that it is difficult being part of the public.

Councilor Courtney Hamilton asked if the information from the open house is on the website. City Administrator Suzanne Frick advised it will be posted in the morning.

Gary Lipton, Ketchum resident, advised that he thinks the city has been very transparent. It's up to the public to do their homework.

Councilor Amanda Breen advised that she has had questions from the public regarding space for the Police Department in the new building. Mayor Neil Bradshaw advised that the building has a great place for the police and the citizens. The biggest problem is storage of police vehicles and take-home vehicles was presented. Police Chief Dave Kassner believes the new building will meet the Police Department's needs. He said there would be 3 to 5 vehicles on site at one time and there is sufficient parking for that. Mayor Bradshaw added that there has been talk of under grounding power lines and removing a tree that would give more parking spots.

Emergency Operations center was discussed. City Administrator Suzanne Frick advised it would be in the Council chambers until a new location for the fire facility is established.

Council President Michael David advised that the City has received the appraisal. Mayor Bradshaw talked about the current rental rates and how that affected the appraisal value. Councilor Jim Slanetz talked about the purchase price of \$3.1 M and the fact that we still need to do a remodel. Mayor Bradshaw talked about the additional costs and the revenues that will continue to come in during the build of the fire station. Councilor Jim Slanetz talked about the positives of this plan as well.

Motion to adopt resolution 18-010 to exercise the second option outlined in Contract 20071.

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

c. Council direction on amending outdoor vending regulations

Mayor Neil Bradshaw asked for comments from the public.

George Kirk, resident of Blaine County, talked about a previous survey that was done. He is anxious to hear Micah Austin's staff report.

Mayor Neil Bradshaw talked about the importance of entry level housing as well as entry level businesses. Councilor Courtney Hamilton asked about the distinction of food trucks at events rather than a seasonal basis. Director of Planning & Building Micah Austin advised that these vending regulations and special event regulations are two separate policies. Courtney Hamilton asked if there are any requirements for parking or restrooms. Micah Austin explained what staff currently looks at and advised that currently we only allow one vendor per site. She questioned the health and safety aspect of the food trucks. Micah Austin explained that is a separate process that the city is not involved in.

Councilor Amanda Breen talked about the ordinance being created in 1994 and the fact that it has not since been updated. She feels it is very worthwhile to talk about this discussion and hopes at the next meeting there will be more restaurant owners and food truck owners present to give their opinions. Councilor Jim Slanetz agreed and talked about finding the balance between bricks and mortar and what the public wants.

Mayor Neil Bradshaw asked if there should be more public outreach prior to a rewrite. Councilor Courtney Hamilton was in favor of an open house. Council President Michael David asked if this is just for food trucks. Director of Planning & Building Micah Austin explained that it is any type of vending such as souvenirs, tee shirts etc. Mayor Neil Bradshaw would like more community input. Michael David talked about the tourist economy and the need for late night vending. How many vendors allowed per lot verses the actual physical size of the space was discussed. Michael David is in favor of the open house. Amanda Breen agreed and advised that she would like this resolved before June 1, 2018. This will be put on one of the April agendas and an open house will be scheduled prior to that.

d. City-initiated text amendment amending development standards for properties located in the Avalanche District and creating standards for Neighborhood and Commercial Snow Storage Facilities. Amendments apply to Title 17, Ketchum Municipal Code, Chapter 17.08, Chapter 17.12, Chapter 17.92, Chapter 17.124, and Section 17.92.010 and Title 16, Ketchum Municipal Code, Section 16.04.040

Senior Planner Brittany Skelton pointed out two important facts. The first one being inconsistencies to the way in which the ordinance is written and the second being snow storage operations.

Mayor Neil Bradshaw asked for public comment. There was none.

Councilor Courtney Hamilton questioned the City being exempt of these standards and how that works. Senior Planner Brittany Skelton explained the city is not exempt to the flood plain area. Commercial snow storage was discussed. Courtney Hamilton asked about the enforcement policy for the rental restrictions. Brittany Skelton advised that she does not know what that would look like, but this has been in the ordinance since it was written. Director of Planning & Building Micah Austin does not believe it has ever been enforced. Councilor Michael David talked about traffic concerns and asked if this change addressed this. Brittany Skelton talked about the Administrator's ability to step in and address these concerns. Micah Austin talked about enforcement issues and about written public comment that came forward and advised that since we now have CSO's this may now be enforced. Brainstorming was done.

Motion to approve the first reading by title only, of Ordinance No. 1181 finding the text amendments are in accordance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance.

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

e. **Recommendations on paid parking rates and direction to Traffic Authority – Director of Finance and Internal Services Grant Gager**

Mayor Neil Bradshaw opened the meeting for public comment.

Robert Kantor, resident of Blaine County, made suggestions regarding parking. He talked about living and working in Ketchum and about people currently being ticketed \$50 per day even if the people are diligent. He suggested creating various zones around business that get paid permit parking and to give some consideration of certain segments of blocks in the transition area. He volunteered to help.

Gary Lipton, resident of Ketchum has a vested interest in making sure this parking lot works. He does not want the parking rates lowered too much. He encouraged parking a few blocks away and walking.

Julie Johnson is willing to help educate the public with the app and is in favor of the first hour of parking for free.

Jim Hungleman talked about traffic dense places in other cities and voiced that Ketchum does not come close. He talked about making this particular lot, volunteer paid parking.

Mayor Neil Bradshaw advised that the proposal is in the packet and he would like an agreement and a policy in place for one year as well as educating the public on the app. This is not about making money, it is about parking management.

Councilor Courtney Hamilton would like to do one hour free at the Leadville Lot as well. Councilor Amanda Breen agrees that this could be confusing if both lots aren't treated the same. Mayor Bradshaw advised that every option is possible, and he does not want to confuse the public.

Director of Finance and Internal Services Grant Gager talked about enforcement and the possibility of making whatever the council decides on work. He talked about the differences in the two lots and who is using those lots. He reiterated that the revenue is not the goal of the parking lot, it is to help the parking situation for patrons. Councilor Amanda Breen reiterated that if we have different rates in different lots we need to have really good signage and communication. The council deliberated the suggestion of keeping the lots at the same rates. Grant Gager explained what the Traffic Authority has put in place and gave the statistics of how and when the funds are coming in and when the parking lots are being used.

Mayor Neil Bradshaw and Council deliberated their options. Councilor Courtney Hamilton asked about the monthly permits and the timing of issuance and expiration. It was decided that monthly rates would start on the 15th of each month. Councilor Amanda Breen is ok with not having the first hour free because of the low .25 cent rate. Mayor Neil Bradshaw is asking for direction to give to the Traffic Authority. Council President Michael David added that he is fine with this the way it is but wanted to emphasize we still need to get people together to form a parking solution. We don't have a shortage of parking spaces in the community. The City has plenty of parking you can see with the empty lot. He talked about the positives of parking and walking around town and about the peak times when there is a shortage of premium parking spots. He would like to get retailers together to come up with a solution.

Mayor Neil Bradshaw asked Director of Finance and Internal Services Grant Gager when this will come online. Grant Gager advised that at the latest it would be June 15, 2018. Mayor Bradshaw asked about signage and if the changes could be done before the signage is in place. Grant Gager talked about his hesitation. Mayor Bradshaw would like to encourage the Traffic Authority to push this out quickly even without signage. City Administrator Suzanne Frick advised that the traffic authority will most likely have a special meeting. She advised that we could possibly do some temporary signage, but we could talk to the programmers and get this going asap.

f. Recommendation to approve letter in support of Sun Valley Economic Development's position on property tax incentives

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

Councilor Courtney Hamilton voiced that she is opposed to the letter and why. Councilor Jim Slanetz said economic benefits is very vague. Mayor Neil Bradshaw asked if Council would like to pull the letter? Councilor Amanda Breen said this topic is on the County's agenda tomorrow. There is not a lot of energy behind it. Council President Michael David agreed with Courtney Hamilton's points. Council agreed to hold off and to pull the letter.

g. Recommendation to approve Resolution 18-008 dissolving the Ketchum Energy Advisory Commission

Mayor Bradshaw explained Resolution 18-008 and the reason he is requesting to dissolve this group. He talked about developing an Energy Conservation Water and Waste Water Group that will be led voluntarily. There will be more about this when there are members appointed.

Motion to approve Resolution 18-008 to dissolve the Ketchum Energy Advisory Commission.

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

h. Recommendation to Approve MOU with Ketchum/Sun Valley Volunteer Firefighters Association for Fire Training Facility Contract #20165 - City Administrator Suzanne Frick

Mayor Neil Bradshaw moved this item to the beginning of the meeting and started by asking the public for comments.

Jim Hungelmann questioned what the training is about and if this is a new budget item and what is involved? Mayor Bradshaw highlighted the Contract. City Administrator Suzanne Frick advised she would propose a change in the dates of the contract from 12 months to 18 months

Motion to approve MOU 20165 between the City of Ketchum and the Ketchum/Sun Valley Volunteer Association.

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

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

8. EXECUTIVE SESSION

No executive session.

9. ADJOURNMENT

Motion to adjourn at 7:36 p.m.

