



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING

Monday October 15, 2018, 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

AGENDA

1. CALL TO ORDER: By Mayor Neil Bradshaw
2. ROLL CALL
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS
 - a. [Approval of Resolution 18-027 appointing Jennifer Cosgrove to the Planning Commission—Mayor Neil Bradshaw](#)
4. COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
5. CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.
 - a. [Approval of Minutes: Regular Meeting October 1, 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 \\$608,231.11 as presented by the Treasurer.](#)
 - d. [Recommendation to approval Alcohol Beverage License for Irvings – Director of Finance & Internal Services Grant Gager](#)
 - e. [Recommendation to approve Contract # 20274 with Harmony Design and Engineering – Director of Planning & Building John Gaeddert](#)
 - f. [Recommendation to approve Snow Hauling Contracts #20260-#20266 – Director of Streets and Facilities Brian Christiansen](#)
 - g. [Recommendation to approve Contract # 20268 with Western States Cat for the Dozer Rental Agreement – Director of Streets and Facilities Brian Christiansen](#)
 - h. [Authorization and approval of street closure request for special event – Assistant City Administrator Lisa Enourato](#)
 - i. [Recommendation to approve Encroachment Agreement 20273 for 200 South Bigwood Drive—City Administrator Suzanne Frick](#)
 - j. [Recommendation to approve Agreement #20272 with the Idaho Department of Health and Welfare and authorize the Mayor to sign the Agreement—Director of Finance and Internal Services Grant Gager](#)
6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 - a. **ACTION:** [Recommendation to Approve Agreement 20270 for Purchase of Fire Training Facility—Mayor Neil Bradshaw](#)
 - b. **ACTION:** [Request for funding for Culinary Institute—Harry Griffith](#)
 - c. **ACTION:** [Recommendation to approve Employee Housing Plan and Site Restoration Plan for Trail Creek Fund LLC. Development – Director of Planning & Building John Gaeddert](#)
 - d. **ACTION:** [Consideration of affordability level of KETCH Community Housing Units- Director of Planning & Building John Gaeddert](#)
 - e. **ACTION:** [Request by Sun Valley Institute for City funding - Aimee Christensen](#)
7. EXECUTIVE SESSION
 - a. Discussion pursuant to 74-206 (1) a
 - b. Discussion pursuant to 74-206 (1) c
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

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Thank you for your participation.

We look forward to hearing from you!

RESOLUTION NUMBER 18-027

**A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPOINTING JENNIFER COSGROVE
TO THE KETCHUM PLANNING AND ZONING COMMISSION FOR A
TERM EXPIRING ON FEBRUARY 3, 2021**

WHEREAS, Jennifer Cosgrove has expressed an interest in serving as a Planning and Zoning Commissioner; and

WHEREAS, Jennifer Cosgrove has expressed interest in being appointed to the Planning and Zoning Commission; and

WHEREAS, Jennifer Cosgrove has resided in Blaine County for at least three (3) years prior to their appointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Jennifer Cosgrove be confirmed by the City Council to serve on the Planning and Zoning Commission; and

WHEREAS, such terms shall expire on February 3, 2021.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Jennifer Cosgrove is appointed to the Ketchum Planning and Zoning Commission to fulfill the remaining period of the 3-year term vacated by Jeff Lamoureux, which expires on February 3, 2021.

This Resolution will be in full force and effect upon its adoption this fifteenth (15th) day of October 2018.

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City Council

Regular Meeting

~ Minutes ~

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

Robin Crotty
208-726-3841

Monday, October 1, 2018

5:30 PM

Ketchum City Hall

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

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance and Internal Services Grant Gager
Director of Planning & Building John Gaeddert

1. CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 5:30 pm.

2. ROLL CALL

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS

Mayor Neil Bradshaw read a proclamation for Domestic Violence Awareness for the month of October 2018.

Councilor Amanda Breen talked about her stay in Boise and encouraged Council to look at the cycling and safety in Downtown Boise.

Councilor Jim Slanetz thanked the public for attending the street party.

Mayor Neil Bradshaw talked about the dedication of the fire training facility on October 7, 2018.

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

Baird Gourlay talked about parking in the downtown core and requested Council consider parking in the alley between Leadville and 8th street. He suggested respecting the 3 ft. setback to have the alley function more efficiently.

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

Mayor Neil Bradshaw pulled consent item 5e.

Councilor Courtney Hamilton pulled item 5a.

a. Approval of Minutes: Regular Meeting September 17, 2018

Councilor Courtney Hamilton requested corrections to the minutes noting that Council President Michael David attended the SVED event and she attended the race event. The person speaking during public comment was Ryan Santo.

Motion to approve consent item 5a with corrections as noted.

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

- b. **Approval of Minutes: Special Council Meeting September 18, 2018**
- c. **Approval of Minutes: Special Council Meeting September 24, 2018**
- d. **Authorization and approval of the payroll register**
- e. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$608,231.11 as presented by the Treasurer.**

Mayor Neil Bradshaw advised that the \$19,047 payment going to CDC was the amount that was approved in a previous council meeting and wanted it pointed out and not buried in the bills.

Councilor Courtney Hamilton questioned the payment for the Warm Springs sidewalk. City Administrator Suzanne Frick explained more bills will follow in the next couple of weeks. The project is currently under budget. Courtney Hamilton also questioned page 11 of the payment report and asked what the demo payment of project in floodplain was? Director of Finance and Internal Services Grant Gager explained that it is a refund of a demolition permit to a homeowner.

Motion to approve item 5e.

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

- f. **Recommendation to approval Alcohol Beverage License for Mama Inez**
- g. **Recommendation to approve Agreement 20257 for Argyros Theater public infrastructure reimbursement**
- h. **Recommendation to decline Terrorism Coverage with ICRMP**
- i. **Recommendation to approve Separation Agreements #20258 & #20259**
- j. **Recommendation to approve Resolution 18-026 declaring certain items surplus property**

Motion to approve the consent agenda.

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

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

- a. **ACTION: Second Reading of Ordinance 1191 to address long term rentals in the avalanche overlay zone.**

Mayor Neil Bradshaw opened the meeting for public comment.

Lukas Thomas, resident of the area and property owner at International Village talked about the history of renting units as a short-term rental and about renting units as supplemental income. He talked about the ordinance before them tonight explaining that it takes away the property owners rights. He believes that this ordinance is ripe for challenge. Mr. Thomas advised that the ordinance as drafted would not prevail if challenged and referenced the Health and Safety reasons clause.

Mayor Neil Bradshaw talked about previous conversations regarding short term rentals in the avalanche zone due to the city's knowledge of avalanche risks. Mayor Bradshaw has talked to a few people regarding property rights and them being protected by state law. He questioned governments role in protecting the community from themselves. Mayor Bradshaw believes that visitors are not qualified to decide on avalanche risks and would like to protect visitors from making a bad decision. He questioned council what they think about renters signing a disclaimer.

Councilor Amanda Breen questioned enforcement. Mayor Neil Bradshaw advised it is a complaint-based method. If a complaint occurs, the city would have to advise the owner they could not continue to rent. City Attorney Matt Johnson read the enforcement chapter from the code and advised that a violation should be a misdemeanor. Councilor Amanda Breen brought up the education aspect that was discussed at the last meeting and questioned the education level of a long-term renter as opposed to a short-term renter? What are the different levels of education? Mayor Bradshaw questioned what we are exposing the city to in allowing a short-term rental in an avalanche area? Matt Johnson explained that city set's regulations in the avalanche zone and does not have a heightened area of liability because of that. An avalanche is an Act of God and is treated on a case by case basis. If somebody files a claim because of an avalanche the city will be named. Mayor Neil Bradshaw questioned Matt Johnson as to Lukas Thomas's comment. Matt Johnson advised that he feels quite comfortable with the City's safety health and welfare comment, however, he does find the point interesting. This ordinance relaxes the rules. Mayor Bradshaw clarified that Matt Johnson is saying this is a policy decision. There still is a philosophical question. Council President Michael David questioned if there were ordinances in place prior to this state legislation. Matt Johnson is not aware of specific ones.

Councilor Courtney Hamilton questioned if any short or long-term rentals have been enforced in the City of Ketchum in the past. City Administrator Suzanne Frick advised that staff does not know. Courtney Hamilton brought up the fact that Ketchum is one of the only cities in the country that allow building in the red zones. Council President Michael David asked if we would we go back to the existing ordinance or make another text amendment? He sees a distinction between long and short-term rentals. Councilor Courtney Hamilton would like to see better public education on all of this.

Councilor Amanda Breen does not support banning short-term rentals. She suggested opening it up to rentals in general and commented that limiting it will open the city up for lawsuits. She does not see a differentiation in education and does not want to expose the City to that.

Councilor Jim Slanetz questioned public safety and advised that he is not strongly opposed but would like to leave it the way it is.

Councilor Courtney Hamilton's concern is there is a defacto awareness that residents have that people who don't live here do not. She refers to the public safety aspect and suggested putting signs on the street post that advise people they are entering an avalanche area. She understands the legal discussion, but she questions the knowledge level and how to move forward.

Council President Michael David talked about renting year-round and possibly putting people who do not live in the mountains year-round in a dangerous situation. He agrees with Councilor Courtney Hamilton that it's a different type of person renting the short term. Michael David also voiced concerns about the enforcement issues.

Councilor Amanda Breen would like the city to fund a new avalanche study prior to making changes. She would like to re-evaluate where the red zone is. Mayor Neil Bradshaw will talk to the staff about getting a new study and questioned how they move forward. Council President Michael David said this is a threshold issue. If we don't have a good sense of the map than we shouldn't move forward. Amanda Breen is in favor of more information and talked about possibly passing an ordinance that says rentals are allowed so that it's legal. Councilor Jim Slanetz questioned how to regulate and enforce education given to the short-term rentals.

Mayor Neil Bradshaw would like to table any kind of vote at this time and take it back to P & Z. Director of Planning & Building John Gaeddert asked for clarity. City Attorney Matt Johnson suggested to table and sort at the staff level. Councilor Courtney Hamilton said in general we need to have better awareness of avalanches and would like to see more education.

Motion to table the second reading of Ordinance 1191 of Ketchum Municipal Code as set forth her in for an indefinite time period.

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

b. Discussion and recommendation to Traffic Authority on parking lot rates—Mayor Neil Bradshaw

Mayor Neil Bradshaw opened the meeting up to public comment.

Julie Johnson read an article about public input. She questioned what the Council is trying to achieve with public comment

Mayor Neil Bradshaw advised this is on the agenda to talk about the use of the parking lot during slack. He wanted to know if council has direction for the Traffic Authority. The Mayor rolled out a solution that was brought to his attention suggesting 3 hours of free parking and .25 an hour after that. The Mayor advised people still need to register at the Kiosk and talked about the ease of the app and the machine. If the lot gets busy enough we can then re-evaluate.

Council President Michael David said that he wants the business owners who are affected to be heard. He talked about the ease of the app and parking in the lots. He believes this is a movement in the right direction and people are starting to park further away and walk into town. Councilor Amanda Breen does not think people know they can park for free. The signage needs to improve. Councilor Jim Slanetz is up for change because the lot is not being used as is. Mayor Bradshaw talked about the different dynamics in both lots. Councilor Courtney Hamilton agrees with the presented solution and talked about the reason for the lots. Mayor Neil Bradshaw would like to keep listening and adjust as needed. Michael David advised that we owe it to the community to better manage parking throughout the community. Mayor Bradshaw would like to see all employees park in the lots and leave the streets open for the visitors, shoppers, etc. Mayor Bradshaw will give direction to the Traffic Authority for first 3 hours free and then .25 cents an hour after that.

There was a conversation about listening to the public. Council President Michael David talked about 7 years on the traffic authority and all he has heard and learned. He is in support. Councilor Jim Slanetz would like the staff to monitor the use. Councilor Courtney Hamilton would like better signage and an ad put in the paper.

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

a. ACTION: Recommendation to approve Contract #20248 with Blaine County Housing Authority—City Administrator Suzanne Frick

Mayor Neil Bradshaw asked for questions and comments.

Councilor Courtney Hamilton questioned overseeing 6 rental units.

Executive Director of the Blaine County Housing Authority Nathan Harvill explained what they manage and rent. Councilor Jim Slanetz questioned the Lift tower Lodge location and what the BCHA has done about renting this area? He talked about making it into workforce housing. Councilor Amanda Breen agrees. Nathan Harvill talked about the structure and about their options. He would like to rethink the one-year lease policy. Mayor Neil Bradshaw would like to find a lead developer. Nathan Harvill talked about the opportunities of the piece of land they have. Council President Michael David appreciates the work the BCHD does. He pointed out the In-lieu fees that were received and now the large employers kicking themselves. Courtney Hamilton voiced her concern over the non-profits having issues with housing.

Councilor Jim Slanetz pointed out a type in the contract and the fact that it should read that the dollar amount is \$75,000.

Motion to authorize the Mayor to sign Contract 20240 with Blaine County Housing Authority.

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

8. EXECUTIVE SESSION

a. Discussion pursuant to 74-206(1)(f)

Motion to go into Executive Session at 7:08 p.m.

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

Motion to come out of Executive Session at 7:32 pm.

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

9. ADJOURNMENT

Motion to adjourn at 7:33 pm.

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

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"-9549009999", "9910000000"-9911810000"
 Invoice Detail.Voided = No

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	864.73
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	1,260.60
01-3700-3600 REFUNDS & REIMBURSEMENTS			
CLINE, COURTNEY	100318	Refund Application	460.00
SLETTE, GARY PLLC	100818	Overpayment of Transcript	136.00
Total :			2,721.33
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	29.15
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	27.00
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER	616	Budget Books	832.75
US BANK	6806 092518	6806- Amazon	105.20
01-4110-3200 OPERATING SUPPLIES			
JYTTE	1394	Design Fee	250.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	0568 092518	0568 - WPY Mountain and Resort	350.00
US BANK	7646 092518	4322 Raspberry's - Fly SunValley Alliance	43.72
Total LEGISLATIVE & EXECUTIVE:			1,637.82
ADMINISTRATIVE SERVICES			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	1,214.67
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	45.65
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	211.00
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	81.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	08226210	Health Screening	39.96
ATKINSONS' MARKET	08229292	Clerks office	12.41
BUSINESS AS USUAL INC.	143841	Office Supplies	6.75
CHATEAU DRUG CENTER	1966604	office supplies	7.58
COPY & PRINT, L.L.C.	92561	Mover boxes for plans	77.50
COPY & PRINT, L.L.C.	92576	2 cases of bankers boxes	277.50
US BANK	2891 092518	2891 - Idaho Gov	14.42
US BANK	6806 092518	6806 - Amazon	32.00
US BANK	6806 092518	6806 - Amazon	14.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	6806 092518	6806 - BOUQS.com	49.82
01-4150-4200 PROFESSIONAL SERVICES			
SHRED-IT USA	8125619905	On-Site Shredding	210.16
BROWN, LINDA DIANE	1810	Deliver for October 2018	95.00
BACKGROUND INVESTATION B	CIT025100118-	Background Checks	165.90
VITRUVIAN PLANNING LLC	2018-031	Looking Glass Academy Walkability Assessment Training	8,800.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	12586136	Advertising	91.36
EXPRESS PUBLISHING, INC.	12586136	Advertising	91.37
EXPRESS PUBLISHING, INC.	12586136	Advertising	91.35
EXPRESS PUBLISHING, INC.	12586136	Advertising	90.83
EXPRESS PUBLISHING, INC.	12586136	Advertising	91.37
EXPRESS PUBLISHING, INC.	12586136	Advertising	91.36
EXPRESS PUBLISHING, INC.	12586505	Legal Ord. 1188	116.84
EXPRESS PUBLISHING, INC.	12586780	Job Fair	415.80
EXPRESS PUBLISHING, INC.	12586812	Legal - Sewer Line Bids	34.50
EXPRESS PUBLISHING, INC.	12587157	Legal 10/15 Council Meeting	17.48
01-4150-4600 PROPERTY & LIABILITY INSURANCE			
ICRMP	02097-1819-1	Annual Member Contribution for Policy Period 10-01-18 to 09-30-19	68,975.50
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
HAILEY & WOOD RIVER CHAMB	9070	Membership Dues	250.00
US BANK	7926 092518	7926 - Amazon	119.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
CASELLE, INC.	90653	CONTRACT SUPPORT	2,204.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841 09	2087263841 092318	2,846.99
CENTURY LINK	2087267801	2087267801 092318	16.40
COX WIRELESS	047131901 100	047131901 0100918	89.00
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	15434	Computer maintenance & support	4,735.45
KETCHUM COMPUTERS, INC.	15435	monthly maintenance for BSCO	863.25
US BANK	6806 092518	6806 - Microsoft	32.22
US BANK	6806 092518	6806 - Microsoft	233.43
01-4150-5150 COMMUNICATIONS			
US BANK	3077 092518	3077 - Facebook	127.79
US BANK	3077 092518	3077 - Shutterstock	29.00
US BANK	3077 092518	3077 - Mailchimp	75.00
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001164842	960 - 480 East Ave.	221.82
CLEAR CREEK DISPOSAL	0001165668	322 - 171 River st. E	70.20
CLEAR CREEK DISPOSAL	0001165855	597 -131 River S. T.	70.20
CLEAR CREEK DISPOSAL	0001169992 09	951449 - 4th & East	60.00
IDAHO POWER	2200749261 09	2200749261 092418	1,455.15
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
FIRE SERVICES OF IDAHO	42489P	Annual Service of Fire Ext.	40.00
SENTINEL FIRE & SECURITY, IN	35543	1494 - Ore Wagon Museum	87.00
POWER SYSTEMS WEST	248409	Generator Maint. Agreement	407.91

