



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, September 15, 2014, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
3. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
4. PUBLIC HEARINGS.
 - a. Ordinance 1121: Amending the annual appropriation ordinance for fiscal year 2013-14 – Sandra Cady, City Treasurer/Clerk.
 - b. Resolution 14-019: Establishing an increase of fees from the Parks & Recreation Department including park reservations, special event license applications, youth program fees, adult recreation user fees, tree permits and tree removal applications and memorial donation installations – Jen Smith, Director of Parks and Recreation.
5. AGREEMENTS AND CONTRACTS.
 - a. Contract for services with the Animal Shelter of the Wood River Valley – Dave Kassner, Police Chief.
 - b. Contract for services with Blaine County for law enforcement services – Dave Kassner, Police Chief.
 - c. Change order approval request for additional environmental assessment work related to the Ketchum Recreation and Public Purposes Proposal – Jen Smith, Director of Parks and Recreation.
 - d. Extension of Assignment Lease agreement with The Community Library Association, Inc. for use of the Forest Service Park buildings for a Sun Valley Museum of History – Jen Smith, Director of Parks and Recreation.
6. ORDINANCES AND RESOLUTIONS.
 - a. Ordinance No. 1120, Approving Amendments to Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings – Rebecca Bundy, Senior Planner.
 - b. Resolution 14-020: Revising water connection fees, water user charges for metered and non-metered accounts, and other fees and charges for connection to, and use and benefit of the Municipal Water System – Robyn Mattison, Public Works Director/City Engineer.
 - c. Resolution 14-021: Establishing new monthly sewer user rates, classification of sewer users, when sewer user charges shall be due and payable – Robyn Mattison, Public Works Director/City Engineer.
 - d. Resolution 14-022: Supporting wildlife co-existence and recognizing the Wood River Wolf Project – Suzanne Frick, City Administrator.
7. COMMUNICATIONS FROM THE PRESS.
8. CONSENT CALENDAR
 - a. Approval of minutes: June 20, 2014, July 9, 2014 and August 26, 2014.
 - b. Recommendation to approve current bills and payroll summary.
9. 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 pzcomments@ketchumidaho.org.

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

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

Thank you for your participation.

We look forward to hearing from you!



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

August 28, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

September 15, 2014 City Council Agenda Report

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

4. PUBLIC HEARINGS.

- a) Ordinance 1121: Amending the annual appropriation ordinance for fiscal year 2013-14 – Sandra Cady, City Treasurer/Clerk.

Ordinance 1121 amends the FY2013-14 budget to provide amendments that will assure that sufficient appropriations exist in the General Fund, Park and Recreation Fund, Park Capital Improvement Fund, Park Development Trust Fund, Idaho Power Franchise Fee Fund and the Development Trust Fund. A staff report and a copy of the ordinance from Sandy Cady have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council adopt Ordinance 1121, amending the FY2013-14 Annual Appropriation Ordinance by appropriating additional monies with the suspension of the rules.

RECOMMENDED MOTION:

1st MOTION: *“I move to waive the three readings of Ordinance 1121, and read by title only, pursuant to Idaho Code 50-902.” (Roll call NOT required.)*

2nd MOTION: *“I move to adopt Ordinance 1121, an ordinance of the City of Ketchum, Idaho, amending Ordinance 1112, the annual appropriation ordinance for the fiscal year beginning October 1, 2013, and ending September 30, 2014; Appropriating additional monies to be received by the City of Ketchum, Idaho, in the sum of \$1,642,822; and, providing an effective date.” (Roll call required.)*

- b) Resolution 14-019: Establishing an increase of fees from the Parks & Recreation Department including park reservations, special event license applications, youth program fees, adult

recreation user fees, tree permits and tree removal applications and memorial donation installations – Jen Smith, Director of Parks and Recreation.

Resolution 14-019 establishes fee increases in the Parks & Recreation Department for park reservations and special events fees, youth program fees, after school program fees, adult recreation user fees, tree permits and tree removal application fees and memorial donations fees. The proposed fee increases exceed 4.99% from the current fiscal year. The fee increases are due to the additional costs of administration, operations and maintenance of the various programs. Jen has provided a detailed staff report, a copy of the resolution and a fee increase schedule in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 14-019 establishing an increase of fees from the Parks & Recreation Department.