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

Neil Bradshaw, Mayor

Robin Crotty, Interim City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9449009999", "9910000000"- "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	17790493	Payroll report premium	6,064.00
Total :			6,064.00
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	45.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	4322 022618	4322 - Meeting at Raspberry's	20.00
Total LEGISLATIVE & EXECUTIVE:			65.00
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	57.87
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	83672	Case of Window Envelopes	249.95
GEM STATE PAPER & SUPPLY	1216087-00	Paper and cleaning supplies	315.45
SUN VALLEY NATURAL SPRING	00026717	Spring Water	59.49
SUN VALLEY NATURAL SPRING	00026729	Spring Water	59.49
01-4150-4200 PROFESSIONAL SERVICES			
ACS	031518	Phase I Environmental Site Assessment of Lots 5 & 6 Block 19	3,000.00
COPY CENTER	334	Mounted Poster	928.00
GALENA ENGINEERING, INC.	1318.170 03011	1318.170/Break out piece for community housing	1,582.50
US BANK	9567 02618	9567 - Limelight	1,079.60
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
CITY OF FILER	032118	2018 Dues - Grant Gager	7.00
CITY OF FILER	032118	2018 Dues - Shellie Rubel	7.00
5B VINO VALET	032018	Reimburse overpayment of alcohol License	54.17
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 03	208726435 031318	1,130.25
CENTURY LINK	2087265574 03	2087265574 031318	47.67
VERIZON WIRELESS	9803483874	365459737 031318	49.45
01-4150-5110 COMPUTER NETWORK			
DELL FINANCIAL SERVICES	10231457025	Windows Server	7,724.08
01-4150-5150 COMMUNICATIONS			
US BANK	9567 02618	9567 - Shutterstock	29.00
US BANK	9567 02618	9567 - Shutterstock	29.00
US BANK	9567 02618	9567 - Lucid Software	71.40
US BANK	9567 02618	9567 - Campaigns	85.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	9567 02618	9567 - Constant Contact	118.75
SNEE, MOLLY	1813	City Artwork - March	1,000.00
ALTITUDE MEDIA LLC	112	March Social Media Management	2,000.00
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334 03	2203990334 031218	104.50
IDAHO POWER	2206570869 03	2206570869 0311118	11.49
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
SENTINEL FIRE & SECURITY, IN	29810	1494 - Ore Wagon Museum	127.50
SENTINEL FIRE & SECURITY, IN	29811	4784 - 480 East Ave.	185.00
SENTINEL FIRE & SECURITY, IN	29822	4784 - 480 East Ave.	100.00
UNITED OIL	500777	37268 030618	195.77
WOOD RIVER LOCK SHOP, LLC	12319	Service Call	130.00
Total ADMINISTRATIVE SERVICES:			20,539.38
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120237	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
PLANNING & BUILDING			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	36.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER	349	Zoning Maps	42.00
Total PLANNING & BUILDING:			78.00
FACILITY MAINTENANCE			
01-4194-2500 HEALTH INSURANCE - CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	24.75
01-4194-3200 OPERATING SUPPLIES			
YELLOWSTONE LEATHER PROD	073045	26 pairs of assorted gloves	167.70
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	878488	38950 031518	309.24
01-4194-4200 PROFESSIONAL SERVICES			
IRISH ELECTRIC	21818	Service	1,972.06
WOOD RIVER LOCK SHOP, LLC	12205	code keys toolbox	25.00
WOOD RIVER LOCK SHOP, LLC	12314	Re Key and keys	113.00
01-4194-5200 UTILITIES			
IDAHO POWER	2201272487 03	2201272487 032118	211.87
IDAHO POWER	2203538992 03	2203538992 032118	44.05
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-126160	Mini Bulb for Toolcat	2.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-6950 MAINTENANCE			
CHATEAU DRUG CENTER	0875320	ooops remover	5.69
CHATEAU DRUG CENTER	1870884	Snap Link	14.40
CHATEAU DRUG CENTER	1875669	Street Party	13.28
Total FACILITY MAINTENANCE:			2,903.04
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS,	2545	Art Fees	334.53
PARTEK SOLUTIONS	22234	Yellow Envelopes	489.12
ITD - SPECIAL PLATES	KPD3	kpd3 plates	23.00
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	18753333	Hat for CSO Officer	18.99
CHATEAU DRUG CENTER	1878133	Poncho for CSO officer	10.46
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	9803373777	965494438- 031018	40.01
VERIZON WIRELESS	9803373777	965494438- 031018	53.16
PARTEK SOLUTIONS	22190	Thermal Roll Paper	418.28
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201003	BCSO Law Enforcement Services	122,653.00
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
VALLEY AUTO BODY	2730	KPD1	2,722.35
VALLEY AUTO BODY	2837	2013 Ford Expedition	3,139.68
Total POLICE:			129,902.58
FIRE & RESCUE			
01-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	117.00
01-4230-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-745108	Supplies for Fire Academy	223.39
A.C. HOUSTON LUMBER CO.	014-745109	Torx Wood Screw	30.45
A.C. HOUSTON LUMBER CO.	014-745286	Miles Canfield - Fire Academy	129.60
ALSCO - AMERICAN LINEN DIVI	LBO1157728	005109 021918	29.75
ALSCO - AMERICAN LINEN DIVI	LBO11585737	005109 031918	29.75
ATKINSONS' MARKET	025223430	Coffee for Station 1	55.08
BOUNDTREE MEDICAL	82804577	Medical Supplies	218.40
BUSINESS AS USUAL INC.	141122	Office supplies	12.95
CHATEAU DRUG CENTER	1878618	Mop & Chamois	30.38
DAVIS EMBROIDERY INC.	30752	Embroidery Service	407.76
PRAXAIR DISTRIBUTION INC.	82009490	Cylinder Rental	44.73
HENRY SCHEIN	51229138	medical supplies	153.12
HENRY SCHEIN	51236613	medical supplies	76.56
HENRY SCHEIN	51269197	medical supplies	153.12
01-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	878352	37267 031518	493.50
01-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF EMS & PREP	00001430	ALS License Renewal - Michael Witthar	25.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO BUREAU OF EMS & PREP	00001451	Provider ALC License - Maratea, Karly	25.00
IDAHO BUREAU OF EMS & PREP	1476	Provider ALC License - Glenn Gregory Martin	25.00
IDAHO FIRE CHIEF'S ASSOCIATI	03232018	Event Registration	350.00
O'DONNELL, DAVID	032618	Travel Reimbursement - David O'Donnell	293.69
01-4230-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9803516900	766494480 031318	228.69
NETWORK INNOVATIONS	8021211222	Subscription	475.69
COX WIRELESS	027222301 032	027222301 032018	101.54
01-4230-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
HUGHES FIRE EQUIPMENT, INC.	523642	Pumper	296.09
RIVER RUN AUTO PARTS	6538-126203	Wiper Blades	9.95
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
ARBOR CARE	20173	seasonal Soil Injection	139.00
Total FIRE & RESCUE:			4,175.19
STREET			
01-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	61.38
01-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1860323	Tide for Shop Floor	8.54
D & B SUPPLY INC.	17923	Boots	150.00
DAVIS EMBROIDERY INC.	30793	Embroidery Service	117.50
SHULER, REED	031918	Refund for Book Repair	121.75
WAKE UP AND LIVE, INC.	12218	Snow Removal Coffee	400.46
YELLOWSTONE LEATHER PROD	073044	5 pairs of XL Gloves	56.50
01-4310-3400 MINOR EQUIPMENT			
NAPA AUTO PARTS	926619	Eco Air Reel	234.29
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	878354	37269 031518	3,710.12
01-4310-4200 PROFESSIONAL SERVICES			
S. ERWIN EXCAVATION	18-123	Snow Hauling	150.00
S. ERWIN EXCAVATION	18-145	Hauling Snow	6,937.50
HIATT TRUCKING, INC.	2187	SNOW HAULING	8,100.00
RICK'S EXCAVATION, INC.	425	Snow Removal	5,212.50
WESTERN STATES CAT	IN000600661	Enviro Fee	5,734.75
CANYON EXCAVATION. LLC	1340	snow hauling	1,012.50
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9803373777	965494438- 031018	37.45
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 03	2204882910 031318	10.53
IDAHO POWER	2204882910 03	2204882910 031318	316.94
IDAHO POWER	2204882910 03	2204882910 031318	225.41
IDAHO POWER	2204882910 03	2204882910 031318	56.01
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	014-745550	2 gallon pump sprayer	25.89
FASTENAL COMPANY	IDJER75124	Extwand 2	18.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
FASTENAL COMPANY	IDJER75125	Parts	39.38
LACAL EQUIPMENT, INC.	0273977-IN	#13 Pelican	1,507.56
RIVER RUN AUTO PARTS	6538-126136	parts	18.52
RIVER RUN AUTO PARTS	6538-126355	Electronic sign board	29.04
SCHAEFFER MFG. CO.	MU3899-INV1	Oil/super lube/moly ep oil	2,379.85
WESTERN STATES CAT	IN000593383	Radiator cap	31.16
WESTERN STATES CAT	IN0005967009	DEF 2.5g	56.34
WESTERN STATES CAT	IN000596701	DEF 2.5g	37.56
WOOD RIVER WELDING, INC.	169690	cutting flat bar	20.02
JACKSON GROUP PETERBILT	181676	Plowtruck parts	83.62
01-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400675674	241076800 032118	98.20
TREASURE VALLEY COFFEE IN	2160.05478281	COFFEE/Creamer/sugar	63.95
TREASURE VALLEY COFFEE IN	2160.05500170	COFFEE/Creamer/sugar	71.15
TREASURE VALLEY COFFEE IN	2160.05500170.	Tea	4.75
01-4310-6920 SIGNS & SIGNALIZATION			
COLOR HAUS, INC.	20252	Paint Thinner	19.26
ECONO SIGNS LLC	10-943570	Signage	369.85
PLATT ELECTRIC SUPPLY	P986911	Credit for return	26.43-
PLATT ELECTRIC SUPPLY	P986929	S4th Street - Lights	26.43
TRAFFIC SAFETY SUPPLY CO., I	130625	Solar, post pkg, signs	5,421.05
TRAFFIC SAFETY SUPPLY CO., I	130625	Replacement Post Main & 4th	11,262.00
WOOD RIVER WELDING, INC.	169806	Repaired Aluminum post	160.00
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857 03	2201013857 032118	16.07
IDAHO POWER	2203855230 03	2203855230 032118	103.59
IDAHO POWER	2204535385 03	2204535385 032118	130.99
IDAHO POWER	2204882910 03	2204882910 031318	172.78
IDAHO POWER	2204882910 03	2204882910 031318	537.75
IDAHO POWER	2204882910 03	2204882910 031318	115.67
IDAHO POWER	2204882910 03	2204882910 031318	56.99
IDAHO POWER	2206773224 03	2206773224 032118	8.96
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
COLOR HAUS, INC.	202496	Signboard	18.96
WOOD RIVER WELDING, INC.	169795	Supplies	3.66
SWOFFORD LINE STRIPING	INV0334	Street Striping PO # 20168	21,140.03
Total STREET:			76,677.45
PARKS AND RECREATION			
01-4510-2500 HEALTH INSURANCE - CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	36.00
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	140199081	Concessions	667.03
01-4510-4200 PROFESSIONAL SERVICE			
CLEAR CREEK LAND CO. LLC	18422	180 - Mobile Storage	75.00
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 03	2206452274 032118	398.09

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS AND RECREATION:			1,176.12
Total GENERAL FUND:			245,350.68
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4200 PROFESSIONAL SERVICES			
SUN VALLEY EVENTS	WAGON DAY	2018 Wagon Days Contract Installment 2 of 8 - 2018	3,150.00
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO			
US BANK	9567 02618	9567 - Squarespace	16.00
US BANK	9567 02618	9567 - Squarespace	5.00
Total WAGON DAYS EXPENDITURES:			3,171.00
Total WAGON DAYS FUND:			3,171.00
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PROGRAM			
CHARGEPOINT	IN37761	Duplicate payment	280.00
03-4193-7607 SIDEWALK/STREET REPAIRS			
GALENA ENGINEERING, INC.	1318.168 03011	1318.168 Trail Creek Sidwalk/Survey for possible design	1,070.00
Total GENERAL CIP EXPENDITURES:			1,350.00
Total GENERAL CAPITAL IMPROVEMENT FD:			1,350.00
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7600 STREET EQUIPMENT			
UTILITY TRAILER SALES OF BOI	17651	Install Reversible Snow Plow	16,590.00
Total STREET CIP EXPENDITURES:			16,590.00
Total STREET CAPITAL IMPROVEMENT FND:			16,590.00
FIRE & RESCUE CAPITAL IMPR.FND			
FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7860 FIRE TRAINING FACILITY CONSTR.			
GALENA ENGINEERING, INC.	1318.169 03011	1318.169 - 10th St. Expansion/Survey & Civil Design	4,120.00
Total FIRE/RESC CAPITAL EXPENDITURES:			4,120.00
Total FIRE & RESCUE CAPITAL IMPR.FND:			4,120.00
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	32	Monthly Payment per contract	36,666.66

Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-6060 EVENTS/PROMOTIONS			
BECK, ROB	5422	Warren Miller Film	200.00
US BANK	9567 02618	9567 - credit	40.49-
MUSE ARTIST MANAGEMENT, L	032118	Music for Alpine Championships Opening Ceremonies Contract 20154	3,000.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	10544	Monthly Installment	52,833.33
22-4910-6090 CONSOLIDATED DISPATCH			
BLAINE COUNTY EMERGENCY	17	3rd Quarterly Payment	35,885.25
Total ORIGINAL LOT TAX:			128,544.75
Total ORIGINAL LOT FUND:			128,544.75
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	31.50
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-745584	Dust Pan	14.69
ALSCO - AMERICAN LINEN DIVI	LBOI1585336	005292 031618	48.48
CHATEAU DRUG CENTER	1871603	Strap tape	16.32
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	878356	37271 031518	370.11
63-4340-3600 COMPUTER SOFTWARE			
BANYAN TECHNOLOGY INC.	20436	Service	144.50
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
COOLEY, PAT	032818	Travel refund	190.25
63-4340-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9803373777	965494438- 031018	38.76
VERIZON WIRELESS	9803483987	365516521 031318	130.62
COX WIRELESS	205188001 031	205188001 031618	94.97
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 03	2202458903 032018	177.00
IDAHO POWER	2206786259 03	22067866259 032018	42.23
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
HILLSIDE AUTO, INC.	30316	103 Plow Truck	648.31
RIVER RUN AUTO PARTS	6538-126185	Ignition Coil	30.00
RIVER RUN AUTO PARTS	6538-126233	Wiper Blades	29.90
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-126159	White Lith Grease	4.99
Total WATER EXPENDITURES:			2,012.63
Total WATER FUND:			2,012.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7500 AUTOMOTIVE EQUIPMENT			
USA BLUEBOOK	513569	Power Seal / repair clamp	123.21
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, INC.	0678492	parts for KSW	294.45
USA BLUEBOOK	22695	KSW Parts	26.21
Total WATER CIP EXPENDITURES:			443.87
Total WATER CAPITAL IMPROVEMENT FUND:			443.87
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	556226	Policy #10035569 10/1/17-10/1/18	76.50
65-4350-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-742838	ice melt	16.75
A.C. HOUSTON LUMBER CO.	014-743283	gloves/flat washer	23.67
ALSCO - AMERICAN LINEN DIVI	LBOI1585334	005292 031618	19.45
ALSCO - AMERICAN LINEN DIVI	LBOI1585334	005292 031618	19.45
ALSCO - AMERICAN LINEN DIVI	LBOI1585335	005292 031618	86.96
USA BLUEBOOK	512253	Supplies	49.35
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	878355	37270 031518	29.79
65-4350-4200 PROFESSIONAL SERVICES			
GALENA ENGINEERING, INC.	1318.166 03011	1318.166 Aspen Drive Warm Springs Creek/Sewer Man	1,632.50
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LYNCH, BRANDON	031918	Travel Reimbursement - Brandon Lynch	288.50
VERT, JEFF	031918	Travel Reimbursement	6.14
LAYMON, TRENT	031918	Travel Reimbursement	11.84
LAYMON, TRENT	032618	Licensure Exam - CSI Testing Center	25.00
GILBERTSON, JEFF	031918	Travel Reimbursement	9.69
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 03	2087268953 031318	49.44
VERIZON WIRELESS	9803373777	965494438- 031018	26.63
COX WIRELESS	205188001 031	205188001 031618	94.98
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 03	2202158701 031318	7,709.17
IDAHO POWER	2202703357 03	2202703357 032018	101.40
IDAHO POWER	2206786259 03	2206786259 032018	42.22
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
WOOD RIVER WELDING, INC.	169691	Equipment	8.50
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	014-744329	Part Board for Shelving	7.34
GALENA ENGINEERING, INC.	1318.84.13 030	1318.84.13 - Treatment Plant/Fix Buried Outfall in River	625.00
HACH	10886823	circulating fan	242.16

Vendor Name	Invoice Number	Description	Net Invoice Amount
McMASTER-CARR SUPPLY CO.	59215473	Supplies	62.27
NAPA AUTO PARTS	927188	Ind Belt	12.10
PLATT ELECTRIC SUPPLY	P996961	Supplies	8.79
PLATT ELECTRIC SUPPLY	R001763	Credit for return	8.04-
PLATT ELECTRIC SUPPLY	Z267250	Supplies	94.45
USA BLUEBOOK	512253	Supplies	508.00
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
VERIZON WIRELESS	9803373777	965494438- 031018	53.16
Total WASTEWATER EXPENDITURES:			11,933.16
Total WASTEWATER FUND:			11,933.16
Grand Totals:			413,516.09

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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



City of Ketchum

April 2, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20170, renewing the annual with Northwest ADA Center for technical assistance and training services

Recommendation and Summary

Staff is recommending the council renew the contract with Northwest ADA by approving Contract #20170.

The renewed contract is identical to the contract approved in 2017 with the following change:

1. Hourly rate increased from \$154/hour to \$160/hour

Introduction and History

In early 2017, the City of Ketchum received public comments regarding accessibility constraints on public streets and accessing commercial buildings. In response to these concerns, the city hired Northwest ADA Center to review all building permits for ADA compliance and complete an assessment of city facilities for accessibility compliance. The initial contract was approved on April 3, 2017. City staff have been satisfied with the services provided by Northwest ADA and have no concerns with renewing the contract.

Analysis

The existing contract has worked well for city staff, particularly in the building permit review process. Northwest ADA provides a skilled team to address the issue and always responds to applicants in a timely manner.

Financial Impact

The Planning and Building Department has budgeted \$26,334 for the Northwest ADA contract in the current fiscal year. As of this writing, a total of \$11,853.32 has been spent towards this contract. \$14,480.68 is remaining in this line item, which is anticipated to be adequate to cover expenses for the remainder of the fiscal year.

Attachments:

1. Contract 20170

CONTRACT #20170

INDEPENDENT CONTRACTOR AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Northwest ADA Center ("Contractor") as represented by Eva L. de Leon.

RECITALS

WHEREAS, the City of Ketchum reviews and approves projects that require minimum accessibility standards for individuals with disabilities that are protected under the Americans with Disabilities Act (ADA);

WHEREAS, the City desires additional review of applicable building plans to ensure full compliance with the 2010 ADA Standards for Accessible Design and other related accessibility codes;

WHEREAS, the City desires to train its employees on respectful interaction with people with disabilities as a Title II government entity;

WHEREAS, the City desires to bring existing public city facilities into compliance with the Americans with Disabilities Act and ensure that future buildings comply with the Act;

WHEREAS, the City is empowered by Idaho Code section 50-301 to enter contracts as may be deemed necessary to promote the welfare of the City and its residents, and to implement projects approved within the adopted budget;

WHEREAS, Northwest ADA Center will provide the City of Ketchum with technical assistance and training services, more particularly described in Exhibit A to this Agreement;

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

AGREEMENT

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

1. SCOPE OF WORK:

Contractor will coordinate with the City Administrator to provide comprehensive technical assistance as directed by the City Administrator and the Mayor. Contractor's point of contact is the City Administrator or her designee. Such work will consist of:

Plan Review.

Consultation/Technical Assistance Services related to 2010 ADA Standards for Accessible Design and other related accessibility code to review compliance with the ADA regulations and removal of barriers that may be encountered by people with disabilities in public and private buildings and on public sidewalks.

2. AMOUNT AND METHOD OF PAYMENT:

- a. Under this Agreement the City agrees to pay Contractor for services rendered on a time and materials basis as follows:

- Consultation/Technical Assistance Services at @ 160.00 per hour
- General out-of-pocket expenses (listed under 2.c) at direct cost

Fees shall be based on the service provided by the Contractor.

- b. Contractor shall maintain time and expense records and make them available to the City monthly and provide invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.
 - c. Reimbursable expenses (which shall cover general out-of-pocket expenses including Contractor's hourly fees, telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses, and the like) shall be billed to the City at actual cost to Contractor with no mark-up.
 - d. All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.
 - e. If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, the City shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.
- 3. RIGHT OF CONTROL:** The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any hours or days or any number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines with the Mayor, City Administrator and other City employees or contractors as otherwise directed by the City.
- 4. INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer- employee relationship between the City and Contractor.
- 5. RECORDS ACCESS AND AUDITS:** Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the city upon request.
- 6. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

- 7. LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.
- 8. FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.
- 9. WORKER'S COMPENSATION:** Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.
- 10. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.
- 11. PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.
- 12. CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees. City will determine on a case-by-case basis if Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.
- 13. TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in Section 29 and shall remain in effect for one (1) year unless terminated by either party as specified in Section 19.
- 14. ENTIRE AGREEMENT:** This Agreement, along with all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes all other agreements or understandings, oral or written, whether before the execution hereof or contemporaneous herewith.
- 15. GENERAL ADMINISTRATION AND MANAGEMENT:** The Mayor and the City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out all tasks as may be required under this Agreement.
- 16. CHANGES:** The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.
- 17. AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of

both the City and Contractor.

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

19. TERMINATION OF AGREEMENT:

a. **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City by any breach of this Agreement by Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined. Contractor shall also provide the City all products or works of consulting generated to date of termination.

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

c. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

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

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

To CONTRACTOR:
Eva de Leon, MA, CRC
Northwest ADA Center

Center for Continuing Education in Rehabilitation
Department of Rehabilitation Medicine
University of Washington
6912 220th St. SW, Suite 105
Mountlake Terrace, WA 98043

- 21. DISCRIMINATION PROHIBITED:** In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
- 22. STANDARD OF SERVICE:** Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.
- 23. INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or resulting from the negligent performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.
- 24. INSURANCE:** Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy.
- 25. NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- 26. APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho and venue shall be in Blaine County, Idaho.
- 27. SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- 28. ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
- 29. EFFECTIVE DATE:** The effective date of this Agreement shall be the day this Agreement is signed by the City.
- 30. DISPUTES:** In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable

manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

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

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

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

CITY OF KETCHUM

CONTRACTOR

By: _____
Suzanne Frick,
City Administrator, City of Ketchum

By: _____
Kathe F. Matrone
Director, UW CCER-NWADA Center

DATE: _____

DATE: _____

ATTEST:

By: Robin Crotty, Interim City Clerk

DATE: _____



City of Ketchum

April 2, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract # 20172, License Agreement with Richard S. Fuld, Jr.