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	3077 092518	3077 - Breeo Products	399.00
US BANK	3077 092518	3077 - Lumens	796.00-
US BANK	3077 092518	3077 - Houzz	750.00-
Total ADMINISTRATIVE SERVICES:			94,350.58
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	19.60
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	307.89
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	36.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	3077 092518	3077 - shipping	9.75
US BANK	3077 092518	3077 - Moo.com	59.49
01-4170-4200 PROFESSIONAL SERVICES			
DIVISION OF BUILDING SAFETY	100118	September 2018 Building Permit	9,383.60
FREUND, ALLISON	1	P & Z LI Density Study	2,080.00
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	100118	September 2018 Plan Check Fees	4,828.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	12586506	Legal Ord. 1189	57.04
EXPRESS PUBLISHING, INC.	12586673	P & Z Meeting	140.80
EXPRESS PUBLISHING, INC.	12586813	Legal 10/8 P & Z Meeting	53.36
Total PLANNING & BUILDING:			16,975.53
NON-DEPARMENTAL			
01-4193-4500 1ST/WASHINGTON RENT			
URBAN RENEWAL AGENCY	2703	Parking Lot Rent - October	4,000.00
01-4193-6500 CONTRACT FOR SERVICE			
SUN VALLEY ECONOMIC DEVE	940	Quarterly payment - Q1 2019	2,500.00
Total NON-DEPARMENTAL:			6,500.00
FACILITY MAINTENANCE			
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	13.15
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	27.00
01-4194-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL INC.	143845	supplies	8.75
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	893398	38950 091518	312.54
UNITED OIL	894570	8950 093018	310.73
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	16117	Paver Repair	650.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
LILY & FERN, LLC	2615	Fower Maintenance	97.50
YASENAK, DAVID	1528	Install Memorial Plaques on 2 benches	190.82
ADVANCED IRRIGATION	1124	skate park drip system meeting and water management of park	2,640.00
ADVANCED IRRIGATION	1163	Install substation and connect to wifi	2,000.00
01-4194-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001164844	960 - 8th St. and 2nd Ave. N / Pump Park	102.50
CLEAR CREEK DISPOSAL	0001164845	960 - 511 Leadville	102.50
CLEAR CREEK DISPOSAL	0001164846	960 -1177 Warm Springs Rd	111.16
CLEAR CREEK DISPOSAL	0001168267	56339 - Skate Park	99.00
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0111377-IN	Monthly Janitorial Service	4,701.10
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-133505	Small Filter Wrench	8.79
US BANK	2022 092518	2022 - Woodland Power	121.00
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	014-101204	Concrete mix for memorial bench	17.36
A.C. HOUSTON LUMBER CO.	014-102651	Fire Wood	36.79
CHATEAU DRUG CENTER	1964746	Picture Wire	2.84
CHATEAU DRUG CENTER	1965854	Bottle Brush	3.79
MOSS GARDEN CENTER	163425	Ames 30" Poly Leaf	15.99
PIPECO, INC.	S171297.001	credit - overpayment	89.33-
RIVER RUN AUTO PARTS	6538-133498	Lube/Air/Oil Filter	333.50
SILVER CREEK SUPPLY	S1911318.002	Return	42.17-
US BANK	2022 092518	2022 - Amazon	63.41
Total FACILITY MAINTENANCE:			11,838.72
POLICE			
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	21.54
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	12.90
01-4210-3610 PARKING OPS PROCESSING FEES			
OMNI PARK	111758	Omni Park Subscription	274.00
01-4210-4200 PROFESSIONAL SERVICES			
IDAHO STATE POLICE	S9017457	Fingerprint Processing	32.00
Total POLICE:			340.44
FIRE & RESCUE			
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	1,187.77
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	71.45
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	117.00
01-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11641108	005109 100118	29.75

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	08232797	Cleaning Supplies for Station 1	4.34
BOUNDTREE MEDICAL	70264630	credit memo	220.99-
BOUNDTREE MEDICAL	82991469	Medical Products	1,060.18
BOUNDTREE MEDICAL	82996769	Supplies	.20
BOUNDTREE MEDICAL	82998097	Extrication collar	99.95
C.W. NIELSEN MFG. CORPORATI	27148	Lettering	141.20
CHATEAU DRUG CENTER	1967571	HDMI Cable for Quarters	14.24
CHATEAU DRUG CENTER	1968453	Velco for Training Facility	3.79
CHATEAU DRUG CENTER	7969480	Glue Sticks	45.44
COPY & PRINT, L.L.C.	92733	Office supplies for Fire Dept	310.34
NORCO	24785308	52355 093018	32.46
NORCO	24786327	54794 093018	224.40
PRAXAIR DISTRIBUTION INC.	85182760	Supplies	48.83
PREMIER CLEANERS, INC.	195718	Drycleaning	13.00
US BANK	2891 092518	2891 - Wrappcity Hyndman Creek Rescue	229.88
HENRY SCHEIN	57567391	Medical Supplies	607.31
01-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	894390	37267 093018	340.07
01-4230-4200 PROFESSIONAL SERVICES			
WOOD RIVER FIRE & RESCUE	2327	Labor Hours Technical Rescue Old Hyndman	1,932.00
KRAGNESS, MARCUS	100518	9/21/18-10/4/18	4,950.00
01-4230-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	027222301 091	027222301 091918	101.54
US BANK	2891 092518	2891 - Amazon	36.98
US BANK	2891 092518	2891 - Firesafety edu	500.00
NETWORK INNOVATIONS	8081244577	Iridium Voice	10.34
01-4230-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
A.C. HOUSTON LUMBER CO.	014-102975	Dremel 409 for Engine 1	7.99
CONSOLIDATED ELECTRICAL D	3755-642118	Blk Conn	102.18
RIVER RUN AUTO PARTS	6538-133538	Ant 101	29.90
US BANK	2891 092518	2891 - Amazon	92.75
INTERMOUNTAIN COMMUNICA	AR1394	New Antennas for Ambulance 23	106.90
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
TTT ENVIRONMENTAL INSTRU	IS180384	Sensors	648.79
01-4230-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	056983 100118	Digital Subscriber Line	35.26
WOOD RIVER LOCK SHOP, LLC	12500	10 pad locks keyd	268.40
Total FIRE & RESCUE:			13,183.64
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	35.85
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	63.00
01-4310-3200 OPERATING SUPPLIES			
US BANK	3077 092518	3077 - Moo.com	93.47
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	894391	37269 093018	883.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-4200 PROFESSIONAL SERVICES			
DICK YORK'S AUTO SERVICE	79227	vehicle towing	65.00
01-4310-5200 UTILITIES			
COX WIRELESS	205182701 101	205182701 101118	63.20
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
NAPA AUTO PARTS	948974	#6 Sander	18.76
RIVER RUN AUTO PARTS	6538-133504	Anti Seize Compound	7.77
US BANK	2022 092518	2022 - Amazon	159.96
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1640679	005292 092818	40.22
ALSCO - AMERICAN LINEN DIVI	LBOI1642632	005292 100518	40.22
NAPA AUTO PARTS	949108	Krew400 Center Flow	91.96
NORCO	24706383	53271 091918	122.35
NORCO	24785390	53271 093018	208.65
SENTINEL FIRE & SECURITY, IN	35544	1495 - E. 10th St.	87.00
SENTINEL FIRE & SECURITY, IN	35702	2656 - 10th Street	87.00
CINTAS FIRST AID & SAFETY	5011772182	First Aid Supplies	118.41
01-4310-6920 SIGNS & SIGNALIZATION			
TRAFFIC SIGNS & SAFETY	18181	Reboundable Stop w/recessed Base/quick release	1,497.03
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	014-101950	Supplies	63.93
A.C. HOUSTON LUMBER CO.	014-104151	hinges/screws/wood/supplies	172.29
A.C. HOUSTON LUMBER CO.	014-104258	Credit	58.15-
A.C. HOUSTON LUMBER CO.	014-104553	sidewalk Repair	24.91
COLOR HAUS, INC.	211715	Chips supplies for Tree wells	16.06
LUTZ RENTALS	87990-1	Mortar Mixer	53.78
LUTZ RENTALS	88349-1	Saw	51.84
RIVER RUN AUTO PARTS	6538-132668	Oil Absorbent	35.85
WALKER SAND AND GRAVEL	000477053	Road Mix	158.74
WALKER SAND AND GRAVEL	0047018	DUMP Organic	166.27
WALKER SAND AND GRAVEL	00477018	DUMP Organic	166.27
WALKER SAND AND GRAVEL	00477053	Road Mix	158.74
LOMCO INC,	029141-01	24 Pass CRH 24 Ton Min /Fuel Surcharge	3,322.00
Total STREET:			8,016.17
PARKS AND RECREATION			
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	22.70
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	36.00
01-4510-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	3077 092518	3077 - Moo.com	33.98
01-4510-3250 RECREATION SUPPLIES			
CHATEAU DRUG CENTER	1962387	supplies	1.50
01-4510-4200 PROFESSIONAL SERVICE			
CLEAR CREEK LAND CO. LLC	0000019876	Mobile Storage	75.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS AND RECREATION:			169.18
Total GENERAL FUND:			155,733.41
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
PERRY'S	10004	3 wraps /6 muffins	40.56
PERRY'S	120003	9 pots of Coffee	85.50
US BANK	3077 092518	3077 - Airport Inn	125.00
02-4530-3250 SOUVENIRS SUPPLIES			
MJ GRIFFITH & ASSOCIATES	10917	Early History of Ketchum & Sun Valley/chronicles	294.48
02-4530-4240 CONCERT			
US BANK	3077 092518	3077 - Holiday Inn	396.00
Total WAGON DAYS EXPENDITURES:			941.54
Total WAGON DAYS FUND:			941.54
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PROGRAM			
OPEN SPACES NORTHWEST	100118	CONTRACT 20187	1,250.00
SOLARONE SOLUTIONS, INC.	IN64644	Parts	10,332.00
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA LEASING COR	23425717	012-1147509-000 - Copiers lease agreement	1,673.09
03-4193-7607 SIDEWALK/STREET REPAIRS			
D. CO. CONCRETE	CONTRACT 2	CONTRACT 20235 - #1	23,293.05
Total GENERAL CIP EXPENDITURES:			36,548.14
Total GENERAL CAPITAL IMPROVEMENT FD:			36,548.14
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7200 10th STREET LOT IMPROVEMENTS			
IDAHO MATERIALS & CONSTRU	181784	Equipment Rental	4,000.00
IDAHO MATERIALS & CONSTRU	181785	Equipment Rental	480.00
Total STREET CIP EXPENDITURES:			4,480.00
Total STREET CAPITAL IMPROVEMENT FND:			4,480.00
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
CASH	100418	Cord of Wood for Events	137.41
ENVIRONMENTAL RESOURCE C	100418	4th Street Party with Board Bin	94.00
EXPRESS PUBLISHING, INC.	12586022	Sounds of September	415.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	3077 092518	3077 - DPR Printing	87.82
Total ORIGINAL LOT TAX:			735.03
Total ORIGINAL LOT FUND:			735.03
ADDITIONAL 1%-LOT FUND			
ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	100118	Payment #2 September 2018 Additional 1%	80,865.53
Total ADDITIONAL 1%-LOT:			80,865.53
Total ADDITIONAL 1%-LOT FUND:			80,865.53
WATER FUND			
WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	19.60
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	36.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
GO-FER-IT	79848	Shipping Services	86.00
UNIFIED OFFICE SERVICES	258981	Office Supplies	86.49
UNIFIED OFFICE SERVICES	259415	Office Supplies	19.99
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11640709	005292 092818	19.45
ALSCO - AMERICAN LINEN DIVI	LBO11640711	005292 092818	48.47
GEM STATE PAPER & SUPPLY	1269416-00	Paper Goods	19.78
PIPECO, INC.	S3190372.001	Galv Hex Bush	4.12
PIPECO, INC.	S3190896.001	Black Grate	54.90
TREASURE VALLEY COFFEE IN	2160.05774257	COFFEE/Creamer	78.94
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	9655	Water Testing	781.00
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	014-104234	Wet Dry Vac	149.99
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	894393	37271 093018	585.54
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E256981	Chemicals	252.24
63-4340-4200 PROFESSIONAL SERVICES			
OHIO GULCH TRANSFER STATI	099325	Clean Wood Waste	2.00
63-4340-5200 UTILITIES			
IDAHO POWER	2203658592 09	2203658592 092518	13,190.62
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-133535	Headlight - Halogen	21.90

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER EXPENDITURES:			15,457.03
Total WATER FUND:			15,457.03
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	1,253.01
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	667671	FSA /HRA Plan	23.20
NBS-NATIONAL BENEFIT SERVI	CP199625	DCA/FSA/HRA/HRAVIS	728.20
STARLEY-LEAVITT INS. AGENC	574632	Policy #10035569 10/1/18-10/1/19	63.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	258981	Office Supplies	86.49
UNIFIED OFFICE SERVICES	259415	Office Supplies	20.00
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11640709	005292 092818	19.45
ALSCO - AMERICAN LINEN DIVI	LBO11640710	005292 092818	86.96
CHATEAU DRUG CENTER	1965054	Flex Fabric	13.77
CHATEAU DRUG CENTER	1966520	Batteries	16.14
FEDEX	782793281510	Balance of shipping charge 6-320-74370	2.62
GEM STATE PAPER & SUPPLY	1267938-00	Paper and cleaning supplies	78.92
TREASURE VALLEY COFFEE IN	2160.05774259	COFFEE/power drinks/	281.04
UPS STORE #2444	4090	4090 shipping 090118	10.01
UPS STORE #2444	4151	4151 shipping 080818	10.01
UPS STORE #2444	4193	4193 shipping 081618	13.01
UPS STORE #2444	4239	4239 shipping 082218	10.01
UPS STORE #2444	4255	4255 shipping 082918	10.01
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	894392	37270 093018	40.50
65-4350-3800 CHEMICALS			
CHEMTRADE CHEMICALS US LL	92468330	Chemicals	3,024.00
USA BLUEBOOK	697384	Calibration Kit	204.13
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	57147	Supplies	395.83
65-4350-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	35424	1177 - 110 River Ranch Rd.	99.00
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
ATKINSONS' MARKET	04655067	Ammonia	11.34
ATKINSONS' MARKET	04657241	Ammonia	15.92
LUTZ RENTALS	88279-1	Honda Sales	67.74
McMASTER-CARR SUPPLY CO.	74321600	Supplies	42.02
PIPECO, INC.	S3190635.001	Coupling Insert	8.31
PLATT ELECTRIC SUPPLY	T490214	Parts	266.00
USA BLUEBOOK	695076	Lamp Assembly	148.83
Total WASTEWATER EXPENDITURES:			7,049.47

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER FUND:			7,049.47
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7810 HEADWORKS CONSTR. & EQUIP.			
GALENA ENGINEERING, INC.	1318.171 10011	1316.171 - 2018 Miscellaneous Projects	816.94
RSCI	2	Contract 20167 - SVWSD Headworks Improvements	120,150.96
Total WASTEWATER CIP EXPENDITURES:			120,967.90
Total WASTEWATER CAPITAL IMPROVE FND:			120,967.90
Grand Totals:			422,778.05

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9549009999", "9910000000"- "9911810000"

Invoice Detail.Voided = No



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st

Summary of Request

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

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2018-19</u>	<u>Total Amount of Fees</u>
Irving's Red Hots	X					10/15/2018	100.00

Financial Impact

The City of Ketchum will realize revenue of approximately \$100 from approval of this license in accordance with the current fee structure.

Recommendation

Staff recommends approval of the license.

Recommended Motion

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

Sincerely,

Grant Gager
Director of Finance and Internal Services

Attachments:
Alcohol application

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City of Ketchum

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

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

APPLICANT INFORMATION	
Applicant Name: <u>JILL Rubin</u>	Doing Business As: <u>IRVING'S Red-Hots</u>
Physical Address where license will be displayed: <u>202 PICABO ST. Ketchum</u>	
Mailing Address: <u>P.O. Box 663 Sun Valley, ID 83353</u>	
Recorded Owner of Property: <u>E Delwies Condos</u>	
Applicant Phone Number: <u>720-1664</u>	Applicant Email: <u>jill Rubin 5240@v.mail.com</u>
STATE LICENSE NO: <u>17224</u> (copy required)	COUNTY LICENSE NO: <u>127</u> (copy required)
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>JILL Rubin (OWNER)</u> <u>Box 663</u> <u>SUN Valley, ID 83353</u>
BEER LICENSE FEES	
<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer to be consumed on premises	\$ <u>100.00</u> \$200.00
<input type="checkbox"/> Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES	
<input checked="" type="checkbox"/> Wine, to be consumed on premises	\$200.00
<input type="checkbox"/> Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
<input checked="" type="checkbox"/> Liquor by the Drink	\$560.00
2018 NOV - 2018 July 2019 Total Fees Due \$ <u>100.00</u>	
ADDITIONAL INFORMATION	
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

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

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

Trey Rubin OWNER
Applicant Signature Relation to Business

9-26-18
Date

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20__.

Kathleen Schwabbenberger
Notary Public or City Clerk or Deputy

OFFICIAL USE ONLY		
Date Received: <u>9-26-18</u>	License Fee Paid: <u>10000</u>	License No: <u>444</u>
To the City Council, Ketchum, Idaho: The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/> , does hereby make application for a license to sell during the year of August 1, <u>18</u> - July 31, <u>19</u> .		
Approved by City of Ketchum Idaho by: _____ Mayor		

Oct 15, 18



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Award Contract 20274 with Harmony Design and Engineering for review of Stream Bank Alternation Permits

Recommendation and Summary

Staff is recommending the council authorize the Mayor to enter into a contract with Harmony Design and Engineering with the following motion:

I move to authorize the Mayor to enter into Contract 20274 with Harmony Design and Engineering.

The reasons for the recommendation are as follows:

- The proposed scope of work will assist the Planning and Building Department with the review of stream alteration permits that are often technical.
- Harmony Design and Engineering takes a holistic approach when reviewing stream alterations. They can assess the technical engineering and address the habitat and river impacts of proposed work.

Introduction and History

Stream alteration permits are becoming more technical and extensive. Planning and Building staff often do not have the ability to independently review and assess the project impacts. There is a need to hire a firm to assist in the review of stream alteration permits,

Analysis

The rivers in Ketchum are important to the community and identity of Ketchum. Stream alteration permits have the potential to significantly impact the habitat, appearance, and flow of the river if not done thoughtfully. There is a need to conduct careful, independent review of proposed stream alterations. Harmony Design and Engineering will provide valuable expertise and assistance to Planning and Building staff during the review of stream alteration permits.

Financial Impact

There is no financial impact to the City. The cost of the review will be passed on to the permit applicant and the City will be reimbursed for the costs.

Attachments:

Proposed Contract 20274

INDEPENDENT CONTRACTOR AGREEMENT 20274

THIS AGREEMENT made and entered into this 15th day of October, 2018, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and HARMONY DESIGN, INC. (DBA HARMONY DESIGN & ENGINEERING), a Wyoming S-Corporation, (hereinafter referred to as "Contractor").

RECITALS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Ketchum is in the need of the professional services of a floodplain manager and civil engineer to assist in reviewing floodplain development permits and No-Rise Certificates for the City of Ketchum, Idaho;
3. Contractor has on staff a Professional Engineer and Certified Floodplain Manager registered and licensed with the Idaho Board of Professional Engineers and with the Association of State Floodplain Managers respectively;
4. Contractor will provide services to the City of Ketchum consistent with the services identified in Attachment A.
5. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
6. Contractor desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. SCOPE OF WORK:** Contractor agrees to provide those services described in Attachment A, as an independent contractor. Contractor shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. AMOUNT AND METHOD OF PAYMENT:** The City agrees to pay Contractor for services rendered under this Agreement on a time and materials basis in accordance with Attachment B, Professional Services Fee Schedule. Fees shall be based on the service provided by the Contractor.

Contractor shall maintain time and expense records and make them available to the City with payment 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 projects. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.

Reimbursable expenses (which shall cover general out-of-pocket expenses 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.

All invoices shall be paid by the City within sixty (60) days of receipt of proper invoice. Uncontested invoices paid after sixty days may be subject to a 1.5% per month late charge applied to the outstanding balance, including late charges.

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 particular hours or days or any particular 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 Director of Planning and Building.

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 hours 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 fit provided that 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 this Agreement and shall remain in effect for one (1) year unless terminated by either party as set forth in this Agreement.

14. ENTIRE AGREEMENT: This Agreement, along with any and all exhibits and appendix attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

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:

1. 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 virtue of 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.

2. **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.

3. **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: City Administrator
 City of Ketchum PO Box 2315
 Ketchum, ID 83340

To CONTRACTOR: Jennifer Zung P.E.
 Harmony Design and Engineering
 PO Box 369, Driggs Idaho. 83422

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. Deliver certificates of insurance and endorsements required by this Article to:

City of Ketchum
Attn: City Administrator
PO Box 2315
Ketchum, ID 83340

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.

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

33. 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: _____
Neil Bradshaw
Mayor

By: _____
Jennifer Zung P.E.

DATE: _____

DATE: _____

ATTEST:

By: _____
Robin Crotty
City Clerk

DATE: _____

ATTACHMENT A SCOPE OF WORK

Harmony will provide services on an as-needed basis as determined by the Client. Prior to beginning any project, the Client will review the scope of work with Harmony, and Harmony will provide the Client with a not-to-exceed or estimated cost for that project using the Work Order template found in **Exhibit B**. Duties and responsibilities of Harmony shall include, but are not limited to, the following:

1. Review floodplain development permit applications, including No-Rise Certifications and supporting technical information, for structures, stream alterations, or other developments within the Special Flood Hazard Areas of the City of Ketchum to determine compliance with Title 17, Chapter 17.88, Floodplain Management Overlay, as well as National Flood Insurance Program (NFIP) requirements.
2. Provide technical guidance on the various mitigation and bank stabilization methods available for citizens of the community including, but not limited to, bio-engineering; hydro- seeding; controlled planting; acquisition and relocation; elevation; demolish and rebuild; floodproofing; and retrofitting.
3. Provide floodplain management guidance related to community drainage improvements, flood protection, floodplain management, and flood mitigation projects.

ATTACHMENT B
SCHEDULE OF RATES

PROFESSIONAL SERVICES

Expert Witness	\$250 /hr
Professional Engineering	\$125 /hr
Professional Landscape Architecture	\$125 /hr
Project Management	\$125 /hr
Engineering Design	\$100 /hr
Landscape Design & Planning	\$100 /hr
CAD Drafting	\$75 /hr
Clerical / Travel Time	\$55 /hr

DIRECT EXPENSES

Mileage	\$0.75 /mile
B&W Copies (8 1/2" X 11")	\$0.20 /copy
B&W Copies (11" X 17")	\$0.40/copy
Color Copies (8 1/2" X 11")	\$1.25 /copy
Color Copies (11" X 17")	\$2.50/copy
B&W Prints (24" X 36")	\$6.00 /sheet
Color Prints (24" X 36")	\$8.00 /sheet
B&W Mylar Sepia (24" X 36")	\$20.00 /sheet
CD for electronic files	\$3.50 /each

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, and travel costs are charged as listed above or at cost plus ten percent.

*These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.
Rates are subject to change.*

Effective January 1, 2018

WORK ORDER FORM

Project Name: _____
Work Order Date: _____ Work Order No: _____

Pursuant to the Agreement between the City of Ketchum and Harmony Design & Engineering dated September 10, 2018, ENGINEER agrees to perform work described below. ENGINEER shall furnish all necessary facilities, material and professional, technical and supporting personnel required by this Work Order (WO).

Scope of Work and Schedule (and/or as attached) Additional pages attached

Work Order Total Compensation

CITY shall pay ENGINEER a Not-To-Exceed/Estimated (select one) amount of \$ _____ as compensation for the above Scope of Work.

APPROVED by CITY

APPROVED by ENGINEER

Signature

Signature

Printed Name:

Printed Name:

Title:

Title:



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Snow Hauling Contracts #20260-20266

Recommendation and Summary

Staff is recommending the council approve the snow hauling contracts and adopt the following motion:

“I move to authorize the Mayor to approve the contract for services with; Anderson Asphalt #20266, Canyon Excavation #20265, Hiatt Trucking #20260, Joe’s Backhoe #20261, Lunceford Excavation #20262, Rick’s Excavation #20263 and S. Erwin Excavation #20264”.

The reasons for the recommendation are as follows:

We started using snow hauling contracts years ago to keep the pay and requirements equal for all contractors. The City pays \$75.00 dollars an hour for a truck and \$90.00 an hour for a truck and trailer. The city also pays up to an hour travel time, per truck, per day. The going rates for contract trucks are generally \$5.00 to \$25.00 dollars an hour higher than what the City pays however when you include the travel time, the end result is very close.

When setting the pay scale for the contract trucks we have taken several factors into consideration:

- Winter construction is always down and most of the contractor’s trucks are usually parked.
- Snow hauling is relatively easy on the trucks because snow weighs so much less than most road materials.
- We pay travel time.
- Most of the contractors we use are glad to keep their trucks working in the winter.

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

Our legal representatives have reviewed and approved the following contracts.

Introduction and History

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

In 1996 we had a good snow year with several back to back storms which left the city core in pretty bad shape, full of snow with little to no parking. The city council wanted change and so approved funds to upgrade our

equipment, increase our staff and provided for us to haul snow while we are plowing. Today we use up to 14 contract trucks to help us haul snow while we are plowing.

Analysis

At this point, it is still cost effective for us to plow and haul our own snow.

Financial Impact

The Professional Services line item is where we fund the contract snow haulers, flagging services and engineering services. This year we budgeted \$182,000 for the line item. Having contracts in place guarantees that we will not be paying varying hourly amounts to different contractors; all the contractors are on the same pay scale.

Sincerely,

Brian Christiansen
Director of Streets and Facilities

Attachments:

Snow Hauling Contracts for:

Anderson Asphalt Contract #20266
Canyon Excavation Contract #20265
Hiatt Trucking Contract #20260
Joe's Backhoe Contract #20261
Lunceford Excavation, Inc Contract #20262
Rick's Excavation Contract #20263
S. Erwin Excavation Contract #20264



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20266

(City of Ketchum/Anderson Asphalt Paving)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and ANDERSON ASPHALT PAVING, an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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

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

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

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

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

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

5. Time of Performance. Contractor shall provide the Services on an "on call" basis as

designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2019, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to

do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Anderson Asphalt Paving
P.O. Box 759
Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

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

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

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

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

ANDERSON ASPHALT PAVING,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20265

(City of Ketchum/Canyon Excavation, LLC)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and CANYON EXCAVATION, LLC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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

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

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

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

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

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

5. Time of Performance. Contractor shall provide the Services on an "on call" basis as

designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2019, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to

do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Canyon Excavation, LLC
P.O. Box 961
Shoshone, ID 83352

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

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

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

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

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

CANYON EXCAVATION, LLC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20260

(City of Ketchum/Hiatt Trucking, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”), and HIATT TRUCKING, INC, an Idaho corporation (“Contractor”).

RECITALS

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

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

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

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

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

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

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

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

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

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

5. Time of Performance. Contractor shall provide the Services on an "on call" basis as

designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2019, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to

do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Hiatt Trucking, Inc.
P.O. Box 759
Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

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

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

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

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

HIATT TRUCKING, INC
an Idaho corporation

By: _____
Neil Bradshaw

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20261

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

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and JOE'S BACKHOE SERVICE, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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

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

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

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

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

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

5. Time of Performance. Contractor shall provide the Services on an "on call" basis as

designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2019, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to

do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

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

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

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

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

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

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

JOE'S BACKHOE SERVICE, INC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum

Contract #20261



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20262

(City of Ketchum/Lunceford Excavation, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and LUNCEFORD EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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

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

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

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

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

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

5. Time of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Division and shall complete such services in

a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2019, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to

performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

CONTRACTOR:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

Lunceford Excavation, Inc.
P.O. Box 739
Ketchum, ID 83340

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

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

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

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

19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

LUNCEFORD EXCAVATION, INC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum

Contract #20262



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20263

(City of Ketchum/Rick's Excavation, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and RICK'S EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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

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

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

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

- a. FOR A SINGLE TRUCK: SEVENTY-FIVE DOLLARS (\$75) per hour.
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- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

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KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Rick's Excavation, Inc.
P.O. Box 443
Bellevue, ID 83313

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21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

RICK'S EXCAVATION, INC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20264

(City of Ketchum/S. Erwin Excavation, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 15th day of October 2018, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and S. ERWIN EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

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

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

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

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

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2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks and trailers necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
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- e. Contractor's trucks and trailers shall use only biodegradable truck and trailer bed liner materials to provide for any non-stick surface.
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- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

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

5. Time of Performance. Contractor shall provide the Services on an "on call" basis as

designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2019, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
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10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to

do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

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KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

S. Erwin Excavation, Inc.
P.O. Box 1112
Bellevue, ID 83313

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

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

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 15th day of October 2018.

THE CITY OF KETCHUM,
an Idaho municipal corporation

S. ERWIN EXCAVATION, INC
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum

Mayor Bradshaw and City Councilors:

Recommendation to Approve Dozer Rental Agreement #20268

Recommendation and Summary

Staff is recommending the council approve the rental agreement and adopt the following motion:

“I move to authorize the Mayor to approve the contract with WSECO for equipment rental and approve the rental of a second Dozer if needed”.

The reasons for the recommendation are as follows:

- If a dozer breaks down we are done hauling snow, it is a vital piece of equipment to our snow hauling operations.
- We started out 14 years ago renting a dozer from Western States and have received exceptional service, so we have continued to rent from them.
- Western States service personnel have come out to work on our dozer on Christmas Day, New Year’s Day and pretty much any time we call with concerns.

The City Attorney has reviewed the contract with WESCO.

Introduction and History

- The Street Department has experience using several different types of equipment over the years to push snow at our snow storage site.
- City council asked street staff to improve efficiency and increase the level of service to the city and in the process rented a Dozer to push snow. We found that it was the most efficient piece of equipment we had used to date for that purpose with the least number of breakdowns.
- Unfortunately, we have had some breakdowns with the rental equipment in the past and Western States has provided phenomenal service on holidays, weekends and after hours so we have continued to use them.

Analysis/ Financial Impact

We have been renting a D6LGP from Western States (WSECO) for the last 14 or so years and have paid around \$5,600 per month. We typically rent the dozer from November 15th through February, unless it is still snowing. On bigger snow years we have needed to rent two dozers to keep up with all the snow.

The transport cost is near \$1,000 each way so our total seasonal cost is about \$23,000 for the season for one and an additional \$12,000 for the second, if needed.

Brian Christiansen
Director of Streets and Facilities

Attachments: Rental Agreement from WSECO

Contract # 20268



RENTAL AGREEMENT

NO.: RQ000008120

City of Ketchum #20268

Twin Falls
3085 E Kimberly Rd Twin Falls, ID 83301
208.735.2300

CUSTOMER 4855600
City Of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

JOBSITE CONTACT:
Snow Removal

RENTAL START DATE: 11/19/2018 08:00am
~~EST. RETURN DATE: 12/17/2018 08:00am~~
CUSTOMER PO: Snow Removal
ORDERED BY: Brian Christiansen
PHONE: (208) 726-5501
WRITTEN BY: Linda L Monette
SALESMAN: Linda L Monette

Rental Items	Day	Weekly	4 Week
Hours Allowed	4	22	88
D6R/T LGP S/N: SMU: 0 hrs ID:	\$1,250.00	\$1,900.00	\$5,650.00

Miscellaneous Items	Amount
Heavy Haul Pickup	950.00
Heavy Haul Delivery	950.00
1.5% Enviromental Fee	84.75 <i>Every month</i>

Rental Terms

• Prices above do not include any applicable state, county, city, or local sales taxes. Where applicable, WSE will charge sales tax on your invoice unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing.

Rental payments are due within 10 days of rental invoice and can't be placed on a WSECO account without prior approval. *30 days L. Monette*

• Any excess hours above the Normal Use stated above will be subject to an overtime charge.

• Rental Equipment Protection (REP):

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO. Accept _____ Decline _____

• This agreement will auto renew every month until terminated.

• Customer agrees to perform daily maintenance on the machine(s). WSECO will perform operator manual suggested preventative maintenance as needed.

• Any damage done to the machine(s) while on rent is the responsibility of the Customer. In the event that the damage results in WSECO being unable to rent the machine(s), the Customer will continue to pay the rental rate listed above until the machine(s) is repaired and deemed to be rent-ready by WSECO. All terms and conditions in the following pages apply.

Option

Machine Purchase Price: ██████████

- The Customer has the option to purchase the specific machine(s) above at the specified Purchase Price before the rental is returned.
- 100% of the rent will apply toward the purchase less interest. Interest rate is prime interest rate + 6.00% on a declining purchase price balance.
- All repairs performed by WSECO during this agreement will be added to the purchase price at conversion.

All Terms and Conditions continued on the following pages apply

X Initials _____

County: _____

RENTAL AGREEMENT, WITH OPTION PURCHASE:

1. RENTAL OF EQUIPMENT AND PAYMENT: This is a Rental of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. It is NOT a sale of the equipment to the Customer unless the Customer exercises the option to purchase the equipment as provided in paragraph 12. Customer hereby agrees to pay the rental rate stated on the invoice as further provided in paragraph 8, plus all expenses associated with the operation of the equipment such as fuel, freight, tire and belt wear, commercial general liability and physical damage insurance, sales or use taxes and overtime charges for "Normal Use" (defined below) of the equipment during the Rental period provided in paragraph 5. Customer agrees to pay an overtime charge as determined by WSECO for use of the equipment in excess of Normal Use. Normal use means: a day = 4 hours, a week = 22 hours, 4 week = 88 hours.

2. OWNERSHIP AND LEGAL STATUS OF EQUIPMENT: The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. WSECO shall be deemed to have retained title to the equipment at all times, unless WSECO transfers the title by sale. Customer shall immediately advise WSECO regarding any notice of any claim, levy, lien, or legal process filed or issued against the equipment. Customer authorizes WSECO to file financing statement(s) evidencing WSECO's rights, interests and priority in and to the equipment as that of a rental of equipment and not a sale.

3. COMPLETE NEGOTIATED RENTAL: Acceptance of this Rental is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this Rental and this Rental shall be deemed accepted by WSECO without said additional or different terms. Once accepted, this Rental shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this Rental or contained in a separate writing supplementing this Rental and signed by authorized agents of both WSECO and Customer. This Rental will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Rental will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

4. RENTAL PERIOD: The Rental period will commence upon the earlier of: 1) the date designated in the invoice, or 2) upon delivery of the equipment to the site designated at the "ship to" location on the invoice. The Rental will terminate upon the later of: 1) the return date specified on invoice, or 2) upon the return of the equipment to the WSECO yard from which it was delivered. If the equipment is not returned on the return date, this Rental is automatically deemed to extend on a month-to-month basis. No allowance is made for Saturdays, Sundays, holidays, time in transit, downtime or any period the equipment is not in actual use. In any event, this Rental will terminate upon the Customer's exercise of the Option and payment of the Option Price.