Recommendation and Summary

Staff recommends the Council approve Contract #20172, a License Agreement for Ketchum Treatment Plant Outfall Pipe River Re-Grade and adopt the following motion:

"I move to approve Contract #20172, a License Agreement with Richard S. Fuld, Jr. for land use during Ketchum Treatment Plant Outfall Pipe River Re-Grade."

The reasons for the recommendation are as follows:

- Trustee for neighboring property requires this agreement for permission to use the property during excavation work at the wastewater treatment plant.

Introduction and History

The Ketchum/Sun Valley Water and Sewer District Wastewater Treatment Plant discharges into the Big Wood River through a 24" outfall pipe which daylight in a side channel of the river. High river flows during the Spring 2017 runoff caused river bottom alteration which buried the outfall pipe. River rock was also deposited into the pipe.

- Galena Engineering has prepared plans to regrade the river channel to its original level and expose the outfall pipe.
- Authorization to perform the work has been received from Idaho Department of Water Resources and City of Ketchum Planning and Building Department.
- Contract #20157 has been approved for Canyon Excavation to perform the re-grading work.

Analysis

Re-grading of the river around the wastewater treatment plant outfall pipe is necessary to return the pipe to original position after being buried by debris during high river flow. Encroachment onto neighboring property in the river is necessary for diverting river flow during the excavation work. Minimal encroachment is expected with no property alteration or restoration needed.

Financial Impact

No financial impact is expected as a result of this agreement.

Attachments:

License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2018, by and between the City of Ketchum, Idaho (“Licensee”), a municipal corporation, and Richard S. Fuld, Jr. trustee of the Richard S. Fuld, Jr. Idaho Revocable Trust, dated November 10, 1997 (“Licensor”), the owner of the real property (“Property”) commonly known as Lots 1 and 2, South Baldy Estates according to the official plat thereof recorded in the records of Blaine County, Idaho as Instrument No. 324584.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, a revocable, non-exclusive temporary license to use the portion of the Property described and depicted in Exhibit A attached hereto (“Licensed Area”). This use is subject to and conditioned upon the following terms, conditions and covenants which Licensee hereby promises to faithfully and fully observe and perform:

1. Use Restrictions. The Licensed Area may be used (“Permitted Use”) only for Licensee’s placement of a temporary barrier, the extraction of gravel from the river bed, and such reasonable limited access as necessary to accomplish the placement and extraction. The following additional restrictions shall also apply:

- Use shall be conducted between the hours of 7:00 AM and 6:00 PM.

Licensee shall, at Licensee’s sole cost and expense, keep the Licensed Area and every part thereof in good condition and repair so as to maintain the condition as exists at the start of Licensee’s use. Upon the expiration of this Agreement, Licensee shall return the Licensed Area to a reasonably similar condition as exists at the time Licensee took possession of the Licensed Area. Licensor shall have no obligation whatsoever to alter, improve, or repair the Licensed Area or any part thereof due to Licensee’s use and the parties hereto affirm that Licensor has made no representations to Licensee respecting the condition of the Property or the Licensed Area.

2. Term and Termination.

2.1. Term. The term of this Agreement (the “Term”) shall begin on the execution date hereof and shall terminate on April 30, 2018 unless terminated as provided in Section 2.2 and 2.3.

2.2. Termination by Licensor. The Licensor may terminate this Agreement by giving twenty-one (21) days prior written notice to Licensee.

2.3. Termination by Licensee. Licensee may terminate this Agreement for any reason by giving fourteen (14) days prior written notice to the Licensor. Termination of this Agreement shall not release Licensee from any liability or obligation with respect to any matter occurring prior to such termination.

3. Other Terms.

3.1. This Agreement confers no right on Licensee to use, for any purpose, any portion of the Property other than the Licensed Area.

3.2. Securing the Licensed Area. All care, custody and control of the Licensed Area remains solely with the Licensee when in use by Licensee. Licensee must take all necessary steps to safeguard the Licensed Area and the improvements thereto and the contents thereof. Licensor will not take responsibility for the Licensed Area while being used by Licensee, nor will the Licensor take measures to secure the Licensed Area for or on behalf of Licensee.

3.3. No Alterations to Licensed Area. Licensee shall not make any improvements or alterations to the Licensed Area without Licensor's prior written consent.

3.4. Compliance with Laws and Rules. Licensee shall always exercise its rights herein in accordance with the requirements (as from time to time amended) of any public authority having jurisdiction and all applicable statutes, orders, rules and regulations.

3.5. Right of Entry. The Licensor or any person authorized by the Licensor, or representatives of any governmental authority, including police and fire officials, without the prior consent of Licensee, shall have the right to enter the Licensed Area at any time to inspect, make ordinary and necessary repairs, take such action as may be necessary or appropriate to preserve the Property, to comply with existing laws or to enforce any of the Licensor's rights.

4. Liability.

4.1. Indemnification. To the extent permitted by law, Licensee agrees to release, indemnify and hold harmless Licensor and their members, officers, directors, employees, agents and representatives ("Indemnified Parties") from all claims asserted or arising directly or indirectly from, on account of or in connection with the operation, maintenance, use or control of the Licensed Area (and improvements thereon) or presence on the Property in connection therewith of Licensee, or any agent or employee of Licensee, or any participant in the Permitted Use, including claims for: (a) injury to or death of any person; (b) loss of or damage to the Property; (c) fire, explosion, theft, vandalism, water damage, wind, any act of nature, and any defect now, or subsequently created or discovered in the Licensed Area; (d) any acts or omissions of any third party, regardless of whether such loss or

damage may be caused or contributed to by the negligence of Indemnified Parties; (e) resulting from the presence or release of any Hazardous Materials on the Property; (f) Licensee's presence in the Licensed Area and areas adjacent thereto, or anything done to the Licensed Area by Licensee or its agents, employees or invitees resulting in damage or injury to person or property of Licensee or of any other party or to any Licensed Area or area adjacent thereto; and (g) and costs, expenses and reasonable attorneys' fees incurred by the Indemnified Parties in connection with the aforementioned (including costs in connection with establishing the right to indemnification hereunder). To the extent that the foregoing indemnify is limited by applicable law, Licensee shall defend, indemnify and hold harmless the Indemnified Parties to the extent allowed by applicable law. In no event shall Licensee's obligations hereunder be limited to the extent of any insurance available to or provided by Licensee.

4.2. Insurance. Licensee assumes all risk of loss to the Licensed Area and the Property. It is Licensee's express obligation to carry adequate insurance for personal liability and property damage. Licensee expressly agrees to look solely to said insurance coverage and shall make no claims whatsoever against the Licensor. It is expressly understood that the Licensor carries no insurance covering Licensee's property, or its employees and contractors. Licensee expressly agrees that any insurance company providing insurance shall not be subrogated to any claims of Licensee against the Licensor, the Licensor's agents or employees for loss of or damage to Licensee's Unit or its contents.

4.3. No Warranties or Waivers. No express or implied warranties are given by the Licensor. Licensor disclaims, and Licensee waives any implied warranties of suitability, merchantability, security or fitness for a particular purpose. Licensee has inspected the Licensed Area and acknowledges and agrees that the areas are satisfactory for all purposes, including safety and security, for which Licensee will use them. Licensee has accepted the Licensed Area and the Property "**AS IS**," including existing access controls, lighting, design, construction quality, fences/gates (if any) or lack thereof. Licensor does not promise safety or security of persons or property on the Property, and the Licensor has no duty of safety or security under any circumstances. Security systems or controlled access mechanisms, if any, may occasionally be inoperative.

5. Default

5.1. Breach. The following constitute breach on the part of Licensee (a "Breach"): (a) nonpayment of money due the Licensor; or (b) the failure to perform any obligation or duty or abide by any provision of this Agreement.

5.2. Remedies. Upon Breach by Licensee, the Licensor may, in its sole discretion: (a) terminate this Agreement; (b) bring a legal action for possession of abandoned property; (c) institute any other remedy as may be authorized in law and/or equity, inclusive of Idaho Lien Rights, to the extent applicable; or (d) seek any additional remedies provided in accordance with the Declaration, to the extent permitted by law.

6. Miscellaneous Provisions.

6.1. Application. The provisions of this Agreement, to the extent permitted by law, shall also apply to contractors employed by Licensee.

6.2. Assignment. Licensee may not assign or sublease the Licensed Area without the prior express written consent of the Licensor.

6.3. Complete Agreement. This Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the license(s) provided for herein. This Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of the Licensor and Licensee.

6.4. Notices. Notices required to be in writing under this Agreement shall be personally served or sent by U.S. mail to the address first indicated above, or as otherwise updated or provided by Licensee. Any notice given by hand shall be deemed given when delivered and any notice sent by mail shall be deemed to have been received when three days have elapsed from the time such notice was deposited in the U.S. mail, postage prepaid, and addressed.

6.5. Captions and Capitalized Terms. The captions preceding the text of each section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

6.6. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

6.7. Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect.

6.8. Attorneys' Fees. In any action or proceeding to enforce this Agreement, or to secure any rights provided hereunder or accorded by law, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

6.9. Choice of Law. This Agreement shall be governed by the law of the State of Idaho, exclusive of its choice of law rules.

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

City of Ketchum, Idaho, a municipal corporation

By: _____
Neil Bradshaw, Mayor

Richard S. Fuld, Jr., Trustee of the Richard S. Fuld, Jr. Idaho Revocable Trust

EXHIBIT A
SITE PLAN DEPICTING LICENSED AREA



City of Ketchum

April 2, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion Regarding Mountain Rides Summer Red Route Service

Recommendation and Summary

Staff is seeking direction regarding modifications to the Mountain Rides summer red route service in Ketchum.

The reasons for seeking direction are as follows:

- The summer red route service connecting West Ketchum and Southern Sun Valley/Elkhorn is the least ridden route in the Mountain Rides system, averaging less than one rider per hour.
- The Mountain Rides budgeting process resulted in the agency receiving less than requested which initiated a review of service in the northern service area.