5. GUARANTEED MINIMUM: If initialed at the end of this paragraph, Customer has received a lower, negotiated rate in exchange for its commitment to rent the equipment for a guaranteed minimum period. If Customer decides to return the equipment prior to the end of the guaranteed minimum term, Customer waives the discounted rate and agrees to pay WSECO's then current regular rental rates for the entire term of this Rental. Customer Acknowledgement/Initial Here: _____

6. RENTAL PAYMENT TERMS: Rental payments are due monthly and are past due if not paid within ten (10) days of the date of the invoice. A late charge of 1-1/2% per month is assessed against the delinquent unpaid balance of all Customers (except Montana) and a late charge of 1-1/4% per month is assessed against the delinquent unpaid balance of Montana Customers. Rental payments may not be placed on open account unless WSECO has preapproved credit. In the event WSECO, in its sole and absolute discretion, deems Customer's financial condition to be unsatisfactory, WSECO has the right to (a) limit the amount of credit extended to Customer for the Rental or purchase of the equipment; (b) delay manufacture or shipment to Customer of the equipment; (c) require full or partial payment in advance; (d) ship or deliver equipment C.O.D. or require payments to be secured by letters of credit; (e) require written guarantee(s) of payment satisfactory to WSECO; or (f) cancel, refuse to accept or terminate the Option, any rental or other order from Customer then outstanding or thereafter placed.

7. TIRE WEAR, BELT WEAR: If the equipment has tires or belts, Customer acknowledges that in addition to the Rental rate, Customer will also pay a charge at the end of the Rental period, if Customer does not exercise the Option, for all wear or damage to rubber tires or belts. Tires and belts are in the conditions listed below on the date out. Tire or belt wear to be charged at \$_____ per 1/32" per tire or belt. Left front _____/32", right front _____/32", left drive _____/32", right drive _____/32", left rear _____/32", right rear _____/32".

8. NO WARRANTY: ~~The equipment is rented "AS IS." WSECO makes no warranties, express or implied, as to the equipment rented. Customer assumes the responsibility for the condition of the equipment. WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

J. Monette

9. EQUIPMENT OPERATION: Customer understands that the operation of the equipment requires skill and experience and that failure to operate it safely may result in serious personal injury or death and/or property damage. Customer is responsible for ensuring that all persons in and around the equipment follow the manufacturer's operation, maintenance and safety instructions, and acknowledge that those instructions have been provided to Customer. Customer's operation and use of the equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

10. TIME OF DELIVERY and SHIPPING: Orders to rental equipment are processed in the order of their receipt. WSECO will use reasonable efforts to deliver the equipment to Customer on the scheduled date. However, shipping and delivery dates are estimates and dependent upon factors outside of WSECO's control, including but not limited to, the manufacturer's production schedule, equipment shortages, shipping delays, the equipment may not arrive on the scheduled date. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment. Unless expressly provided for otherwise, Customer is responsible for all freight, shipping, loading and unloading costs.

11. CUSTOMER'S RESPONSIBILITIES: During the Rental period and any extension thereof, Customer shall have the following obligations and responsibilities:

X Initials _____

a. RENTAL EQUIPMENT PROTECTION (REP):

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

b. DELIVERY INSPECTION. Customer has or will promptly inspect the equipment and notify WSECO of any deficiencies.

c. TOWING. When transporting the equipment, Customer will have the proper towing device, hitches and materials for use with the towed and towing vehicles and the same will be in good, safe and operable condition. Customer is responsible for all damage caused to the equipment by Customer's towing, towing devices and vehicles, hitches and materials.

d. DAILY INSPECTION, MAINTENANCE AND SAFEKEEPING. Customer will conduct daily inspection and routine maintenance of the equipment consistent with the procedures in the manufacturer's operation and maintenance manuals provided with the equipment.

e. RETURN THE EQUIPMENT. Customer agrees to return the equipment in good working condition, reasonable wear and tear excepted. Customer further agrees to pay for repair/replacement of all or any portion of the equipment which becomes necessary because of damage caused by Customer, or its employees, agents and subcontractors.

f. REPLACEMENT. If the equipment is lost, stolen, destroyed or rendered unfit for use, Customer agrees to pay the full market value, as determined by WSECO, and monthly interest at the rates provided in paragraph 7 until all amounts due are paid in full.

g. CLEANING FEE. A cleaning fee may be assessed for equipment returned dirty.

h. SALES TAX. WSECO is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices stated herein do not include any applicable state, county, city, or local sales taxes. This contract is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSECO will charge sales tax at the time of invoice unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSECO is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customers appropriate state's and or local Department of Revenue.

12. OPTION TO PURCHASE: Subject to the terms and conditions provided herein, WSECO extends to Customer an option to purchase the equipment (the "Option") for the sum of \$0.00 plus the full cost of repairs made to the equipment by WSECO during this Rental period (the "Option Price"). To exercise the Option, the following must conditions must be fulfilled or occur:

- a. A WSECO sales order must be fully executed by Customer and an authorized WSECO sales manager, evidencing the exercise of the Option; and:
- b. Customer must be in good standing under the terms of this Rental and any and all other outstanding agreements between Customer and WSECO; and:
- c. The Option does not extend beyond the period of this Rental and must be exercised and payment received before the Rental is terminated.
- d. After the Option is exercised, WSECO's sales order will govern the terms and conditions of Customer's purchase of the equipment.

Upon exercise of the Option, all rental payments Customer made pursuant to this Rental will be applied to the Option Price, less a Conversion Charge of Prime + 6 %, using simple interest on a declining balance. For purposes of this Rental, "Prime" shall be the published prime interest rate in the Wall Street Journal at the time the Option is exercised.

13. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, during the time of this Rental the equipment does not perform satisfactorily, as judged by WSECO, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this Rental. Alternatively, WSECO may terminate this Rental and Customer will be billed only for the time the equipment was used by Customer. These remedies do not apply if the equipment has failed or performs less than satisfactorily due to Customer's improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints, as specified by WSECO and/or the equipment manufacturer. ~~THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.~~

J. Monetta

X Initials _____

14. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Rental or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this Rental, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. *Customer's sole remedy* for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled **"EQUIPMENT FAILURE/LIMITATION OF REMEDIES"** of this Rental. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing.

15. FORCE MAJEURE: WSECO shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

16. ASSIGNMENTS: Customer shall not assign, transfer, or sublet this Rental, the equipment or any part thereof without obtaining the prior written consent of WSECO. WSECO may withhold its consent in its sole and absolute discretion.

L. Monette
17. INDEMNITY: You agree to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise. *To the extent permitted by law*
But only to the extent of customer's negligent acts or omissions

18. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due any Rental payments; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by Customer; (c) Customer ceases doing business as a going concern, makes an assignment for creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners or shareholders of Customer's business organization take actions towards dissolution or liquidation; (d) Customer attempts to sell, transfer, or encumber, subrental or convey the equipment or any part thereof; or (e) WSECO, in good faith, believes that the equipment is being subjected to improper use. Upon the occurrence of any event of default, WSECO may, at its option, declare all sums due and to become due immediately due and payable, terminate the Option, proceed to enforce performance by Customer and recover damages for breach of this Rental, demand return of the equipment immediately and, in addition to the foregoing, recover unpaid rental payments prior to the event of default and through the unexpired term of the Rental. These remedies are cumulative and in addition to any other remedies WSECO may have under the law or in equity.

19. JURISDICTION, VENUE AND CHOICE OF LAW: At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this Rental shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction. This Rental is controlled by the laws of the State of Idaho.

20. ATTORNEY'S FEES: Customer agrees to pay all costs incurred by WSECO in enforcing this Rental or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

21. WAIVER: Waiver by WSECO of any breach or any provision contained herein does not constitute and is not deemed to be a waiver of any other breach or of any other provision.

22. EQUIPMENT DATA: The equipment may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the equipment performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices. The undersigned represents and warrants that he/she is authorized by the Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer by signing below.

X
CUSTOMER: City Of Ketchum
By: _____
Print Name: _____
Title: _____
Date: _____

WESTERN STATES EQUIPMENT COMPANY
By: *Linda Monette*
Print Name: *Linda Monette*
Title: *Rental Coordinator*
Date: *10-2-18*



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Road Closure for Special Event

Recommendation and Summary

Staff is recommending Council to approve the following road closure for a special event.

Main Street between Sun Valley Road and Second Street

Sun Valley Chamber of Commerce, Nightmare on Main, Oct. 27 from 8 p.m. to Oct. 28 at 1 a.m.

"I move to approve the street closure request for Nightmare on Main."

The reasons for the recommendation are as follows:

- The City of Ketchum supports special events.
- The city has assigned designated and non-designated areas for special events.
- Non-designated street closures require approval by City Council.

Introduction and History

Discussion took place at the March 5 City Council meeting over designated and non-designated locations for street closures and associated costs. Following is a list of designated locations, with a user fee of \$100 per event.

- First Avenue between Sun Valley Road and 4th Street
- First Avenue between Sun Valley Road and 2nd Street
- First Avenue between 5th and 6th Streets
- First Avenue between 1st and River Streets
- 4th Street between Leadville and East Avenues
- Picabo Street between Ritchie Drive and Gates Road
- Washington Avenue between 1st and River Streets

Other areas of the city, non-designated locations, require a user fee of \$500 per event and approval for use of the street by City Council.

Nightmare on Main is a returning event in Ketchum.

Financial Impact

There is no financial impact.



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20273 with Marybeth Bauwens for 200 South Bigwood Drive

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20273 for 200 South Bigwood Drive.

The reasons for the recommendation are as follows:

- Historically, this property has experienced flooding and ice due to inadequate street drainage.
- The proposed improvements will improve existing conditions.
- The property owner will be responsible for maintenance of the improvements.

Introduction and History

The property owner, Marybeth Bauwens is proposing to construct a drainage culver to capture and direct runoff from the street. In the past, runoff has traveled down the driveway and caused flooding and icing.

Analysis

The proposed improvements will significantly improve drainage conditions. The owner and landscape architect have met with city staff to work on this solution. All agree this improvement will help with the drainage issues.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20273

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY ATTORNEY
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20273

THIS AGREEMENT, made and entered into this ____ day of October, 2018, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho, and MARYBETH BAUWENS, (collectively referred to as "Owner"), whose address is PO BOX 857, SUN VALLEY ID 83353.

RECITALS

WHEREAS, Owner is the owner of real property described as 200 South Bigwood Drive ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to install a drainage culvert, and remove and replace driveway pavers and radiant heat. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the Improvements identified in Exhibit "A" within the public rights-of-way on Bigwood Drive adjacent to the real property described as 200 W Bigwood Drive, Ketchum, Idaho, until notified by Ketchum to remove all or a portion of the Improvements.

2. Owner shall be responsible for the maintenance of said Improvements.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum.

Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____

Marybeth Bauwens

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

EXHIBIT "A"



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Acceptance of Grant Award Agreement 20272

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to sign a grant Agreement #20272 with the Idaho Department of Health and Welfare using the following motion:

"I move to approve Agreement #20272 with the Idaho Department of Health and Welfare and authorize the Mayor to sign the Agreement."

The reason for the recommendation is as follows:

- The Ketchum Fire Department applied for a grant to enable the purchase of a video laryngoscope.
- The Idaho Department of Health and Welfare has offered a grant of \$4,500 in response to the application.

Introduction and History

The City of Ketchum Fire Department provides ambulance service in northern Blaine County as a contract provider to the Blaine County Ambulance District. The Department periodically pursues grant funds to provide supplemental equipment.

Analysis

The Ketchum Fire Department anticipates that the equipment will have a total cost of \$8,792 based on recent sales inquiries. The grant funds will provide a portion of that cost.

Financial Impact

The Fire Capital Improvement Fund contains approximately \$472,000 for future capital purchases. The Fire Department's FY 19 budget appropriates \$14,200 for new equipment from the Fire Capital Improvement Fund. The funds required to complete this purchase, approximately \$4,292, are available in the Fire Capital Improvement Fund should Council wish to approve this grant award

Attachment A: Agreement #20272

**STATE OF IDAHO
Department of Health and Welfare
Subgrant**

SUBGRANT NUMBER: HC116200
SUBGRANTEE: KETCHUM FIRE DEPARTMENT
SUBGRANTEE'S FEDERAL I.D. NUMBER: 82600139003
CFDA NUMBER AND TITLE: Dedicated Funds III Grant
DUNS NUMBER: N/A
FAIN/FOA#: N/A

This Subgrant is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **KETCHUM FIRE DEPARTMENT**, hereinafter referred to as the **SUBGRANTEE**. This Subgrant is anticipated to be effective as of **09/01/2018** and will expire on **06/01/2019**.

WITNESSETH: The **DEPARTMENT** enters into this Subgrant pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The **SUBGRANTEE** agrees to undertake performance of this Subgrant under the terms and conditions set forth herein.

The **SUBGRANTEE** agrees to provide, and the **DEPARTMENT** agrees to accept the services detailed in the Scope of Work and generally described as follows:

Emergency Medical Services Dedicated Funds - Equipment

The following Attachments are hereby incorporated by reference and made a part of this Agreement:

Subgrant Terms and Conditions
Scope of Work
Performance Metrics
Cost/Billing Procedure
Memorandum of Subgrant Terms, Conditions, and Security Agreement for Capital Equipment

TOTAL GRANT AMOUNT: \$4,500.00

SUB OBJECT: 769900-OTHER NON-FEDERAL PAYMENTS TO
PROGRAM COST ACCOUNT (PCA): 13317 - VEHICLES & EQUIPMENT-GRANTS III

SUBGRANT MONITOR: Kara Wells

SUBGRANT MANAGER: Wayne Denny

Subgrant Terms and Conditions

1. SUBGRANT EFFECTIVENESS AND RENEWAL. It is understood that this subgrant or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Subgrant or Amendment. Any extension or amendment of this contract shall be in writing, signed by both parties.
2. PERFORMANCE. The failure of the Department to require strict performance of any term or condition of this agreement, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the Department.
3. FISCAL RECORDS. The Subgrantee agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subgrant. These records shall be available for and subject to inspection, review or audit and copying by the Department and other personnel duly authorized by the Department or federal inspectors or auditors at all reasonable times, at either the Subgrantee's principal place of business or upon premises designated by the Department.
4. RECORDS. The Subgrantee shall maintain all records and documents relevant to this subgrant for three (3) years from the date of final payment. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, review, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
5. MONITORING. The Subgrantee shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Subgrantee's provision of services funded by this subgrant.
6. INDEPENDENT CONTRACTOR STATUS. As an independent contractor, Subgrantee is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The Department shall not be responsible for these employee-related benefits and tax items, and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subgrantee's failure to provide or pay such items.
7. CONFIDENTIALITY. The Subgrantee shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Subgrantee with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Subgrantee.
8. PUBLIC RECORDS. Pursuant to Idaho Code Title 74, Chapter 1, as amended during the term of the subgrant, information or documents received from the Subgrantee may be open to public inspection and copying unless they are exempt from disclosure. The Subgrantee shall clearly designate

individual documents as "exempt" and shall indicate the basis for such exemption. The Subgrantee shall indemnify and defend the Department for honoring such a designation. The Subgrantee's failure to designate as exempt any document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release. If the Department receives a request for materials claimed exempt by the Subgrantee, the Subgrantee shall provide the legal defense for such claim.

9. NONDISCRIMINATION. The Subgrantee hereby agrees to provide all services funded through or affected by this subgrant without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
10. HIPAA. The Subgrantee acknowledges that it may have an obligation, independent of this subgrant, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, Subgrantee shall comply with all amendments to the law and federal regulations made during the term of the Subgrant.
11. LOBBYING.
 - a. Influence The Subgrantee certifies that none of the funds provided by this subgrant have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, subgrant, loan or cooperative agreement.
 - b. Standard Form LLL If any funds, other than funds provided by this subgrant, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this subgrant, the Subgrantee shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the Department.
 - c. False Statement The Subgrantee understands that a false statement of this certification may be grounds for rejection or termination of the subgrant, and that their signature upon this 'Standard Subgrant' is a material representation of fact upon which reliance was placed when this subgrant was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.
12. SINGLE AUDIT ACT. The Subgrantee acknowledges that it may have an obligation; independent of this subgrant, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the subgrant may be used to pay for compliance with this act in proportion to other funding sources available to the Subgrantee for the services provided pursuant to the subgrant.
13. TERMINATION FOR CONVENIENCE. The Department or the Subgrantee may cancel this subgrant at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored.

Scope of Work

- I. General Requirements
 - A. The Subgrantee shall comply with the rules, regulations and policies as outlined by the Department of Health and Welfare, Bureau of Emergency Medical Services and Preparedness (Department).
 - B. A five (5) year security interest agreement is attached.

- II. Award
 - A. Account III dedicated grant award from the Department and the fiscal year 2019 (FY19) Emergency Medical Services Advisory Committee (EMSAC) to assist with the purchase of specified Emergency Medical Services (EMS) equipment.

- III. Close Out Process
 - A. The Subgrantee shall comply with instructions from the Department to provide documentation that shows proof of purchase, proof of payment, and the return of all unused grant funds within thirty (30) calendar days of the invoice date or by June 1, 2019, whichever occurs first.

- IV. Security Interest Requirements
 - A. The Department will maintain a five (5) year security interest in the awarded equipment beginning within thirty (30) calendar days of the invoice date or June 1, 2019 whichever occurs first. The equipment is subject to inspection by the Department. The Subgrantee shall maintain comprehensive damage insurance on the awarded equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of the security agreement. In the alternative, the Subgrantee shall have sufficient resources of indemnification or resources to finance the replacement of loss or repair damage to the awarded equipment.
 - B. In the event that the Subgrantee ceases to be licensed as an EMS agency during the five (5) year security interest period, the awarded equipment shall be returned to the Department in working order or functioning according to the equipment's purpose.

- V. Documentation of Training Requirement
 - A. The Subgrantee shall provide proof of operational level training for the specific rescue-extrication equipment for applicable EMS providers within sixty (60) calendar days of the receipt of the applicable equipment.

Performance Metrics

Equipment Invoice.

The Subgrantee shall provide a copy of the Bill of Sale/Invoice(s) and proof of payment for each awarded item. Proof to be received by the Department within thirty (30) calendar days of invoice date or no later than June 1, 2019, whichever occurs first.