Introduction and History

Mountain Rides operates fixed route and on-demand bus services in Blaine County under a joint powers authority agreement between Bellevue, Hailey, Ketchum, Sun Valley, and Blaine County. For FY 18, Mountain Rides received less funding from certain member agencies than was requested. As a result, Mountain Rides initiated a review of service and learned that the summer red route served less than one rider per hour. Mountain Rides staff considered options for the summer red route that included on-demand service, a modified red route within Ketchum only, as well as a downtown circulator. Mountain Rides staff and Board of Directors have determined that a circulator looping from West and South Ketchum to Main Street would likely serve the greatest number of riders among the available options and is proposing the 15-minute loop depicted in Attachment A.

Analysis

The funding provided by the City of Ketchum would allow such a service to operate two nights per week for five hours each (5:30pm until 10:30pm). With an increased contribution to Mountain Rides of \$3,600, one additional night of service per week can be added to the circulator; perhaps serving Ketch'em Alive on Tuesdays. For a total increased contribution of \$23,200, circulator service could be provided all seven nights of the week (5:30pm until 10:30pm).

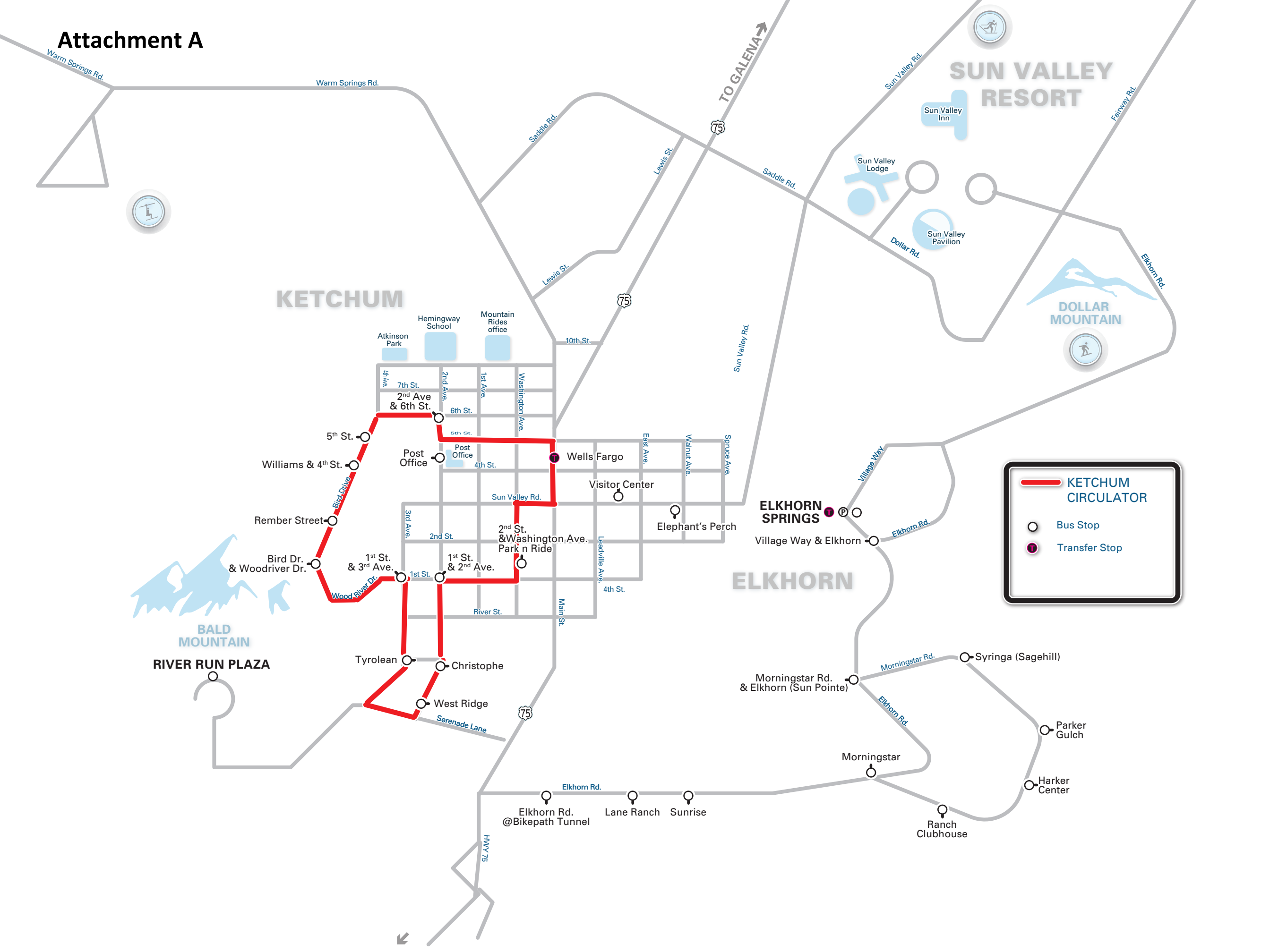
Financial Impact

The City of Ketchum funds Mountain Rides from its Local Option Tax collections. Through March 28, 2018, such collections are approximately \$65,000 above this time last year and are above the budgeted amount.

Attachments

- Attachment A: Proposed Red Route Circulator Map

Attachment A



SUN VALLEY RESORT

KETCHUM

ELKHORN

KETCHUM CIRCULATOR

- Bus Stop
- Ⓣ Transfer Stop



BALD MOUNTAIN

RIVER RUN PLAZA

Sun Valley Inn



Sun Valley Lodge



Sun Valley Pavilion



DOLLAR MOUNTAIN

75

75

75

HWY 75

TO GALENA



Ketchum REPORT



Sun Valley Economic Development: Action Plan Delivery 1Q 2018

#	Category	Criteria	Performance Assessment	Metrics*
a	Business Attraction	Attract new businesses by identifying and soliciting potential companies and businesses to relocate their operations in the Area.	New startup conversation on Project Plug. Continued consultation(s) on Project Blackbox and Project Campfire. Recruiting visit to SnowShow/ Outdoor Retailer in Denver with 35 company conversations.	Site Visits=2
		Monitor, review & respond as appropriate to all Idaho Department of Commerce RFI's	Responded to RFIs issued by Department of Commerce: 1) Project Tyri – not suitable for area	New TRIs=0
		Design & develop data, promotional materials, and/or activities to use in attracting businesses to the Area	Start of data gathering for 2017 Economic Profiles. Signoff on final SVED website structure. Grant request to fund Recreation rack card submitted. Advocacy with Blaine Co for Property Tax exemption	Company Visits =79
b	Business Retention	Assist existing businesses with expansion by consulting and advising to improve and strengthen operations.	Consultations with local businesses including: Atkinsons, Cox, St Luke's, MacAlvain, First Lite, Atlantic Aviation, Sawtooth Brewery and 20 others on critical business issues. Conducting analysis on e-Commerce in Blaine. Continued Downtown/Main St messaging.	RFIs =9
		Monitor & respond to potential business closures by advising to maintain operations.	Consultation with existing companies on business pivots (Projects Duke, Bear & VValley)	
c	Community Development	Make measurable and quantifiable progress on specific projects that will increase the economic vitality and diversity of the Area	KIC – Support on mentor and educational programs.	Projects =31 Jobs =286 Invest =\$578m
			Other Innovation Projects – continued planning on Ketchum multi-sport center. Evaluating new partnership option for Culinary	
			Middle Income Housing – Advancing Dual Density Zoning text application through P&Z. Continued advocacy on MIH projects.	
			Other Infrastructure – Collaborative discussion & planning on potential Air Service Improvement initiatives.	
d	Organizational Development	Improve the functionality of the organization, staff, fundraising, and other activities that improve capabilities & sustainability.	Community Outreach – 1Q Forum presentation on Air Service to 60 community leaders; 3 newsletters issued. Planning for 2Q Forum.	Activities =51
			Training – participation in Idaho Tourism Semi-Annual meeting, VSV Place Branding workshop, Parking Solutions, & 2 Commerce webinars	
			Board & Governance – approved '18 Action Plan, Performance Metrics and Budget. Scheduled meetings of SVED ExCo & Board.	

Ketchum REPORT



*Cumulative counts; based on Idaho Department of Commerce reporting matrix, Fiscal Year Starting July 1, 2017



Sun Valley Economic Development, Inc.

BUDGET OVERVIEW: 2018 BUDGET BY CLASS - FY18 P&L CLASSES

January - December 2018

	FORUMS	GENERAL	PR PROGRAMS	SUMMIT	TOTAL
Income		195,500.00	3,000.00	17,500.00	\$216,000.00
z In Kind Revenue	1,500.00			16,500.00	\$18,000.00
Total Income	\$1,500.00	\$195,500.00	\$3,000.00	\$34,000.00	\$234,000.00
GROSS PROFIT	\$1,500.00	\$195,500.00	\$3,000.00	\$34,000.00	\$234,000.00
Expenses					
Office Administration		3,650.00			\$3,650.00
Operating Expenses		169,585.00	9,000.00	13,000.00	\$191,585.00
Total Expenses	\$0.00	\$173,235.00	\$9,000.00	\$13,000.00	\$195,235.00
NET OPERATING INCOME	\$1,500.00	\$22,265.00	\$-6,000.00	\$21,000.00	\$38,765.00
Other Expenses					
In-Kind Expense	1,500.00			16,500.00	\$18,000.00
Other Miscellaneous Expense		2,000.00			\$2,000.00
Prior Year Expenses		7,500.00		5,000.00	\$12,500.00
Total Other Expenses	\$1,500.00	\$9,500.00	\$0.00	\$21,500.00	\$32,500.00
NET OTHER INCOME	\$-1,500.00	\$-9,500.00	\$0.00	\$-21,500.00	\$-32,500.00
NET INCOME	\$0.00	\$12,765.00	\$-6,000.00	\$-500.00	\$6,265.00

Monday, March 19, 2018 12:37 PM GMT-06:00



City of Ketchum

April 2, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve the second reading of Ordinance 1181, which contains proposed municipal code text amendments to Title 16, Subdivision, and Title 17, Zoning, regarding development in the Avalanche Overlay zoning district and proposed standards for commercial and neighborhood snow storage

Recommendation and Summary

Council approved the first reading of Ordinance #1181 on March 19, 2018.

Staff recommends approving the second reading of Ordinance 1181. No material changes have been made to the ordinance since the first reading on March 19, 2018 but typos have been corrected and clarifications have been made. The clarifications are described in the attached staff report.

Recommended motion:

“I move to APPROVE the second reading of Ordinance No. 1181 finding the text amendments are in accordance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance.”

The reasons for the recommendation have not changed since the first reading of Ordinance No. 1181 and are as follows:

- Amendments to the Avalanche Overlay zone chapter are needed to reconcile the prohibition subdivision activity and the practice of permitting townhouse subdivisions and to make clarifications in the ordinance.
- Amendments pertaining to off-site commercial and neighborhood snow storage are needed because the city does not currently have a review process or standards for off-site snow storage yet there is a demand for this use and this use is already occurring.
- The proposed text amendments have been vetted by the Planning and Zoning Commission and the public over the course of four public hearings held between November 2017 and February 2018. Additionally, the proposed text amendments are in alignment with the 2014 Comprehensive Plan.