Required Level of Expectation:

100%

Method of Monitoring:

Review and approval of Bill of Sale/Invoice(s) and proof of payment.

Strategy for Correcting Non-Compliance:

The Department will work with the Subgrantee to implement a corrective action plan for this requirement to be met. The Subgrantee shall have five (5) business days to identify the issue(s) and shall identify in the corrective action plan how the issue(s) will be resolved.

Funds.

The Subgrantee shall return all unused grant funds to the Department within thirty (30) calendar days of invoice date or no later than June 1, 2019, whichever occurs first.

Required Level of Expectation:

100%

Method of Monitoring:

Review and approval of Bill of Sale/Invoice(s) and proof of payment.

Strategy for Correcting Non-Compliance:

The Department will work with the Subgrantee to implement a corrective action plan for this requirement to be met. The Subgrantee shall have five (5) business days to identify the issue(s) and shall identify in the corrective action plan how the issue(s) will be resolved.

Cost/Billing Procedure

Documentation of Purchase:

The Subgrantee agrees to provide the Department a copy of the Bill of Sale/Invoice(s) and proof of payment for the equipment purchased within contract eligibility dates within thirty (30) calendar days of receipt of equipment or no later than June 1, 2019, whichever occurs first.

Deadline for Return of Funds:

The Subgrantee agrees that all unused grant funds shall be returned to the Department by the Subgrantee in the form of a check payable to the State of Idaho Bureau of Emergency Medical Services and Preparedness within thirty (30) calendar days of receipt of equipment or no later than June 1, 2019, whichever occurs first. All expense and refund calculations are tabulated on a per item basis and not on the total ward amount.

Remit to Address:

Bureau of EMS and Preparedness
2224 Old Penitentiary Road
Boise, ID 83712-8249

**MEMORANDUM OF SUBGRANT TERMS, CONDITIONS,
AND SECURITY AGREEMENT FOR CAPITAL EQUIPMENT**
(hereinafter memorandum)

- I. **SUBGRANT PROVIDER:** State of Idaho, Department of Health and Welfare, Division of Public Health, Bureau of Emergency Medical Services and Preparedness (hereinafter Department).
- II. **SUBGRANT RECIPIENT:** Ketchum Fire Department, a governmental subdivision of the State of Idaho, a non-profit organization established pursuant to the laws of the State of Idaho, or an organization authorized to provide emergency medical services by their respective county commissioners (hereinafter Subgrantee).
- III. **EFFECTIVE DATES:**
 - A. Date of subgrant: 09/01/2018
 - B. Date of termination: 06/01/2019
- IV. **MAXIMUM AMOUNT OF SUBGRANT:** \$4,500.00
- V. **OBJECT OF SUBGRANT:** Purchase of emergency medical services equipment:

<u>Item</u>	<u>Description</u>	<u>Award Amount</u>
3	<i>Video Laryngoscope</i>	<i>\$4,500.00</i>

- VI. **TERMS AND CONDITIONS:**
 - A. The Subgrantee agrees to take possession of the above listed equipment and to use the equipment for the provision of emergency medical care and for this purpose only.
 - B. The Department and the Subgrantee agree that the local agency may sublease or otherwise delegate the use of the equipment to a responsible local operator, but that such a sublease or delegation shall not limit in any way the responsibilities of the local agency or the rights of the Department.
 - C. The Subgrantee agrees that the equipment will be based in the primary geographic response area.
 - D. The Subgrantee agrees that at all times the equipment and the entity using the equipment will meet all of the Idaho Emergency Medical Services standards and comply with all rules of the Department and laws of the State of Idaho.
 - E. The Subgrantee agrees to properly service and maintain the equipment and to keep the equipment in a state of good repair at all times.
 - F. The Subgrantee agrees not to allow any lien or security interest, other than this present memorandum, to be placed on the equipment and the Subgrantee agrees not to assign or attempt to assign any interest in the equipment without the prior written approval of the Department.
 - G. The Subgrantee agrees to maintain comprehensive damage insurance on the awarded equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of the security agreement. The Subgrantee shall name the Department as an additional insured. The Subgrantee shall provide a copy of the endorsement to the policy from the insurer to the Department. In the

alternative, the Subgrantee shall document sufficient resources of indemnification, or resources to finance the replacement of loss or repair damage to the awarded equipment.

- H. The Subgrantee shall repair or replace the equipment within thirty (30) days if it is damaged, stolen, destroyed, or attached, and if new equipment is leased or purchased it shall be substituted for the equipment described in paragraph V of this memorandum.
- I. The Subgrantee agrees to allow the Department to inspect the equipment at any reasonable time and place.

VII. SECURITY AGREEMENT:

- A. The Department and the Subgrantee intend that this memorandum shall create an enforceable security interest in the equipment for a period of five (5 years) beginning within thirty (30) days of the invoice date or June 1, 2019, whichever comes first.
- B. This security agreement shall be an encumbrance on the equipment which secures performance of the Subgrantee's obligations and agreements as expressed in this memorandum.
- C. Pursuant to this security agreement the Subgrantee must comply with all terms and conditions expressed herein. The Subgrantee may not sell the equipment without the prior written consent of the Department and the release of this security interest. If the Subgrantee defaults upon any of the obligations expressed in this memorandum, the Department may commence action to repossess the equipment to satisfy the Department's claim for the full amount of the grant.
- D. In the event that the Subgrantee ceases to be licensed as an EMS agency during the five (5) year security interest period, the awarded equipment shall be returned to the Department in working order or functioning according to the equipment's purpose.
- E. The Department and the Subgrantee intend to incorporate by reference and to be bound by the provisions of Article 9 of the Uniform Commercial Code, as enacted in Idaho Code Title 28, chapter 9, notwithstanding the possible exclusion of the transaction pursuant to Idaho Code 28-9-104.
- F. The security interest created is acknowledged to be a purchase money security interest for the purposes of Idaho Code 28-9-107.
- G. If for any reason the provisions of Idaho Code Title 28, chapter 9 are determined not to apply to this security interest, the intent of the parties is that ownership of the equipment shall remain with the Department.
- H. The Department agrees to release this security interest if the terms of this agreement are substantially complied with for a period of five (5) years.

VIII. GENERAL PROVISIONS:

- A. The Subgrantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subgrantee caused by or arising out of the Subgrantee's performance, act,, or omission of any term of this subgrant. Nothing in this provision shall extend the Subgrantee's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.

- B. Alteration of the terms of this memorandum may be made by a joint memorandum directing the change and signed by both the Department and the Subgrantee.
- C. The failure of the Department to require strict performance of any term or condition of this memorandum shall not be deemed to be a waiver of any subsequent breach or default of any term or condition.



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Agreement 20270 Between the City of Ketchum and Ketchum/Sun Valley Volunteer Association to Transfer the Fire Training Facility to the City of Ketchum

Recommendation and Summary

It is recommended the Council approve Agreement 20270 in order to transfer the sale of the Fire Training Facility to the City of Ketchum and adopt the following motion:

I move to approve Agreement 20270 between the City of Ketchum and the Ketchum/Sun Valley Volunteer Association

The reason for the recommendation are as follows:

- The City Council approved a MOU in March 2018 that established the roles and responsibilities of both parties related to the development and operation of the fire training facility that included transferring ownership of the facility to the City of Ketchum.

Introduction and History

The City and Ketchum/Sun Valley Volunteer Association (KSVVA) agreed to locate a fire training facility at 219 Lewis Street. The facility is now complete and per the terms of the adopted MOU, the facility will be sold to the City of Ketchum for \$1.00.

Analysis

With this transfer, the City will assume the insurance costs for the facility. Through separate agreements, operational and maintenance costs are to be shared by the City of Ketchum, City of Sun Valley and the Ketchum Rural Fire District. As proposed in the MOU, the Fire Chief will manage, schedule and determine appropriate use of the facility.

Financial Impact

According to the KSVVA, the estimated annual operation and maintenance for the facility is approximately \$11,000. The cost to insure the facility is minimal. According to the MOU, the operation and maintenance costs would be shared by the three agencies through separate agreements. The City's portion of the funding will be addressed in the FY 18/19 budget.

**AGREEMENT 20270
PERSONAL PROPERTY TRANSFER AGREEMENT
AND BILL OF SALE**

The Ketchum/ Sun Valley Volunteer Association, Inc. (KSVVA and Transferor) does hereby bargain, sell, and convey unto the City of Ketchum (City and Transferee) all ownership rights, title, and interest in the following personal property and equipment (Property):

- Modular fire training facility and equipment, as more particularly identified on Exhibit A hereto.

The Property is transferred in exchange for consideration of one dollar, as contemplated in the Memorandum of Understanding entered into by the Parties, dated March 19, 2018.

The Property is sold "As Is" and the City accepts the Property in such condition.

Transferor covenants and agrees to warrant and defend the transfer of the above described property unto Transferee and assignees against all persons who claim such property.

DATED this _____ day of October, 2018.

KSVVA:

KETCHUM/ SUN VALLEY VOLUNTEERS
ASSOCIATION, INC., an Idaho nonprofit
corporation

Date

By: Hunter Slater
Its: President

ACCEPTANCE BY CITY:

CITY OF KETCHUM, IDAHO, an Idaho municipal
corporation

Date

By: Neil Bradshaw
Its: Mayor

ATTEST:

Robin Crotty, City Clerk



SUN VALLEY CULINARY INSTITUTE



KETCHUM OVERVIEW

October 2018

BUSINESS VALUE PROPOSITION

Business Solution:

Development of educational programs to attract talent, increase tourism, reduce seasonality & increase diversity

Customer Problem:

Lack of skilled hospitality talent
Limits on non-recreational activities for residents/visitors
Competitive assets vs other resort communities

Product Services

Professional courses for industry
Enthusiasts courses for foodies
Quality events center

Product market/Customers

Regional/national high school graduates/career changers
Community 2nd homeowners & resort guests
National & international food aficionados

Business Model

Not-for-profit public private partnership

Revenue Estimates

\$600k by Year5

Burn Rate/Costs

~\$500k to cashflow breakeven Year 4

Competitors

Metro area culinary academies & cooking schools

Competitive Advantage

Destination resort 2nd homeowners & visitor traffic
Links with regional educational providers
Philanthropic community
Idaho agricultural industry

Marketing Buzz

New national educational model
SV as a local food hub

CORE PROJECT TEAM



CHRIS KOETKE CEC CCE HAAC
CULINARY DEAN

**LAUREATE INTERNATIONAL
UNIVERSITIES AND KENDALL
COLLEGE**

Vice President

WORLDCHefs, FEED THE PLANET

Chairman



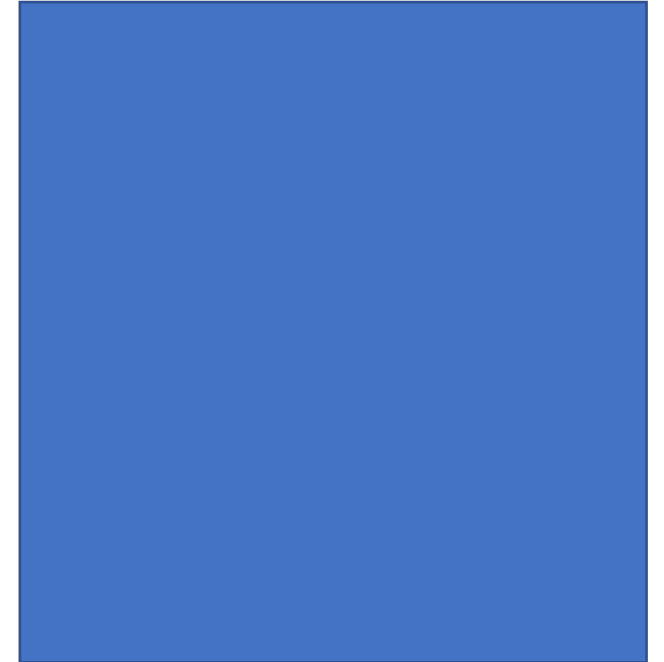
PAUL HINEMAN
INTERIM EXECUTIVE DIRECTOR

NATIONAL RESTAURANT ASSOC.

Executive Vice President

FIRST WATCH RESTAURANTS, INC

Chief Financial Officer



TBD
CULINARY DIRECTOR

**3-4 CANDIDATES
ALREADY IDENTIFIED**

EDUCATIONAL PROGRAMS

Teaching Facility



- Downtown Ketchum location
- State-of-Art kitchen / classrooms
- High-end presentation / event space
- On-site dining facilities
- Liquor license/ Wine cellar
- Logoed retail shop

1

Enthusiast Courses for Locals & Guests

- Evening & week-long cooking classes
- Seasonal courses
- Celebrity chef events
- Wine/cocktail tastings
- New food events

2

Professional Courses

- Classes for entry, novice & expert skill levels
- Technical certificate program for 6-15 students integrated with apprenticeships
- Short-course programs for existing food service professionals
- Custom programs for SV Resort staff & visiting chefs

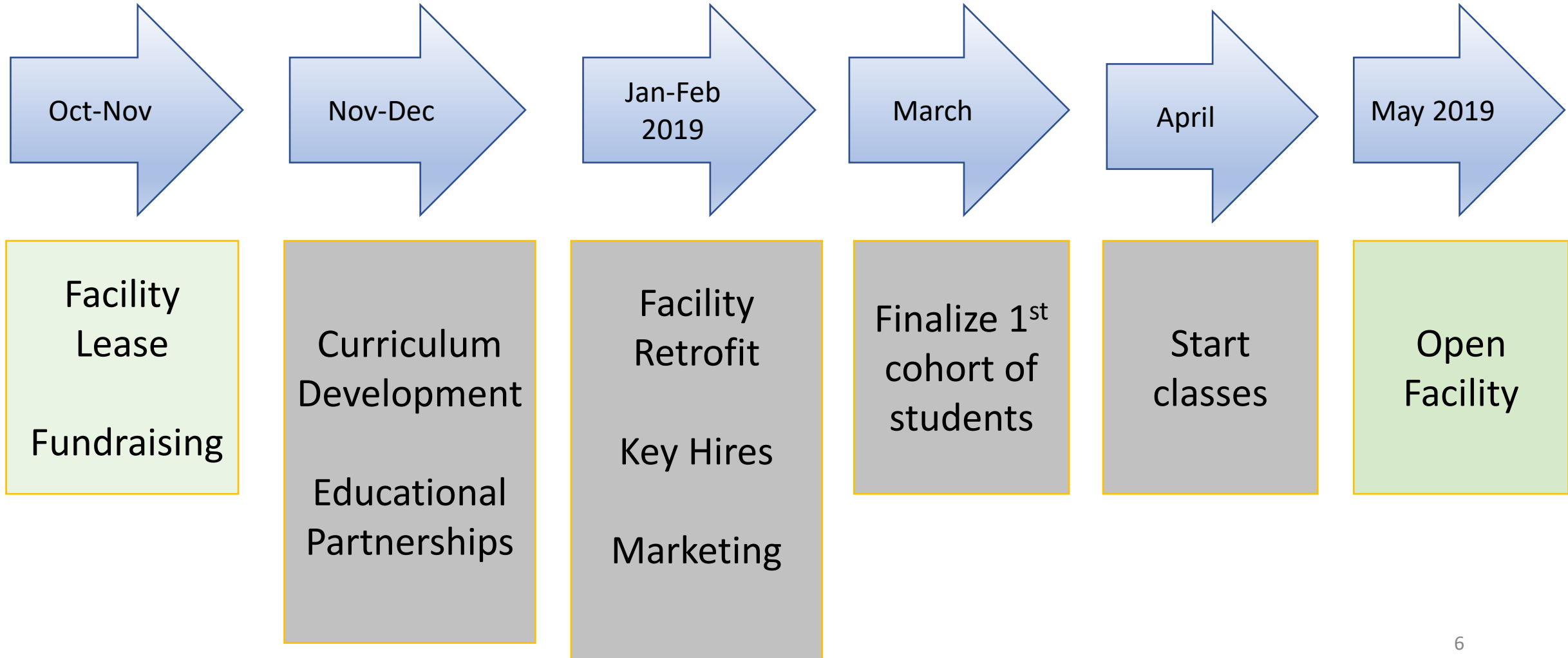
DEDICATED LOCATION



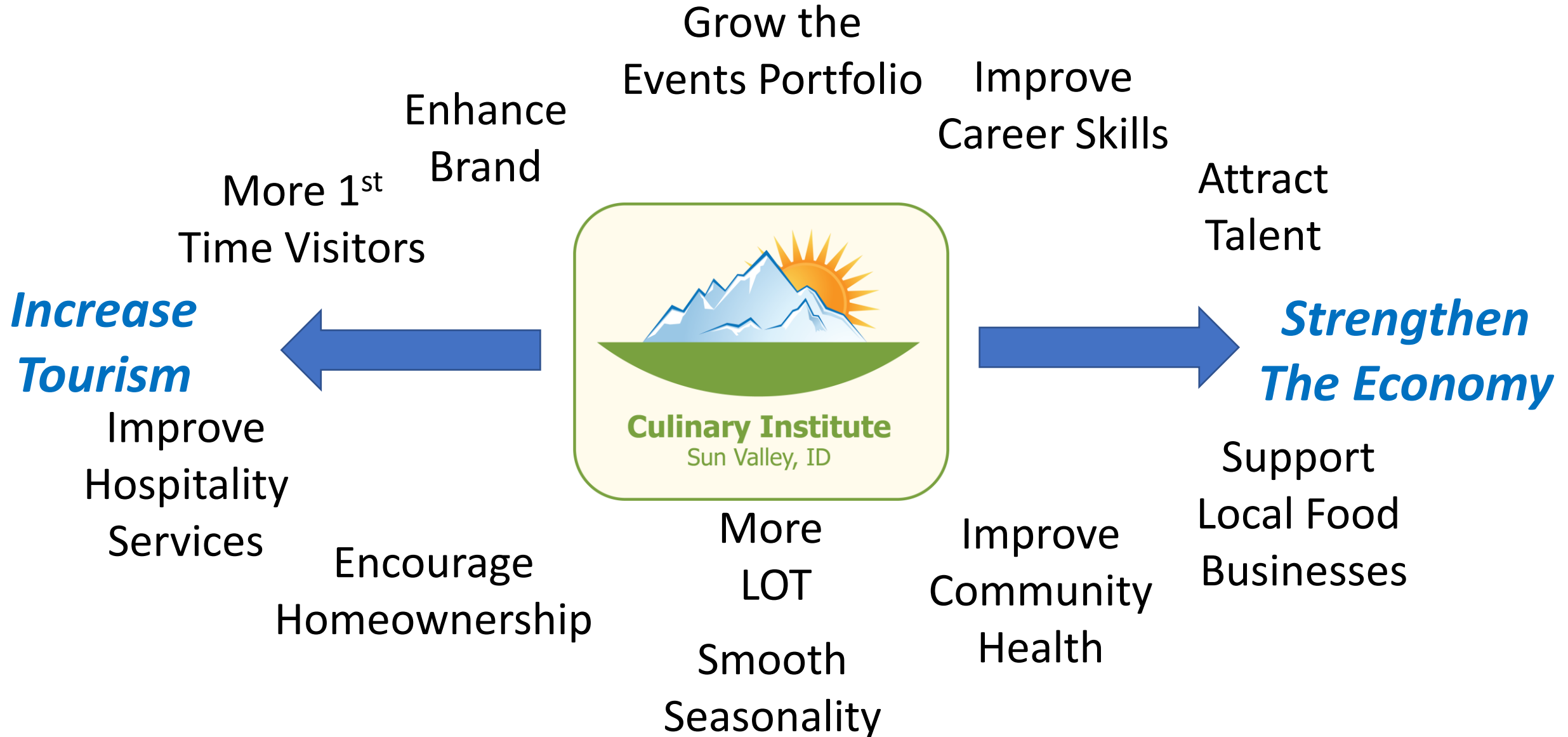
- Former Globus Restaurant in Ketchum core
- 5,700 sf high-quality facility
- Full liquor license
- Multi-year lease with purchase option
- Combination of education & event space