Financial Impact

No financial impact.

Attachments:

- Staff report dated April 2, 2018



City of Ketchum

- PROJECT:** City-initiated Text Amendments to Title 16, Subdivision and Title 17, Zoning of the City of Ketchum Municipal Code
- REPRESENTATIVE:** City of Ketchum Planning and Building Department
- DESCRIPTION:** Avalanche. City-initiated text amendments to (1) Title 16, Ketchum Municipal Code, Section 16.04.040 Development and Design and (2) Title 17, Ketchum Municipal Code, Section 17.92.010.A. Purposes, Section 17.92.010.B Avalanche Zone District Boundaries, Section 17.92.010.D Use Restrictions, Section 17.92.010.I Amendment to Zoning Map, and Section 17.12.020 District Use Matrix
- Snow Storage. City-initiated text amendments to Title 17, Ketchum Municipal Code, Section 17.08.020 Terms Defined, Chapter 17.124 Development Standards, and Section 17.12.020 District Use Matrix.
- NOTICE:** Notice appeared in the Idaho Mountain Express on February 28, 2018. Noticed was mailed to outside agencies on February 28, 2018.
- PUBLIC HEARINGS:** Planning and Zoning Commission
- November 13, 2017
 - December 11, 2017
 - January 8, 2018
 - February 12, 2018
- City Council
- March 19, 2018
 - April 2, 2018
- PLANNER:** Brittany Skelton, Senior Planner
- TABLES:** Table 1. Summary of Amendments
Table 2. Compliance with Comprehensive Plan
- ATTACHMENTS:**
- A. Public comment received March 16, 2018
 - B. Proposed new chapter 17.92 Avalanche Zone District
 - C. Proposed Ordinance #1181, city-initiated avalanche and snow storage amendments

INTRODUCTION AND HISTORY

City Council approved the first reading of Ordinance #1181 on March 19, 2018. Staff recommends approving the second reading at the April 2, 2018 meeting.

One written public comment has been received to date. Staff has responded to the points raised by the public comment in the section below.

Additionally, one typo and several non-material minor clarifications have been made to the ordinance. These changes are as follows:

- Section 17.92.010.D.4. – An “as” has been change to “has”.
- Section 17.124.160.A – The proposed regulation previously stated snow storage would be permitted “...provided no portion of the off-site snow storage use is located in the Floodplain, Avalanche, of MOD zones.” This was clarified to read “...provided no portion of the off-site snow storage use is located in the Floodplain, Avalanche, or Mountain Overlay area on the parcel.”
- Section 17.92.010.D.1 – Previously referred to location of all utility meters, this has been changed to utility service meters to reflect the intent is to locate individual service meters on the leeward side of buildings.
- Section 17.92.10.D.5 and Section 17.92.010.D.5.a previously stated “...no new public or private streets...are permitted to be developed within the Avalanche Zone.” This was clarified to read “...no new public or private streets or flag lots are permitted to be developed on parcels within the Avalanche Zone.” This clarification was made since the prohibition of new streets was intended by staff and the Planning and Zoning Commission to assist in regulating the number of new parcels that could be created by subdivisions. All new parcels are required to have either a minimum of 20’ width of street frontage or a minimum 20’ access to a street provided through an access easement. There are large, multiple acre parcels that only have Avalanche Zone mapped on portions of the lot. New streets could feasibly be proposed on areas of the lot that do not contain Avalanche Zone for the purpose of creating a larger quantity of lots. Likewise, without a prohibition of flag lots, each lot created that has street frontage could have a second lot created behind it, which would double the density.
- Section 19.92.010.B.2 – Previous included the sentence “Designation as avalanche zone, high avalanche zone, or moderate avalanche zone shall replace any existing avalanche zone designation.” This has been changed to read “Designation as high avalanche zone or moderate avalanche zone is described in the Wilson (1977) and Mears (1978) avalanche studies on file with the City of Ketchum or may be determined by a site-specific study.” This change was made because the official zoning map of the city specifies only one Avalanche Zone, which is a combination of the areas identified in the Mears, Wilson, and subsequent site-specific studies. The city does not have differing regulations for high and moderate zones and only requires that new construction is built to withstand the forces identified in the Wilson study, the Mears study, or a site-specific study; an engineer licensed in the state of Idaho is required to stamp construction plans that are submitted for building permits.

PUBLIC INPUT

No written public comment was submitted for the four (4) hearings before the Planning and Zoning Commission.

One written public comment has been received for the City Council public hearings. The comment, which raises several points, is attached. Staff’s response to several pertinent points is as follow:

- 1) The avalanche studies adopted by the City of Ketchum for city limits, which were produced by Norm Wilson (1978) and Art Mears (1979) identify red (high hazard) and blue (moderate hazard) zones. The Wilson and Mears studies generally support one another, however, Mears’ and Wilson’s do not align

entirely – some areas identified as red by Mears are identified as blue by Wilson, for example. The Avalanche Overlay Zone shown on the zoning map is a combination of all areas identified by Mears and Wilson as having some level of avalanche risk. The one Avalanche Zone allows staff and the public to identify whether a parcel of land has avalanche risk or not. A property owner, architect, real estate agent, or anyone else can then pursue the studies to determine whether a specific parcel has a high or moderate risk. When a building permit application is submitted the city relies on certification from an engineer licensed in Idaho that the building has been designed to withstand the forces described in the Wilson study, the Mears study, or a site-specific avalanche study.

- 2) The road serving the future Warm Springs Ranch Resort parcel is “grandfathered” in because although the road has not yet been constructed, the location of the road has already been approved and appears as part of the Warm Springs Ranch Resort subdivision plat. Further, the Warm Springs Ranch Resort is governed by a Planned Unit Development (PUD) agreement. PUD agreements allow negotiation with and approval by City Council to deviate from zoning code regulations.
- 3) More recent avalanche studies prepared for subdivisions and PUDs are proposed to be incorporated into the Avalanche Zone shown on the zoning map. Site-specific studies for individual parcels have not been proposed to be incorporated.

Staff spoke with Art Mears in January of 2018 about his 1978 study and Wilson’s 1977 study, how each study was produced, and whether an update to the avalanche maps would be beneficial. Mr. Mears stated that an update to the study could be beneficial because it would account for new homes that have been developed since 1978 and would utilize computer avalanche modeling that had not yet been invented in 1978.

- 4) Staff agrees and supports new education and outreach about the city’s avalanche regulations.
- 5) Fire Chief Mike Elle recommended changing the language to “utility service meters,” staff has made this change in the proposed ordinance.

STAFF RECOMMENDATION AND RECOMMENDED MOTION

Staff recommends approving the second reading of Ordinance #1181.

“I move to APPROVE the second reading of Ordinance No. 1181 finding the text amendments are in accordance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance.”

Attachment A:

Public Comment

-----Original Message-----

From: Janet Kellam <janetkellam@cox.net>

Sent: Friday, March 16, 2018 9:45 AM

To: Micah Austin <maustin@ketchumidaho.org>

Subject: Re: Congratulations! and a question

Hi Micah:

I went through the staff report and recommendations. A couple items I prioritized by importance-

1) Section 17.92.010B.1 -avalanche zone subzone designation High (Red zone) and Moderate (Blue)
my comments- Ketchum may manage both zones with the same regulation but any mapping should continue to show the red and blue avalanche zones.

Red and Blue avalanche zones are identified and classified by US and International standards. How any entity handles the management of each zone may vary, but typically recommendations are for no building or roads in red zones and engineered buildings allowed in blue zones often with some other specific guidelines. If Ketchum chooses to manage both zones in the same manner, that is reasonable but they should still do their mapping based upon the Red and Blue Zone standards. This allows for better recognition of the severity of possible avalanches and assists in overall planning, level of structural engineering based upon calculated impact pressures, as well as emergency response. And may play a role in the next item...

2) Section 16.04.040 H.24

No new public or private streets associated with a proposed subdivision are permitted to be developed within the avalanche zone This could back Ketchum into a corner in some instances- like the "estate" parcel, the isolated, far southeastern piece across the creek and below the Baldy NE slopes, that was part of the Warm Springs development. It would cut off any access to their property. So perhaps this is where no roads should be allowed in the Red zone and no roads allowed in the Blue zone IF there is any route possible on the property that lies outside the blue zone. Not sure how you would word this.

3) Recommend an updated avalanche study— An entire re-do seems unnecessary, since the initial studies are good and each parcel requires a more detailed site study/mapping for a building permit. If there is some way to incorporate the specific studies into updating the city maps and to identify and add in parcels of land (you have recommended Esmerelda, Warm Springs ranch and River Run Base, there may be other individual parcels?). Seems your language allows for this type of updating but with staff turnover, some indication of this in writing could save the city a lot of money to help them address all the avalanche issues...

4) Rentals-

17.92.010 D.4

Enforcement has not been consistent or thorough, this could get the city in trouble.

Proposed Chapter 17.92 Item E 6,7,8

Education- the city could develop a standard flyer and web page about rentals (no non-engineered rentals allowed, engineered rentals must be informed they are in the avalanche zone in their rental contracts, identify the zones with an online map, the problems and how citizens should manage themselves during the winter season.

5) Identify more specifically "shut off valves" along main lines for new utilities that are outside the avalanche runout zones. The wording could be interpreted for simple shut off valves on the property itself and still could be covered by avalanche debris, prohibiting emergency shut off.

Hope that can be of help, thanks for all the improvements!

Janet

Janet Kellam

PO Box 3572

Ketchum, ID 83340

208-726-1640/721-1045cell

janetkellam@cox.net

Attachment B:

Proposed new chapter 17.92, Avalanche Zone District

Chapter 17.92

AVALANCHE ZONE DISTRICT (A)

17.92.010: A AVALANCHE ZONE DISTRICT:

The A avalanche zone district is established to identify those areas where, after due investigation and study, the city council finds that avalanche potential exists. Avalanches are caused by steepness of slope, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. Due to the potential avalanche hazard, special regulations should be imposed within such district.

A. Purposes: An avalanche zone district is established as a zoning overlay district for the following purposes:

1. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist.
2. To give notice to the public of those areas within the city where such avalanche potential has been found to exist.
3. To give notice to and provide the public with the opportunity to review pertinent avalanche studies and reports together with any future studies made. Copies of said studies are available for public inspection at the office of the Ketchum city clerk. It is recommended that said studies be examined prior to purchase, development, construction or use of land located within the avalanche zone.
4. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures.
5. To promote the general public health, safety and welfare.
6. To allow for construction of ~~single-family~~ residences and other uses consistent with the city's zone district use matrix by persons informed of potential avalanche danger with regard to a specific parcel of real property, while providing regulations to protect lessees, renters and subtenants of property within such zone.