TIMELINE FOR IMPLEMENTATION



COMMUNITY VALUE PROPOSITION



SUMMARY

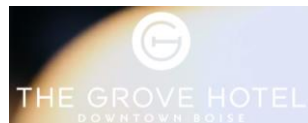
- Experienced Team
- Superb Location
- Innovative Educational Model
- Support of Food Industry
- Minimal Initial Capital
- Partnership with Regional Educators
- Positive Community ROI
- Sustainable Economic Model

POTENTIAL ORGANIZATIONAL PARTNERS

EDUCATORS



HOSPITALITY



LOCAL FOOD



EVENTS



BUSINESS



INDUSTRY

HERSHEY
 KELLOGG
 CHOBANI
 MCCAIN
 MIDDLEBY
 PRO-START

KETCHUM URA REPORT



Sun Valley Economic Development: Action Plan Delivery 3Q 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.	Continued consultation(s) on TRI for Project Media and Skin. TRI closure of Project Vie Valley and Solu. Conversations with 3 professionals about community entry.	Site Visits=0 New TRIs=40 Business Visits =30 Commerce RFI's =2
		Monitor, review & respond as appropriate to all Idaho Department of Commerce RFI's	Responded to RFIs issued by Department of Commerce: 1) Project Redwood – not suitable for area and 2) Project Eagle – lack of suitable infrastructure	
		Design & develop data, promotional materials, and/or activities to use in attracting businesses to the Area	Issuance of 2017 Economic Profiles. “Relocate. Recreate” marketing rack card completed and in production. Collaboration with SIEDO on Mountain Home AFB recruiting. Collaborated with Commerce visit for Tested in Idaho Roadshow. Started Instagram Social media program	
b	Business Retention	Assist existing businesses with expansion by consulting and advising to improve and strengthen operations.	Consultations with local businesses including: Decker, FirstLite and 47 others on critical business issues. Continued Downtown/Main St messaging.	R&E Projects =50 Job Pot. =10 Invest Pot = \$2m
		Monitor & respond to potential business closures by advising to maintain operations.	Consultation with existing companies on future local business prospects (Project Duke and Project Radio)	
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 mentoring and educational programs.	Prof Dev Activities =31
			Other Innovation Projects – Moving Culinary project to implementation. Negotiated and secured Outerbike event for June 2018 with VSV. Continued incubation of 2 potential new events	
			Middle Income Housing –Reviewed Small Residential Unit zoning text amendment with staff, landowners and developers. Finalized “Tenants for Turns” rental housing program. Continued advocacy on MIH projects.	
			Infrastructure/Other – Meetings with Big Sky Chamber.	
d	Organizational Development	Improve the functionality of the organization, staff, fundraising, and other activities that improve capabilities & sustainability.	Community Outreach – 3Q Forum presentation on State of Blaine Economy to 45 community leaders; 4 newsletters issued. Ready for 2018 Summit with 2 keynote speakers.	Prof Dev Activities =31
			Board & Governance –Scheduled meetings of SVED ExCo & Board.	
			Training/Other –Planning for 2018 Strategic Retreat	

*Cumulative counts; based on Idaho Department of Commerce reporting matrix, Fiscal Year Starting July 1, 2018

KETCHUM URA REPORT

Highlights:

- Sun Valley Culinary Institute moving to implementation
- New Outerbike Event secured for June 2019
- New talent attraction program to recruit military leavers
- New SVED social media program launched (please like us!)
- 3Q Forum on E-Commerce delivered
- 2018 Economic Summit ready for delivery



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to accept the Trail Creek Fund, LLC's (Trail Creek) Amended Employee Housing Plan, Site Restoration Plan, and Idaho Power Company Undergrounding Work as meeting the submittal deadlines required of Trail Creek in the June 5, 2018 Amended Development Agreement

Recommendation and Summary

Staff is recommending the council move to adopt the following motion:

Move to accept (1) Trail Creek's October 4, 2018 Amended Employee Housing Plan for 18 employees at 391 First Avenue North, (2) Great American Insurance Group's June 14, 2018 to June 14, 2019 License Bond No. 2416447 in the amount of \$452,928 for Site Restoration consistent with the Clemens Associates August 25, 2018 Restoration Plan, Sheet L-R-1; and (3) Idaho Power's October 8, 2018 State Highway 75 Underground Project update letter as each generally complying with the specified October and December 2018 deadlines specified in Instrument #652281 between Trail Creek/Ketchum.

The reasons for the recommendation are as follows:

- The Amended Employee Housing Plan is consistent with the previously adopted Employee Housing Plan, is in Ketchum's Community Core, the Applicant owns the property, and has represented will be applying to the city for Design Review in November.
- The security instrument for site restoration complies with the terms specified in the June 5, 2018 Amended Development Agreement with the (1) security instrument having been reviewed by the city attorney and the (2) restoration plan and estimates having been verified by the city engineer.
- Staff has reviewed and verified that Owner has initiated and undertaken all steps within their control to pursue and secure the undergrounding work promised in the June 5, 2018 Amended Development Agreement. As documented in the attached letter from Idaho Power, there are some construction items associated with the undergrounding work that will be delayed until June 2019 due to weather concerns. Staff recommends that even though the undergrounding work will not be completed before December 31, 2018, that the Council do accept this as *substantial compliance* of Owner with the requirement of Provision 1-A-1 of the First Amendment to the Amended Development Agreement.

Attachments

- A- June 8, 2018 Amended Development Agreement (Instrument #652281 between Trail Creek/Ketchum)
- B- Trail Creek's October 4, 2018 Amended Employee Housing Plan
- C- Great American Insurance Group's June 14, 2018 to June 14, 2019 License Bond No. 2416447 in the amount of \$452,928 for Site Restoration
- D- Clemens Associates August 25, 2018 Restoration Plan, Sheet L-R-1
- E- Conrad Bros. September 20, 2018 Estimate of Costs (Including 6/4/18 Galena Memo, 9/13/18 Webb Estimate, and 9/12/18 Burks Excavation Estimate)
- F- Idaho Power's October 8, 2018 State Highway 75 Underground Project update letter

Attachment A

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	Instrument # 652281 HAILEY, BLAINE, IDAHO 06-05-2018 8:55:07 AM No. of Pages: 7 Recorded for: BLAINE COUNTY TITLE JOLYNN DRAGE Fee: \$28.00 Ex-Officio Recorder Deputy: JB Electronically Recorded by Simplifile
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(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(City of Ketchum/Trail Creek Fund, LLC, et al.)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the 4 day of June 2018, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 300 River Street East (formerly 200 South Main Street), Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner and City entered into an Amended and Restated Development Agreement, dated October 5, 2015 and recorded in the records of Blaine County, Idaho as Instrument No. 630816 and a Corrected Amendment To Amended and Restated Development Agreement, dated June 21, 2016 and recorded in the records of Blaine County, Idaho on June 22, 2016, as Instrument No. 635897 ("Agreement"); and

WHEREAS, pursuant to the Agreement the City issued Owner a Planned Unit Development Conditional Use Permit ("CUP") to develop and operate a Hotel ("Project") on the Property and a building permit to construct the Project related improvements ("Building Permit") and together with the CUP, the "Entitlements"; and

WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

Electronically Recorded - Do not remove the county stamped first page as it is now incorporated as part of the original instrument

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
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(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(City of Ketchum/Trail Creek Fund, LLC, et al.)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the 4 day of June 2018, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 300 River Street East (formerly 200 South Main Street), Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner and City entered into an Amended and Restated Development Agreement, dated October 5, 2015 and recorded in the records of Blaine County, Idaho as Instrument No. 630816 and a Corrected Amendment To Amended and Restated Development Agreement, dated June 21, 2016 and recorded in the records of Blaine County, Idaho on June 22, 2016, as Instrument No. 635897 ("Agreement"); and

WHEREAS, pursuant to the Agreement the City issued Owner a Planned Unit Development Conditional Use Permit ("CUP") to develop and operate a Hotel ("Project") on the Property and a building permit to construct the Project related improvements ("Building Permit" and together with the CUP, the "Entitlements"); and

WHEREAS, a dispute exists between the Owner and the City regarding the date on which the Building Permit was issued and whether Owner's performance obligations were properly extended by a force majeure event. By this Amendment, the parties desire to settle and compromise their differences, release any claims they have ("Claims") and resolve the disputes between them without litigation.

WHEREAS, Owner has applied for and requested an extension and modification of certain deadlines and requirements in respect to the Entitlements and City is agreeable to certain amendments to address Owner's request and so as to update the Agreement.

Electronic recording of this document is required by the State of Idaho. This document is being recorded electronically. The recording fee is \$15.00 per page. The recording fee is being paid by the City of Ketchum. The recording fee is being paid by the City of Ketchum.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments. The Agreement is amended and supplemented as follows:

A. *Schedule and Certificate of Occupancy*. All references to the requirement to issue a certificate of occupancy for the Project no later than 30 months after issuance of the Building Permit, including those in paragraphs 2, 7 and 14 are deleted and the following substituted therefore:

- (1) Owner, at no cost to the City, shall work with, provide for, and cause Idaho Power Company to initiate and undertake the work required to underground the electrical power poles and electrical and related utility lines along the east side of Highway 75 from Gem Street to River Street as shown on the Work Order documentation and Map as provided by Idaho Power and Owner dated March 27, 2018. Owner and the City agree to cooperate and provide requested reasonable assistance to Idaho Power and its contractors, vendors and employees. Said undergrounding work is to be completed on or before December 31, 2018.
- (2) Owner shall provide and show sufficient evidence to the City of full financing and funding for completing the Hotel Project to the satisfaction of City by September 30, 2019. Owner shall evidence such financing by recording on the Property a deed of trust to secure a construction loan on or before September 30, 2019 and by such other proof of financing reasonably necessary for the satisfaction of the City Council that this condition is met. Owner will not commence additional excavation work on the Property until acceptance and approval of such financing evidence by the City, unless the City Planning and Building Director otherwise grants such permission for good cause upon receipt of a written request from Owner.
- (3) *Site Restoration*. Owner shall submit to City by October 31, 2018 a Site Restoration Plan and security instrument naming City as beneficiary, such as a letter of credit, sufficient to fund such restoration. The Restoration Plan shall:
 - a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;
 - b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent (150%) of the estimated reclamation costs, with such estimate subject to verification and approval by the City;

- c. Be accompanied by a security instrument naming City as beneficiary, with the proposed method and form of such security subject to City review and approval, sufficient to fund the 150% reclamation estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a failure of condition, other breach of the Development Agreement, or abandonment of the Project.
- d. The Site Restoration Plan shall be recorded in the records of Blaine County, Idaho.

In the event Owner fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument. Dates of breach could include, but are not limited to:

- i. November 1, 2018 in the event the Amended Employee Housing Plan is not complete;
 - ii. January 1, 2019 in the event the powerline undergrounding specified is not complete;
 - iii. In the event the Applicant's building permit lapses or is terminated by the City;
 - iv. October 1, 2019 in the event Project financing and funding is not secured to the satisfaction of the City Council by September 30, 2019;
 - v. Date of any other breach or failure of the Development Agreement requirements.
- (4) Owner shall complete the Project and City will issue a certificate of occupancy on or before December 31, 2021.
- (5) Owner shall provide its required Employee Housing and receive a certificate of occupancy for its Employee Housing on or before December 31, 2021.

B. *Construction and Completion Schedule.* The Revised Construction Mitigation Plan referenced in Provision 7 (Construction and Completion Schedule) is amended to conform to the schedule set forth in 1(A), above.

C. *Employee Housing.* Provision 12 of the Agreement regarding an Employee Housing Plan is hereby amended to allow Owner to submit an Amended Employee Housing Plan. The Amended Plan must be submitted to the City by October 31, 2018. The Amended Plan will be subject to review and approval by the City by December 31, 2018. The requirements for the Amended Plan are:

- a. Be generally consistent with the existing Employee Housing Plan and provide for 18 beds;
- b. Any alternate site location must be within the Community Core zoning district of the City;

- c. Provide a schedule and project deadlines, including design review, building permit, start of construction, and Certificate of Occupancy for the Amended Plan concurrent with issuance of a Certificate of Occupancy for the Hotel Project.
- d. The Amended Employee Housing Plan shall be recorded in the records of Blaine County, Idaho.
- e. To provide adequate security, approved as to form by and to the satisfaction of the City, to ensure completion and performance of the Amended Plan.

D. *Power Lines.* Provision 14 (Relocation of Overhead Distribution Power Lines) is deleted, as its purpose is replaced by amendment 1(A)(1) set forth above.

E. *Force Majeure.* Provision 20(b) is replaced as follows:

Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God (fires, explosions, earthquakes, droughts and floods), strikes, lockouts, failure of power or other utility services, moratoria, riots, insurrection, war, terrorism or other reason of a like emergency nature, and specifically excluding economic conditions, which is beyond the reasonable control and not the fault of the party delayed in performing work or doing acts required under this Agreement, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act will be reasonably extended for a period equivalent to the period of such delay. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

2. Release.

A. *Release by Owner.* Owner does hereby fully, finally and forever release and discharge the City and its officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C. below.

B. *Release by City.* The City does hereby fully, finally and forever release and discharge Owner, and its members, shareholders, officers, employees, directors, agents, attorneys, successors and assigns pursuant to the terms set forth in Section 2 C, below.

C. *Terms of Release.* This release includes all the Claims, manner of actions, causes of action, suits, debts, bonds, bills, moneys owed, accounts, covenants, agreements, promises, damages, judgments, claims and demands whatsoever, in law or equity, which are the subject of or arising from the time for performance of Owner's obligations under the Agreement or pursuant to the Entitlements, whether known or unknown, up to the date of this Agreement.

D. *Excluded Claims.* This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or

among the Parties, including the obligations contained in the Agreement, this Amendment or pursuant to the Entitlements.

E. *Disputed Claims.* The facts and ultimate liability of any Party are unclear and disputed. Each of the Parties understands and agrees that this Amendment and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Amendment and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Amendment, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.

F. *Representations and Warranties.* Each of the Parties (i) represents, warrants, and covenants on behalf of himself, herself or itself, that he, she or it has not assigned to any other persons or entities any right to payment in connection with the matters herein settled and released and that he, she or it is fully entitled to enter into this Agreement, and (ii) agrees to the extent permitted by Idaho law to indemnify, defend and hold harmless each other Party from and against any claims based upon or arising in connection with any such prior assignment, transfer, lien, or right by him, her or it or as a result of any breach by him, her or it of his, her or its representatives, warranties or agreements set forth in this Agreement.

G. *Covenant Not to Sue.* The Parties agree not to cause claims to be made in any court or other forum against the other Parties for any matter within the scope of the releases contained herein.

3. General Provisions.

A. *Recitals and Construction.* The City and Owner incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All capitalized terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Agreement.

B. *Conflict with Agreement.* Except as amended by this Amendment, the Agreement remains unchanged and in full force and effect. If there is any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

C. *Effective Date.* This Amendment is effective as of the date on which the last of the City and Owner execute this Amendment. Neither party shall have any rights with respect to this Amendment until both have executed this Amendment.

D. *Owner Representations.* Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, (b) there is no mortgage or deed of trust lien encumbering any portion of the Property, except as previously disclosed to City, and (c) no joinder or approval of another person or entity is required with respect to Owner's

authority to make and execute this Amendment.

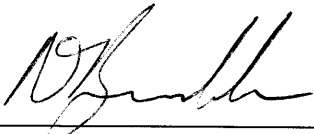
E. *Neutral Interpretation.* City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, this Amendment or any exhibits, attachments and addenda to the Agreement and/or this Amendment.

F. *Counterparts.* This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Amendment to be executed, the same being done after public hearing, notice and statutory requirements having been fulfilled.


"CITY":

CITY OF KETCHUM,
an Idaho municipal corporation

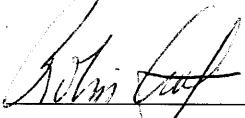
By: 
Neil Bradshaw, Mayor

"OWNER":

TRAIL CREEK FUND, LLC,
a California limited liability company

By: 
Jack E. Bariteau, Jr. as Trustee of The
Jack E. Bariteau, Jr. Separate Property
Trust, as Managing Member of Trail
Creek Fund, LLC'

ATTEST:

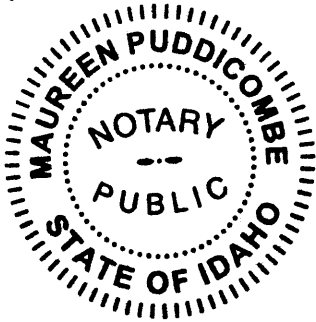

Robin Crotty, City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 5th day of June, 2018, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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



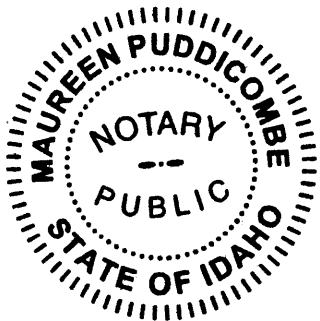
Maureen Puddicombe
Notary Public for the State of Idaho
Residing at 101 Emerald St
My Commission Expires 2-14-24

ACKNOWLEDGEMENT FOR OWNER

STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 5th day of June, 2018, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the trustee of the Jack E. Bariteau Separate Property Trust, the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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



Maureen Puddicombe
Notary Public for the State of Idaho
Residing at 101 Emerald St
My Commission Expires 2-14-24

Attachment B

October 4, 2018

Jack Bariteau, Jr.
Managing Member
Trail Creek Fund, LLC
P. O. Box 84
Sun Valley, Idaho 83353

Mr. John Gaeddert
Planning Director
City of Ketchum
P. O. Box 2315
Ketchum, Idaho 83340

RE: Amended Employee Housing Plan Submittal

Dear John:

Per the terms of the First Amendment to the Amended and Restated Development Agreement as approved by the City Council on June 4, 2018, Paragraph C. of this fully executed and recorded Agreement, requires that an Amended Plan for the Employee Housing Plan be submitted to the City for review and by October 31, 2018 and that the Amended Plan be reviewed and approved by the City Council by December 31, 2018. The Amended Plan as delineated in Exhibit "B" of the approved Employee Housing Plan has not effectively changed other than as noted below to those "following elements" that "shall be required in the Employee Housing Plan." The original Employee Housing Plan was approved by the City Council and then memorialized in the Corrected Amendment To The Amended and Restated Development Agreement along with Exhibit B to the Amended Agreement as executed by the City of Ketchum and Trail Creek Fund, LLC and recorded on April 22, 2016 in the records of Blaine County. The approved Corrected Amendment included the following elements which I have delineated below and noted changes in language to each element where appropriate:

- a) Provide salary/hourly wages for the various income categories of employees.

The salary and hourly wage information provided to the City remains substantially the same and runs consistent with the opinions we have received from multiple hotel management entities that we have been in negotiations with over the last 18 month to manage and operate the hotel upon completion.

- b) The expected number of each level of employee that is intended to be served by the employee housing units.

No change.

- c) Which employee category will be served by which type/size units .

No change.

- d) Provide information on anticipated rental rates or subsidized and /or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.

The only potential change here would be in the method of how the rental housing is provided whether through an overall salary package by the hotel management entity or directly rented to each employee by the development ownership of which the employee housing units will be a part. This project will be developed at 391 First Avenue North in downtown Ketchum subject to receipt of approvals for this project by the City of Ketchum.

- e) Establishment of maximum occupancy per unit type (i.e. 1 person per bedroom per 1 bedroom unit; 2 persons per 2 bedroom units.

No change.

- f) Location of units to be within Ketchum City limits.

The apartments will now be located at property that was acquired on October 1, 2018 for the purposes of constructing a mixed use project to contain the employee housing; office and related retail space and for sale penthouse residences with underground parking for approximately 34 vehicles. The subject property acquired on October 1, 2018 (by my personal separate property Trust) is located at 391 First Avenue North is located within the Community Core zoning district as required by the June 4th City Council approval. The project envisioned for this 16,500 square foot site will be developed by my Trust or a limited liability company to be formed specifically for this purpose.

- g) Provide a matrix on breakdowns of the different types of units (1 bedroom; square footage; total number of units; anticipated rent, etc.).

The only potential difference in how the units will be delivered to the employees as described in Paragraph d) above.

- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full time; secondly to seasonal employees; and third to persons that verified to be working in the City of Ketchum.

No change.

- i) What units will be available and how will the pool of available units be determined.

All employee housing units will now be available at the same time as the hotel is completed and opened for business or not later than December 31, 2021.

- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full time status required for employees to qualify for the employee housing and what constitutes full time status.

No change here other than that the hotel brand operator and manager will not necessarily be Auberge Resorts Collection and could be in fact alternatively be one of several hotel management entities that we are discussing with at this time.

- k) How will overflow of demand of units be handled; will there be a priority system.

No change.

- l) Provide information on housing families (with children) and/or married couples.

No change.

As to the balance of conditions and elements within Exhibit B, all of the descriptions provided therein related to the balance of the original Employee Housing Plan document are still consistent with our commitment to construct this employee housing as a condition of the original Development Agreement for the hotel project. There are no changes to the responses in this part of the Employee Housing Plan as approved and provided in my April 5, 2016 letter to the then acting Planning Director, Micah Austin.

Furthermore, this Amended Plan document herein other than where changes are noted above is consistent with the existing and prior approved Employee Housing Plan and provides for 18 beds. The location of the employee housing as noted above will be within a mixed use building to be designed and subsequently reviewed and approved by the City of Ketchum. This project will be located on property located at 391 First Avenue North and replaces the property originally identified in the original Employee Housing Plan at the northeast corner of Sixth Street and First Avenue which was sold in May of 2018 to a Portland based apartment developer. This acquisition satisfies the requirement that "Any alternate site location must be within the Community Core zoning district of the City."

The project to be developed at 391 First Avenue North is now undergoing preliminary concept design and it is the goal of my Trust ownership now that the property has been acquired to submit plans for the project to your department prior to the end of November to commence the formal Design Review process. Once application is made, it is anticipated that the formal review and approval process should proceed within a reasonable time frame but that timing

will be ultimately dictated by the City scheduling the requisite public hearings. Assuming that this process takes no longer than 90 to 120 days to complete, the project will then move into the full architectural and structural design phase for submission for building permit review and issuance. The building concept plans that I have shared with you previously will now explore several overall design options based on how the building height is to be measured at this location under the current City ordinance for determination of overall building height. You and I have discussed this matter at the site previously and as a result of this site visit, we will be presenting two building concepts for consideration.

The first will show the benefits of creating more workforce non-subsidized rental or for sale market rate small single level condominium housing units on the site in addition to what is required under the original approved Employee Housing Plan for the hotel. This will require that the City deliberate and make the determination that the height of this concept design can be measured from the top of the concrete retaining wall that has been in place at the property's northwest corner for multiple decades. At a time when the need for workforce housing is at crisis levels, I believe that the City should look seriously at every opportunity it may have by being flexible in its approach to creating more density wherever possible even if it requires special consideration by the City Council of how the building height should be measured at this particular location.

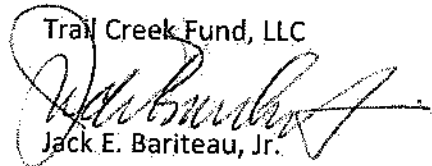
The second concept plan will illustrate conformance with the building height being measured from the bottom of the retaining wall and its resultant reduced opportunity for workforce housing. Both schemes will include a full underground parking garage for all uses within the proposed building schemes. It is imperative in my opinion that failing to provide on site covered parking for the hotel employee apartments as well as the other uses within this mixed use building proposal will significantly weaken the hotel's ability to successfully recruit and attract its future employee workforce.

While the cost of constructing the underground garage is expensive and not a fully recoverable cost to offer for the convenience, protection and security that it provides to each vehicle owner residing in the building, there is the opportunity, however, to add market rate rental or for sale smaller condominium units or apartments above the employee housing to be located on floors one and two. This would potentially add multiple more workforce targeted housing units to the hotel employee apartments that will be illustrated in both design schemes. We believe that there are other examples within the downtown where building height measurements have been approved by the City in special locations given the variable topographic changes on these properties that were ameliorated by the installation of retaining walls well prior to these properties redevelopment. This topic deserves serious consideration and evaluation by the City as one possible way of creating more workforce housing within the City core.

Please let me know if you have any questions on the outline as provided for above and the submittal of this Amended Employee Housing Plan to you for City Council discussion and approval. I will be at the upcoming scheduled public hearing on October 15, 2018 to answer any questions that the City Council or staff may have at that time.

Sincerely,

Trail Creek Fund, LLC

A handwritten signature in black ink, appearing to read "Jack E. Bariteau, Jr.", written over the printed name.

Jack E. Bariteau, Jr.
Managing Member

CC: Ed Lawson

Attachment C



Bond No. 2416447

License Bond

KNOW ALL MEN BY THESE PRESENTS that we, Trail Creek Fund, LLC
_____ as Principal,
and **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio,
as Surety, are held and firmly bound unto City of Ketchum _____ as Obligee,
in the sum of Four Hundred Fifty Two Thousand Nine Hundred Twenty Eight Dollars and 00/100
Dollars (\$ 452,928.00), lawful money of the United States of America, to be paid unto the said
Obligee or its successors; for which payment, well and truly to be made and done, we bind ourselves, our
successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated June 14 _____, 2018 .

WHEREAS, the said Principal now has or will be granted a license or permit to engage in the business of
Site Improvements and backfilling to existing grades in conjunction with restoration plan with
seeding and irrigation
in the City of Ketchum

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully comply with all
laws, ordinances, rules and regulations pertaining to such License and Permit and shall indemnify and save
harmless the Obligee from all loss or damage that the Obligee shall suffer by reason of the said Principal's failure to
comply with said laws, ordinances, rules and regulations, then this obligation to be void; otherwise to remain in full
force and effect.

PROVIDED, that the Surety may terminate its liability hereunder at any time by giving thirty (30) days written notice
of such termination sent through the United States mail to the Obligee.

The term of this bond shall be from June 14, 2018 _____ to June 14, 2019 _____
but may be continued on a year to year basis by continuation certificate at the option of the Surety.

Trail Creek Fund, LLC

Principal

GREAT AMERICAN INSURANCE COMPANY

By: _____

By: Terri Strawhand
Terri Strawhand, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 20818

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK C. BUNDY	ALL OF	ALL
TERRI STRAWHAND	VIRGINIA BEACH, VIRGINIA	\$100,000,000
TAMMY A. WARD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of SEPTEMBER, 2016
Attest
GREAT AMERICAN INSURANCE COMPANY



Mark C. Bundy
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 12TH day of SEPTEMBER, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

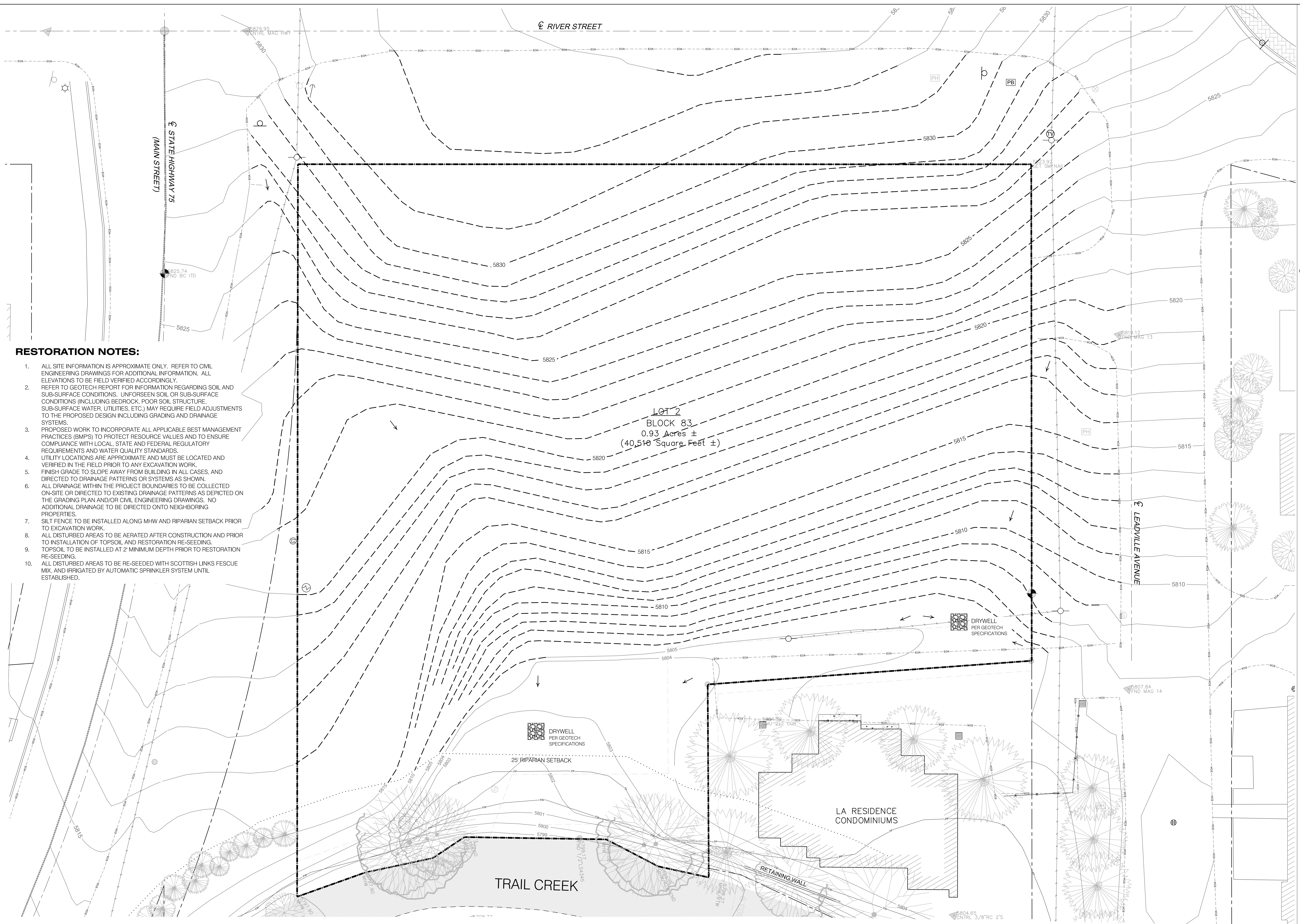
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, 2016



Mark C. Bundy
Assistant Secretary

Attachment D

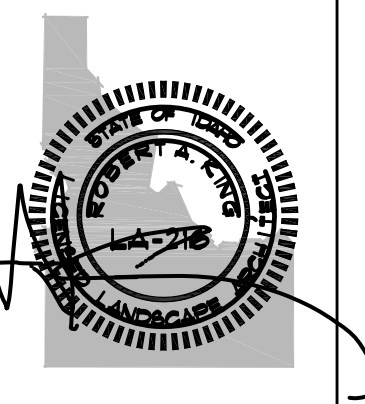


RESTORATION NOTES:

1. ALL SITE INFORMATION IS APPROXIMATE ONLY. REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION. ALL ELEVATIONS TO BE FIELD VERIFIED ACCORDINGLY.
2. REFER TO GEOTECH REPORT FOR INFORMATION REGARDING SOIL AND SUB-SURFACE CONDITIONS. UNFORSEEN SOIL OR SUB-SURFACE CONDITIONS (INCLUDING BEDROCK, POOR SOIL STRUCTURE, SUB-SURFACE WATER, UTILITIES, ETC.) MAY REQUIRE FIELD ADJUSTMENTS TO THE PROPOSED DESIGN INCLUDING GRADING AND DRAINAGE SYSTEMS.
3. PROPOSED WORK TO INCORPORATE ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMPs) TO PROTECT RESOURCE VALUES AND TO ENSURE COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS AND WATER QUALITY STANDARDS.
4. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
5. FINISH GRADE TO SLOPE AWAY FROM BUILDING IN ALL CASES, AND DIRECTED TO DRAINAGE PATTERNS OR SYSTEMS AS SHOWN.
6. ALL DRAINAGE WITHIN THE PROJECT BOUNDARIES TO BE COLLECTED ON-SITE OR DIRECTED TO EXISTING DRAINAGE PATTERNS AS DEPICTED ON THE GRADING PLAN AND/OR CIVIL ENGINEERING DRAWINGS. NO ADDITIONAL DRAINAGE TO BE DIRECTED ONTO NEIGHBORING PROPERTIES.
7. SILT FENCE TO BE INSTALLED ALONG MHW AND RIPARIAN SETBACK PRIOR TO EXCAVATION WORK.
8. ALL DISTURBED AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF TOPSOIL AND RESTORATION RE-SEEDING.
9. TOPSOIL TO BE INSTALLED AT 2' MINIMUM DEPTH PRIOR TO RESTORATION RE-SEEDING.
10. ALL DISTURBED AREAS TO BE RE-SEEDING WITH SCOTTISH LINKS FESCUE MIX, AND IRRIGATED BY AUTOMATIC SPRINKLER SYSTEM UNTIL ESTABLISHED.