B. Avalanche Zone District Boundaries:

1. The avalanche zone district boundaries shall be an overlay district and designate those areas within the city found subject to potential avalanche danger. ~~The avalanche zone shall consist of two (2) subzone designation areas as follows:~~
 - ~~a. High avalanche zone.~~
 - ~~b. Moderate avalanche zone.~~
2. The avalanche zone shall include all of those areas within the city so designated by the amendment to the Ketchum zoning map adopted in this chapter. ~~Designation as avalanche zone, high avalanche or moderate avalanche zone shall replace any existing avalanche zoning designation.~~ Designation as high avalanche zone or moderate avalanche zone is described in the

Wilson (1977) and Mears (1978) avalanche studies on file with the City of Ketchum or may be determined by a site-specific study

C. Uses Permitted: The avalanche zoning district shall be an overlay district and shall apply the additional requirements of the avalanche zoning district to the uses otherwise permitted in the district. All uses allowed in the district with which the avalanche zone district combines shall be subject to the additional restrictions of the avalanche zoning district. If any of the regulations specified in this section differ from corresponding regulations specified for a district with which the avalanche zone district is combined, the regulations contained in this section shall apply and govern.

D. Use Restrictions: The following restrictions are imposed upon construction, development and use of all real property located within the avalanche zone:

1. All utilities installed after the effective date hereof for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property. For all new construction and for projects that constitute a Substantial Improvement, all utility service meters and shut-off valves shall be installed on the leeward-side of buildings in a protected location, to the satisfaction of the Fire department.

2. Avalanche protective, deflective and preventative structures, devices or earthwork which threaten to deflect avalanches toward property of others or otherwise threaten to increase the danger to persons or property are prohibited. The construction of such structures, devices or earthwork shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans signed by an engineer licensed in the state, certifying that the proposed construction will withstand the avalanche forces set forth in the avalanche studies on file with the city and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. As a further condition of any conditional use permit, appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land. This shall not apply to reforestation. Alteration or removal of any existing natural barriers is prohibited.

3. Prior to issuance of a building permit for any structure within the avalanche zone, the applicant shall submit to the Ketchum building inspector plans, signed by an engineer licensed in the state of Idaho, certifying that the proposed construction as designed will withstand the avalanche forces as set forth in the avalanche studies on file with the city, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior. Warning: The avalanche forces set forth in such studies are to be considered minimum standards only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to those standards. Avalanches may occur with forces greater than those set forth in such studies, and areas of the city not designated as avalanche zone may be subject to potential avalanche danger.

~~4. Any structure which has been constructed within the avalanche zone and without engineering study shall not be leased, rented or sublet from November 15 through April 15 of each year. Any residence being leased or rented on the effective date hereof shall be deemed a zoning violation and shall be governed by chapter 17.156 of this title. Any residence that has not been engineered~~

to withstand avalanche forces consistent with this chapter shall not be leased, rented, or sublet from November 15 through April 15 of each year and any residence that has not been engineered to withstand avalanche forces that is being leased or rented or sublet after April 19, 1974 shall be deemed a zoning violation and shall be governed by chapter 17.156 of this title.

~~5. There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche zone. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other provisions of this title and is located entirely outside of the avalanche zone. The subdivision of real property (including land subdivisions, planned unit developments, townhouse sublots and developments, and condominium developments) within the avalanche zone district is permitted, provided:~~

a. No new public or private streets associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone; and

b. The subdivision complies with the underlying zoning district; and

c. The project complies with all applicable design review requirements and zone standards, including 17.96, Design Review and 17.104, Mountain Overlay; and,

d. The subdivision complies with Title 16, Subdivision Regulations, of the Ketchum Municipal Code.

E. General Notice Requirements: In order to provide reasonable notice to the public of the avalanche potential within all areas designated avalanche zone, the following notice regulations and requirements are adopted for all real property and structures located within such zone:

1. All subdivision plats shall identify and designate each lot and block, or portions thereof, located within the avalanche zone, together with applicable subzone designation, by a stamp or writing in a manner providing reasonable notice to interested parties.

2. All plans submitted with a building permit application for property within said avalanche zone shall be stamped "avalanche zone", together with the applicable subzone designation.

3. Prior to the issuance of any building permit for construction or improvements within the avalanche zone, the applicant shall submit to the building inspector a written acknowledgment on a form provided by the city, signed by the applicant under seal of a notary public, of the applicant's actual knowledge that the proposed building or improvement will be located within the avalanche zone. The applicant will also acknowledge that he or she has actual knowledge of the studies conducted to date regarding the avalanche zone that are on file with the planning department.

4. The city shall file with the office of the Blaine County recorder such document(s) as necessary to provide record notice of each existing lot and/or parcel of real property within the avalanche zone; and such document(s) as necessary to provide record notice that each owner who rents or leases any structure located in whole or part within the avalanche zone shall provide the tenant, lessee or subtenant with written notice that said property is located within the avalanche zone prior to any occupancy.

5. The city shall post signs in the public right of way to reasonably identify the boundaries of the avalanche zone.

6. All persons who rent, lease or sublet any structure or premises within the avalanche zone shall provide the tenant, lessee or subtenant with written notice that said property is located within such avalanche zone prior to occupancy.

7. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or shows a parcel of real property and/or structure for sale, lease or rent within said avalanche zone shall, upon first inquiry, provide the prospective purchaser, lessee or tenant, prior to viewing said real property, with written notice that said real property and/or structure is located within said avalanche zone. Furthermore, such written notice shall state that the studies referred to in subsection H of this section are available for public inspection at the office of the Ketchum city clerk and that said studies should be reviewed prior to any party entering any agreement, contract or lease.

8. All brochures and other printed materials advertising and/or soliciting reservations for sale, rental or lease of living units within the avalanche zone shall contain a provision designating that said unit or units are located within the avalanche zone.

F. Suspension Of City Services: During periods of avalanche danger, city services may be suspended or otherwise not be provided to property within the avalanche zone; nor shall the city accept responsibility for or guarantee that such services, rescue efforts or emergency services will be provided during periods of avalanche danger.

G. Warning And Disclaimer Of Safety And Liability:

1. Avalanches occur naturally, suddenly and unpredictably based upon steepness of slope and runout area, exposure, snowpack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The avalanche zone designated in this title is considered reasonable for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This title does not represent or imply that areas outside the avalanche zone district are free from avalanches or avalanche danger.

2. The fact that the city has not prohibited development, construction or use of real property within the avalanche zone district does not constitute a representation, guarantee or warranty of any kind as to the safety of any construction, use or occupancy. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the city, or any official or employee, of the practicality or safety of any construction, use or occupancy, and shall create no liability upon or cause of action against such public body, or its officials or employees, for any injury, loss or damage that may result.

3. Avalanches occur naturally, suddenly and unpredictably, and persons who develop or occupy real property within said avalanche zone do so at their own risk.

H. Notice Of Avalanche Studies:

1. The city has received avalanche studies of areas within the city and copies of said studies are available for public inspection at the office of the Ketchum city clerk, city hall. Persons interested in building, using or occupying real property within the avalanche zone are encouraged and

should examine the studies. However, the city does not represent or warrant the completeness or accuracy of those studies.

I. Amendment To Zoning Map: The official zoning map of the city is amended to include the avalanche zone ~~with subcategory designation of high avalanche zone and moderate avalanche zone as part of the avalanche zone district.~~ The boundaries of said avalanche zone are adopted as set forth on said amended official zoning map made a part of this title. The boundaries of said avalanche zone are comprised of the avalanche hazard areas identified in the following studies:

A. "Avalanche Hazard Study, the City of Ketchum, Idaho" (Wilson, 1977)

B. "Snow Avalanche Hazard Analysis and Zoning Recommendations, Warm Springs Area, Ketchum, Idaho" (Mears, 1978)

C. Memo, Skyline Subdivision (Mears, 1982)

D. "Avalanche Hazard and Mapping Analysis, Warm Springs Ranch" (Mears, 2001)

E. "Snow Avalanche Hazard and Mapping, River Run Lots, Sun Valley, Idaho" (Mears, 2009)

Attachment C:

Proposed Ordinance #1181

ORDINANCE NO. 1181

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING CHAPTER 16.04 SUBDIVISIONS, SECTION 16.04.040, DEVELOPMENT AND DESIGN; CHAPTER 17.92 AVALANCHE ZONE DISTRICT, SECTION 17.92.010, AVALANCHE ZONE DISTRICT; CHAPTER 17.08, DEFINITIONS; CHAPTER 17.124 DEVELOPMENT STANDARDS, CHAPTER 17.12 ESTABLISHMENT OF DISTRICTS AND ZONING MATRICES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, the City of Ketchum has received an average of 113 inches of snow per year between 1981 and 2000, as recorded by the National Climatic Data Center; and

WHEREAS, avalanches are possible on slopes steeper than 25 degrees but occur most frequently on slopes 35 to 50 degrees while the detrimental impacts of avalanches can also affect less steep slopes located below avalanche terrain; and

WHEREAS, Ketchum city limits contain private, developable property with slopes between 25 and 50 degrees; and

WHEREAS, the City of Ketchum first adopted zoning regulations concerning development in identified avalanche prone areas on April 19, 1974 with the adoption of Ord. 208; and

WHEREAS, the City of Ketchum commissioned the “Avalanche Hazard Study, the City of Ketchum, Idaho” (Wilson) study in 1977 and the “Snow Avalanche Hazard Analysis and Zoning Recommendations, Warm Springs Area, Ketchum, Idaho” (Mears) study in 1978; and

WHEREAS, the City’s zoning regulations concerning health, safety and welfare within the Avalanche Zone District overlay were amended on July 16, 1979 with the Wilson and Mears avalanche studies formed the basis for the boundaries of the Avalanche Zone District overlay zoning district; and

WHEREAS, the City finds it necessary to amend the zoning and subdivision ordinances to align the regulations with development practices that have been permitted to occur, to clarify certain regulations, and to amend certain regulations in order to better protect health, safety and welfare; and

WHEREAS, there is an identified need for neighborhood and commercial snow storage within city limits, with appropriate development standards, due to the frequency and quantity of snowfall; and

WHEREAS, the Ketchum City Council, having reviewed the proposed text amendments, held public hearings on [date] and found that the proposed amendments comply with the 2014 Comprehensive Plan; and

WHEREAS, the Ketchum City Council having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public and adopt the proposed text amendments to Title 16, Subdivision Ordinance and Title 17, Zoning Ordinance;

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

Section 1: CHAPTER 16.04.040 DEVELOPMENT AND DESIGN IS HEREBY AMENDED AS FOLLOWS:

16.04.040.H.24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.