RESTORATION PLAN
SCALE: 1" = 10' - 0"

OWNERSHIP OF DOCUMENTS: THE ELECTRONIC DOCUMENT AND THE CONTENTS CONTAINED THEREON (I.E. DESIGNS, CONCEPTS, AND GRAPHIC SYMBOLS) ARE THE PROPERTY OF CLEMENS ASSOCIATES LLC, AND SHALL NOT BE USED IN WHOLE OR IN PART, BY ANY OTHER PERSON OR PERSONS WITHOUT THE WRITTEN AUTHORIZATION OF CLEMENS ASSOCIATES LLC.



AUBERGE RESORT SUN VALLEY
LOT 2, BLOCK 83
KETCHUM, IDAHO

DATE: 08/25/2018

Attachment E



Job Name: TCF, LLC
Project Description: TCF Site Restoration
Date: 9.20.18

	Estimated Costs						Notes	
	Qty.	Unit	Material	Labor	Subs	Others		Total
Division 1- General Conditions								
01034 Permitting						\$ -	\$ -	N/A
01040 Project Manager				\$ 1,500.00		\$ -	\$ 1,500.00	
01072 Legal							\$ -	By Owner
Total Division 1- General Conditions					\$ -		\$ 1,500.00	
Division 2- Sitework								
Backfill and Grading of Site					\$ 242,000.00		\$ 242,000.00	Per Plan and Galena Elevations Document
Remove Barricades					\$ 3,500.00		\$ 3,500.00	
Top Soil					\$ 19,000.00		\$ 19,000.00	500 Tons
02025 Utilities- Service					\$ -		\$ -	N/A
02800 Landscaping					\$ -		\$ -	
Clean Up, Seeding, Irrigation					\$ 34,452.00		\$ 34,452.00	Temp Irrigation
Total Division 2- Sitework							\$ -	
Subtotal							\$ 301,952.00	
Fees							\$ -	0%
Contingency								3%
Total Estimate							\$ 301,952.00	
150% Valuation							\$ 452,928.00	

GALENA ENGINEERING, INC.

CIVIL ENGINEERING & LAND SURVEYING

MEMO

DATE: June 4, 2018
TO: Trail Creek Fund, LLC
FROM: Samantha Stahlnecker, P.E.
Galena Engineering
RE: Site Embankment Opinion of Probable Construction Cost

Galena Engineering has prepared an opinion of probable cost to fill the existing foundation excavation at 200 S Main Street (Ketchum Replat Block 83, Lot 2). This estimate includes approximate construction costs to import, place, and compact fill material at a constant slope from River Street south to the southern property boundary.

Galena Engineering utilized LIDAR data collected by Quantum Spatial for Blaine County, Idaho in the fall of 2017 to approximate the existing conditions on site. Grading limits were defined at the approximate property boundary and an average ground slope of 15% was modeled over the site as the proposed embankment finish ground elevation. Galena Engineering approximates the in-place, compacted embankment quantity to be 11,000 CY.

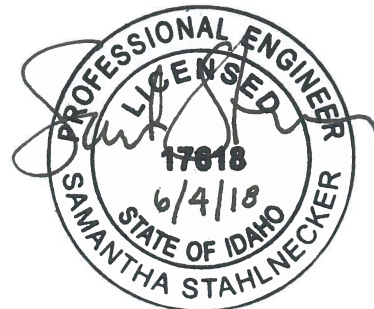
Based upon feedback from local contractors given the site's proximity to Ohio Gulch and the large quantity of material required, Galena Engineering estimates the unit cost per CY of embankment to be \$22.

It is Galena Engineering's opinion that the total estimated cost to fill the existing foundation excavation is approximately \$242,000.

Please contact me with any questions regarding the assumptions made to prepare this opinion of probable cost.

Sincerely,

Samantha Stahlnecker, P.E.



Webb Landscape, Inc.
 162 Glendale Rd
 Bellevue, ID 83313



Office: 208-726-4927
 Fax: 208-726-4767
 www.webbland.com

ESTIMATE

To: **Rob King**
 Address:
 Billing Info:

Date: September 13, 2018
 Phone:
 Email:

Re: **Auberge Resort Restoration**

108 MOBILIZATION/DELIVERY FEES:

8 Hours Labor, Supervisor

subtotal 492.00

500's IRRIGATION INSTALLED:

- *Assumes irrigation POC will be drawn from La Residence Condo's
- *Assumes appropriate GPM and Pressure to accomadate needs
- *Assumes Existing controller will be able to accommodate zone requirements
- *Assumes irrigation to be above ground and temporary
- *Includes time for removal of system after establishment

10 Hours Labor, Technician
 320 Hours Labor
 16 Hours Trackhoe
 300 Linear Feet 18/6 Multi Wire
 13 1-1/2" Automatic PGA Valve Assembly
 300 Linear Feet Of 2" Poly Mainline
 1400 Linear Feet Of 1.5" Poly Lateral Lines
 1 Miscellaneous Fittings for Mainline & Lateral Assembly
 58 Rainbird 5006 SAM/PRS Rotors Assembly

subtotal 22,620.00

607 HYDROSEED INSTALLED:

- *Assumes excavtion contractor leaves area prepped for seed

40510 Square Feet Hydroseed, Roadside Mix

subtotal 10,533.00

113 SANITARY FACILITIES

Porta-Potty- Week
 1 Porta-Potty- Month

subtotal 119.00

114 FINISH WORK & CLEAN UP

6 Hours Labor
 2 Hours Loader/Trackhoe
 1 Trash Haul- 12 cubic yards per haul

subtotal 688.00

Thank You,
 Cooper Hayes
 Project Manager

JOB TOTAL, ESTIMATED: \$ 34,452.00

To: Rob King

Date: September 13, 2018

Re: Auberge Resort Restoration

JOB TOTAL, ESTIMATED: \$ 34,452.00

WEBB LANDSCAPE CONTRACT:

OUR COMMITMENT:

- ▶ Webb maintains the integrity of our brand through accountability for our projects with an emphasis on quality, efficiency, industry best practices, and a mindful stewardship of environmental conservation.
- ▶ Webb is committed to our client relationships. We will not be party to dishonesty, distortion, or the misrepresentation of our brand. We stand behind our work and our dedication to customer satisfaction.
- ▶ Webb insures that our work is constructed of the highest quality materials and is completed in a professional and timely manner in accordance with the highest industry standard.
- ▶ Webb maintains a positive working relationships with every client by providing the highest level of comprehensive, year round service while sustaining the long term value for your property.

GUARANTEES & INCLUSIONS:

- ▶ 3 weeks of lawn mowing on new sod installations
- ▶ One turf fertilization for all new sod and hydroseed installations

GENERAL TERMS & POLICIES:

- ▶ Prices reflect the 2018 work season
- ▶ Winter weather conditions may increase costs.
- ▶ This is a cost estimate based on information and/or plans provided to Webb.
- ▶ Any engineering, permitting or subcontracted work not listed on this estimate is considered the responsibility of the contracting party
- ▶ Estimates are subject to change or cancellation after the end of the current growing season
- ▶ Final costs may vary according to on site changes and actual quantities installed.
- ▶ Final billing shall be imposed upon actual quantities used and labor to install.
- ▶ **Additional costs may be incurred to relieve soil compaction associated with construction traffic as needed.**
- ▶ **Change orders will be given as an estimate that must be agreed upon prior to change work commencing.**
- ▶ **A deposit of one-third the estimate total is due prior to the start of the project. Invoicing will be submitted, on a monthly basis as work progresses.**
- ▶ **A 1.5% monthly finance charge shall be imposed on any portion of account not paid within 30 days of each billing.**

ACCEPTANCE:

The pricing, specifications and conditions are satisfactory and accepted.
 Webb Landscape, Inc. is hereby authorized to perform the work as specified.
 Payments shall be made as outlined above.

Responsible Party

Date



640 CD Olena Drive, Hailey, Idaho 83333 (208)720-2154

To: Conrad Brothers Construction	Contact: Paul Conrad Phone: 208-726-3830 e-mail: paul@conradbrothersconstruction.com
Project: Auberge Hotel Location: Main Street, Ketchum, Idaho	Bid Date: September 12, 2018 Start Date: TBD

Burks Excavation Corp of Idaho is pleased to provide our estimate for the placement of topsoil on site after the hole has been filled or partially filled.

Description	Quantity	Rate	Total
Furnish and place 500 tons of topsoil at \$36.00 per ton.	500	\$38.00	\$19,000.00
Subtotal for items above			\$19,000.00

Please note; we do not include any import or export or work except as stated above. Please review the above pricing and should you have questions or need additional information and/or breakdown; please call so we can discuss.

We thank you for your continued business; we look forward to completing this opportunity. Please let us know how we can help you further.

Sincerely,

Chuck Erwin
Burks Excavation Corporation of Idaho
Phone: 208-720-0858
chuckerwinn@gmail.com

Attachment F

October 8, 2018

Mayor Neil Bradshaw
City of Ketchum
480 East Ave. North
Ketchum, ID 83340

Subject: Auberge Hotel Underground Project (Trail Creek Fund LLC)

Mayor Bradshaw:

Idaho Power very much appreciated providing you an update on the undergrounding of the distribution line in front of the proposed Auberge Hotel. The developer of Trail Creek Fund LLC, Jack Bariteau, has fulfilled his obligation by making full payment for the project in June 2018. Idaho Power has been diligently working on commencing construction for the project.

On September 18, 2018, our contractor started staging equipment and materials to complete the underground conduit and splice boxes necessary to relocate the overhead line to underground. This work will also include any pavement and trenching repair resulting from construction activities. To date, we believe the contractor is about 20 percent complete. Idaho Power anticipates this work will be completed by December 2018. Due to winter weather, the remaining portion of the project, pulling and terminating the conductor (wire) and removal of the existing overhead line, will be deferred.

Idaho Power will competitively bid the remaining portion of the project this fall and be ready to start the final phase as soon as the appropriate permits are received in the Spring. This is contingent on snowmelt and the ambient temperatures necessary to complete the work. We anticipate all work will be completed by late-June 2019.

Idaho Power appreciates your patience and support on this project. If there is any additional information you need, please feel free to contact me at (208) 736-3473 or Cyndi Bradshaw in our Hailey office at (208) 788-8002.

Sincerely,



Ryan N. Adelman, PE
Idaho Power Company
Regional Manager, South-East Region

cc: Suzanne Frick, Ketchum City Administrator (email)
Dan Olmstead, Idaho Power Company, Community Relations Representative (email)
Jori Tate, Idaho Power Company, Area Manager (email)
Cyndi Bradshaw, Idaho Power Company, Senior Distribution Designer (email)



City of Ketchum

October 15, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to discuss amending the Ketch PDX exceedance and housing fund contribution agreements to change the term of the agreement from *in perpetuity* to not less than twenty-five (25) years

Recommendation and Summary

Staff is recommending the council review, discuss, and adopt the following motion:

Move to authorize Mayor Bradshaw to sign the Ketch Exceedance and Housing Fund Contribution Agreements consistent with the previously approved agreements approved by the Council with an additional amendment that the term may be changed from “*in perpetuity*” to “not less than twenty-five (25) years”

The reasons for the recommendation include:

- The proposal continues to provide deed restricted housing that is compatible with the general goals of the city comprehensive plan and key parameters related to: 1) affordability (AMI of 3); 2) management (BCHA); 3) number and size of units; and 4) housing term (25 years).
- Ketchum Municipal Code, including §15.12.030.C.3, recognizes periods of not less than twenty five (25) years as an acceptable long term commitment that can also be found in other affordable housing programs.

Financial Impact

Yes. On August 6th and 20th, 2018 the city authorized \$209,486 (\$175,406 and \$34,080) towards additional community housing units and off-setting impact fees for the three affordable units within the 18-unit Ketch PDX rental apartment project.



Dear Mayor Bradshaw and the City of Ketchum City Council,

Thank you Mayor Bradshaw for taking the time to meet with us recently regarding the resilience workshops in Blaine County. Ketchum has been a leader in quality of place and we see the City's role as being critical to this conversation.

We are writing to request \$2,500 in funding to support a workshop series to identify the greatest risks and opportunities related to the economic, societal and environmental changes affecting Blaine County, and develop a path forward with concrete implementable actions.

The Big Wood River basin has been identified as one of two first sets of local workshops to identify risks and opportunities to create a collaborative and solutions-based dialogue among attendees, resulting in clear pathways for implementable actions.

Sun Valley Institute in collaboration with Warm Springs Consulting LLC (WSC) is leading this project and has established relationships with other NGOs, citizens, and key local businesses within Blaine County and throughout Idaho.

I have attached a sponsorship packet for you to review. If you have any questions, please do not hesitate to contact us. Thank you for your time and consideration.

Aimée Christensen, Founder & Executive Director
Sun Valley Institute
www.sunvalleyinstitute.org
208-721-8619
aimee@sunvalleyinstitute.org

Amber Bieg, Partner
Warm Springs Consulting LLC
www.warmspringsconsulting.com
415-601-3279
amber@warnspringsconsulting.com



Nov-Feb
2018/19

Blaine County Community Resilience: Economic Risks and Opportunities

Sponsorship Information



Goal

To identify the greatest risks and opportunities related to the economic, societal and environmental changes affecting Blaine County, and develop a path forward with concrete implementable actions.

Outcomes

Outcomes from the workshop series include:

- Increase community resilience to a changing world
- Prioritize actionable solutions and create clear implementation roadmaps that:
 - Develop timelines, partners, and leadership
 - Identify barriers
 - Identify resources and references
- Build public and private sector collaboration for two to four community projects

Audiences

- Business community
- Non-profit leaders
- Policy-makers
- Academia
- Educators

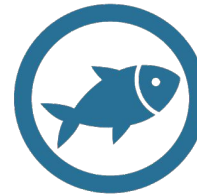
Sectors

Break-out Group Sectors:

Agriculture & Range



Forestry



Recreation
& Tourism



Energy,
Transportation, &
Built Environment



Community Health &
Human Services

Collaborators

- County, City, Local, State, & Federal Agencies and Leaders
- Community and Professional Associations
- Research & Resource Institutions
- Tribal Nations
- Idaho Business Leaders
- Chamber & Economic Development Associations

Workshop Series Format

- **Fundraising**
- **Pre-Workshop Interviews**
- **Pre-Workshop Information Packet**
- **1st Week Dec: Initial Scenario Planning Workshop**
 - Plenary Presentations
 - Scenario Planning Workshop
 - Sector Breakout Group Presentations
 - Sector Breakout Group Scenario Planning
- **Early Feb: Resilience Solutions Workshop**
 - Plenary Presentations
 - Human Centered Design (HCD) Solutions Development Workshop
 - Sector Breakout Group Presentations
 - Sector Breakout Group HCD Solutions Development
- ***Early March: Solutions Workshop - Community Charrettes**
 - Plenary Presentations
 - HCD Solutions Refinement Workshop
 - Sector Breakout Group HCD Solutions Refinement
 - Plenary Charrettes
- **Final Report**

***Included if enough
funding secured.**

Outreach and Marketing

The marketing and outreach for the workshops will incorporate the following:

- **Fundraising and collaborating with workshop stakeholders, and conducting interviews** will create buy-in, promotion and engagement in the workshops
- **Direct marketing** to the stakeholder database and potential partners
- **Social media** and web discussions
- **Earned media** and media partners to conduct interviews, and promote the workshop series
- **Sponsor recognition** in fundraising materials, at the workshops, and in the final report

Timeline

Fundraising

Identify Key Stakeholders

Identify Interviewees

Late Nov: Initial Scenario Planning Workshop

Final Solutions Report



Interviews

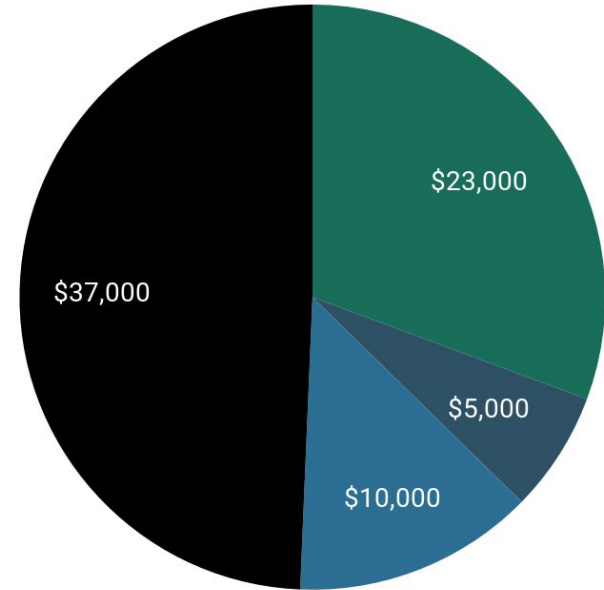
Distribute Information Packet

Early Jan: Resilience Solutions Workshop

Budget and Funding

The Workshop Series budget is approximately \$75,000, including in-kind services. As of August 2018, founding sponsors have committed \$38,000 in seed funding.

● Blaine County ● IWRRRI ● In Kind Commitments ● Needed



For more information about sponsoring,*
contact Aimee Christensen at aimee@sunvalleyinstitutue.org
or (208) 721-8619

**Sponsorship payments can be charitable contributions. Notify Aimee if you would like this to be an option.*

Sponsorship Opportunities

Contribution Level	Benefits
Platinum Sponsor \$5,000+	<ul style="list-style-type: none">- Logo and name on printed materials and press releases- Name mention, logo placement and possible interview with earned media- Seat on advisory committee
Gold Sponsor \$4,999 to \$1,000	<ul style="list-style-type: none">- Logo and name on printed materials and press releases- Seat on advisory committee
Silver Sponsor \$999 to \$500	<ul style="list-style-type: none">- Name on printed materials
In-kind	<ul style="list-style-type: none">- Benefits correlate with value of in-kind donation

Current Sponsors

Platinum Level Sponsors



Gold and Silver Level Sponsors