16.04.040.R. Avalanche and Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of the Ketchum Municipal Code.

Section 2: SECTION 17.92.010.A.6 PURPOSES IS HEREBY AMENDED AS FOLLOWS:

17.92.010.A.6. To allow for construction of ~~single-family~~ residences and other uses consistent with the city's zone district use matrix by persons informed of potential avalanche danger with regard to a specific parcel of real property, while providing regulations to protect lessees, renters and subtenants of property within such zone.

Section 3: SECTION 17.92.010.B AVALANCHE ZONE DISTRICT BOUNDARIES IS HEREBY AMENDED AS FOLLOWS:

17.92.010.B.1. The avalanche zone district boundaries shall be an overlay district and designate those areas within the city found subject to potential avalanche danger. ~~The avalanche zone shall consist of two (2) subzone designation areas as follows:~~

- a. ~~High avalanche zone.~~
- b. ~~Moderate avalanche zone.~~

17.92.010.B.1. The avalanche zone shall include all of those areas within the city so designated by the amendment to the Ketchum zoning map adopted in this chapter. ~~Designation as avalanche zone, high avalanche zone or moderate avalanche zone shall replace any existing avalanche zoning designation.~~ Designation as high avalanche zone or moderate avalanche zone is described in the Wilson (1977) and Mears (1978) avalanche studies on file with the City of Ketchum or may be determined by a site-specific study.

Section 4: SECTION 17.92.010.D USE RESTRICTIONS IS HEREBY AMENDED AS FOLLOWS:

1. All utilities installed after the effective date hereof for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to such utilities and injury to persons and property. For all new construction and for projects that constitute a Substantial Improvement, all utility service meters and shut-off valves shall be installed on the leeward-side of buildings in a protected location, to the satisfaction of the Fire department.

~~4. Any structure which has been constructed within the avalanche zone and without engineering study shall not be leased, rented or sublet from November 15 through April 15 of each year. Any residence being leased or rented on the effective date hereof shall be deemed a zoning violation and shall be governed by chapter 17.156 of this title. Any residence that has not been engineered to withstand avalanche forces consistent with this chapter shall not be leased, rented, or sublet from November 15 through April 15 of each year and any residence that has not been engineered to withstand avalanche forces that is being leased or rented or sublet after April 19, 1974 shall be deemed a zoning violation and shall be governed by chapter 17.156 of this title.~~

~~5. There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche zone. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other provisions of this title and is located entirely outside of the avalanche zone. The subdivision of real property (including land subdivisions, planned unit developments, townhouse sublots and developments, and condominium developments) within the avalanche zone district is permitted, provided:~~

a. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone; and

b. The subdivision complies with the underlying zoning district; and

c. The project complies with all applicable design review requirements and zone standards, including 17.96, Design Review and 17.104, Mountain Overlay; and,

d. The subdivision complies with Title 16, Subdivision Regulations, of the Ketchum Municipal Code.

Section 5: SECTION 17.92.010.I AMENDMENT TO ZONING MAP IS HEREBY AMENDED AS FOLLOWS:

I. Amendment To Zoning Map: The official zoning map of the city is amended to include the avalanche zone ~~with subcategory designation of high avalanche zone and moderate avalanche zone as part of the avalanche zone district.~~ The boundaries of said avalanche zone are adopted as set forth on said amended official zoning map made a part of this title. The boundaries of said avalanche zone are comprised of the avalanche hazard areas identified in the following studies that are on file with the City of Ketchum:

A. "Avalanche Hazard Study, the City of Ketchum, Idaho" (Wilson, 1977)

B. "Snow Avalanche Hazard Analysis and Zoning Recommendations, Warm Springs Area, Ketchum, Idaho" (Mears, 1978)

C. Memo, Skyline Subdivision (Mears, 1982)

D. "Avalanche Hazard and Mapping Analysis, Warm Springs Ranch" (Mears, 2001)

E. "Snow Avalanche Hazard and Mapping, River Run Lots, Sun Valley, Idaho" (Mears, 2009)

Section 6: SECTION 17.08.020 TERMS DEFINED IS HEREBY AMENDED AS FOLLOWS:

COMMERCIAL OFF-SITE SNOW STORAGE: The storage of snow that has been removed from one or more privately owned lots and relocated off-site to a different lot in the Community Core (CC), Tourist (T), and/or Light Industrial (LI-1, LI-2, LI-3) zoning districts. This definition does not distinguish whether or not the sending and receiving lots are held under the same ownership and does not include the storage of snow removed from the right-of-way or property owned by public agencies.

NEIGHBORHOOD OFF-SITE SNOW STORAGE: The use of residentially zoned property in the city for the storage of snow from no more than three (3) neighboring lots within three hundred feet (300') of the snow storage parcel. This definition does not require the sending and receiving lots to be under the same ownership and does not include the storage of snow removed from the right-of-way or property owned by public agencies.

Section 7: CHAPTER 17.124 DEVELOPMENT STANDARDS IS HEREBY AMENDED AS FOLLOWS:

17.124.160: COMMERCIAL AND NEIGHBORHOOD OFF-SITE SNOW STORAGE
Commercial Off-Site Snow Storage is allowed as a permitted use in the Community Core (CC), Tourist (T), and Light Industrial (LI-1, LI-2, LI-3) zoning districts. Neighborhood Off-Site Snow Storage is allowed as a permitted use in residential and short-term occupancy zoning districts. Commercial and Neighborhood Off-site Snow Storage are permitted uses as specifically depicted

in the city's district use matrix (Chapter 17.12.020.A), provided the following conditions are met:

- A. Commercial and Neighborhood Off-site Snow Storage may be allowed on lots containing Floodplain, Avalanche, and Mountain Overlay zones; provided no portion of the off-site snow storage use is located in Floodplain, Avalanche, or Mountain Overlay area on the parcel.
- B. A drainage plan shall be submitted to the Administrator demonstrating how snow melt will be drained entirely on the lot, not into sensitive areas such as floodplains, and not off-site onto public ROWs or neighboring property;
- C. Adequate drainage must be provided so that snow melt is drained entirely on the lot;
- D. Snow storage piles are subject to a ten foot (10') minimum setback from property lines and shall not exceed ten feet (10') in height;
- E. Snow storage shall not encroach upon any easement designated for a purpose other than snow storage;
- F. Snow storage shall not conflict with emergency service access, including access to fire hydrants, required to deliver public services to the subject lot or any other lot;
- G. Off-Site Snow Storage is limited to the storage of snow only; storage of equipment related to snow removal is subject to all other applicable regulations in the Ketchum Municipal Code;
- H. The use of bulldozers and other on-site equipment to push piles of snow higher or around on-site must be equipped with broadband self-adjusting alarms or other OSHA compliant broadband noise reversing alarm beepers;
- I. Hours of operation shall comply with the city's noise ordinance and the times of day when snow and ice may be deposited are limited to seven-thirty o'clock (7:30) A.M. to seven o'clock (7:00) P.M. on weekdays, and between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M. on Saturday. Upon written authorization, the Administrator may waive this requirement for a period of not greater than twenty-four (24) hours after or during a storm event resulting in or expected to result in greater than six inches (6") of snow accumulation occurs;
- J. Conditional uses are required of all neighborhood and/or commercial off-site snow storage operations when the off-site snow storage project: (a) affects greater than one-half acre; or, (b) has, at the discretion of the Administrator, the potential to negatively impact neighboring uses within 300' of the proposed neighborhood or commercial off-site snow storage operation. In such instances, the conditional use permit submittal and approval requirements set forth in 17.116 of the Ketchum Municipal Code shall be followed; and
- K. The storage of snow removed from the right-of-way or property owned by public agencies are specifically exempt from the Commercial Off-Site Snow storage requirements set forth herein.

Section 8: SECTION 17.12.020 DISTRICT USE MATRIX IS HEREBY AMENDED AS FOLLOWS:

That Title 17 of the Ketchum Municipal Code be amended to add a new footnote and use to Section 17.12.020, District Use Matrix, as attached and incorporated as Exhibit A to this Ordinance.

Section 9. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 10. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 11: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit B shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 12. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this [date], 2018.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, Interim City Clerk

Exhibit A

Exhibit B

PUBLICATION OF SUMMARY OF ORDINANCE NO. 1181

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 17, THE ZONING ORDINANCE, OF THE KETCHUM MUNICIPAL CODE BY AMENDING CHAPTER 16.04 SUBDIVISIONS, SECTION 16.04.040, DEVELOPMENT AND DESIGN; CHAPTER 17.92 AVALANCHE ZONE DISTRICT, SECTION 17.92.010, AVALANCHE ZONE DISTRICT; CHAPTER 17.08, DEFINITIONS; CHAPTER 17.124 DEVELOPMENT STANDARDS, CHAPTER 17.12 ESTABLISHMENT OF DISTRICTS AND ZONING MATRICES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1181 of the City of Ketchum, Blaine County, Idaho, adopted on [date], is as follows:

- SECTION 1.** Amends Section 16.04.040, Development and Design, to prohibit the development of new streets in the avalanche zone that are associated with new subdivisions and cross references Mountain Overlay and Avalanche Zone design standards.
- SECTION 2.** Amends Section 17.92.010.A.6, Purposes, to permit development of uses allowed by the District Use Matrix in the avalanche zone.
- SECTION 3.** Amends Section 17.92.010.B, Avalanche Zone District Boundaries, to remove the distinction between high and moderate risk avalanche zones.
- SECTION 4.** Amends Section 17.92.010.D, Use Restrictions, to include health and safety regulations for utility meters in the avalanche zone, to clarify non-engineered structures in the avalanche zone cannot be rented between November 15th through April 15th, and to affirm no new streets associated with subdivisions can be constructed in the avalanche zone.
- SECTION 5.** Amends Section 17.92.010.I, Amendment to Zoning Map, to include avalanche areas identified in site-specific avalanche studies on the official zoning map of the city
- SECTION 6.** Amends Section 17.08.020, Terms Defined, to add a definition for commercial off-site snow storage and neighborhood off-site snow storage.
- SECTION 7.** Amends Chapter 17.124, Development Standards, to add a subsection 17.124.160 containing development standards for commercial and neighborhood off-site snow storage.
- SECTION 8.** Amends Section 17.12.020, District Use Matrix, to include commercial and neighborhood off-site snow storage and avalanche protection devices to the District Use Matrix.

- SECTION 9.** Provides for a repealer clause.
- SECTION 10.** Provides a savings and severability clause.
- SECTION 11.** Provides for publication of this Ordinance by Summary.
- SECTION 12.** Establishes an effective date.

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

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, Interim City Clerk