RECOMMENDED MOTION: “I move to approve Resolution Number 14-019 regarding an increase of fees for the Parks & Recreation Department as indicated on Exhibit A beginning on September 16, 2014”

5. AGREEMENTS AND CONTRACTS.

- a) Contract for services with the Animal Shelter of the Wood River Valley – Dave Kassner, Police Chief.

The City has contracted with the Wood River Animal Shelter for the last several years to provide facilities and services for the care and safe housing of animals found in the City of Ketchum. The annual fee for this contract is \$2,000, the same amount as the previous year’s contract. Dave Kassner, Police Chief has provided a staff report and a copy of the contract in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the cooperative agreement with the Wood River Animal Shelter for the amount of \$2,000.

RECOMMENDED MOTION: “I move to authorize Mayor Jonas to sign the 2014/15 cooperative agreement with the Wood River Animal Shelter for the amount of \$2,000 to provide facilities and services for the care and safe housing of animals found in the City of Ketchum.

- b) Contract for services with the Blaine County for law enforcement services – Dave Kassner, Police Chief.

The City of Ketchum has contracted with Blaine County since 2009 for law enforcement services. The proposed contract for \$1,353,224 includes an increase \$15,279 from the previous year’s contract, but has no other changes.

RECOMMENDATION: Staff respectfully recommends the City Council approve the 2014/15 law enforcement contract for services with Blaine County.

RECOMMENDED MOTION: “I move to authorize Mayor Jonas to sign the 2014/15 law enforcement contract with Blaine County for the sum of \$1,353,224.”

- c) Change order approval request for additional environmental assessment work related to the Ketchum Recreation and Public Purposes Proposal – Jen Smith, Director of Parks and Recreation.

The city of Ketchum applied for proposed projects under the Bureau of Land Management’s Recreation and Public Purposes Act (R&PPA) in 2008. The city is currently undertaking a final design process as well as navigating the National Environmental Policy Act (NEPA) process and other requirements of the federal, state and local governments; including an Environmental Assessment (EA) for properties and proposals included within two parcels of BLM land both north and west of Ketchum.

A meeting with BLM state office staffers and a BLM-hired NEPA Review Contractor in June determined that additional work was required for the completion of the EA document. The change order totals \$27,724.40 and contains several contingency items for unanticipated and unexpected work, should it arise. A donation of the total amount is forthcoming through funding partners at the Wood River Land Trust; any unexpended amount will be attributed to the River Park at Sun Peak trust fund with the Ketchum Parks & Recreation Department. Jen has provided a staff report and copy of the change order in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Change Order #9 for Environmental Assessment work.

RECOMMENDED MOTION: “I move to approve for Mayor Jonas’ signature Change Order #9 for Environmental Assessment work.”

- d) Approval of an Extension of Assignment Lease Agreement with The Community Library Association, Inc. for Buildings at Forest Service Park – Jen Smith, Director of Parks and Recreation.

The city entered into a temporary lease agreement with The Community Library in February for use of the buildings at Forest Service Park, the lease agreement expired on September 1, 2014. A new lease will be proposed at the October 6, 2014 Council meeting.

RECOMMENDATION: Staff respectfully recommends the City Council approve the attached assignment lease agreement between the city of Ketchum and The Community Library Association, Inc. for buildings located at Forest Service Park.

RECOMMENDED MOTION: “I move to approve for Mayor Jonas’ signature an extended assignment lease for buildings at Forest Service Park to The Community Library Association, Inc.”

6. ORDINANCES AND RESOLUTIONS.

- a) Ordinance No. 1120, Approving Amendments to Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings – Rebecca Bundy, Senior Planner.

As part of an over-all review of the Zoning Code (Title 17) to make it a more user-friendly document and more in sync with current planning trends and Federal Emergency Management Agency (FEMA) requirements, staff has undertaken a thorough review of Chapter 17.88, Floodplain Management Overlay Zoning District (FP). As a stand-alone section of the code, it can be reviewed and modified as a discrete piece. In addition, this proposed code change removes the remaining references in Chapter 17.64 Community Core District (CC) to the Transfer of Development Rights section of the code that was removed in 2013.

The Planning and Zoning Commission conducted three (3) workshops regarding the proposed floodplain amendments on September 9, 2013, October 28, 2013 and February 10, 2014. On July 14, 2014, the Commission conducted a public hearing on the proposed amendments and recommended approval, with a few very minor revisions, to the City Council. The City Council approved the first reading of Ordinance 1120 on August 18, 2014 and the second reading on September 2, 2014. Rebecca Bundy has provided a detailed staff report and a copy of the Ordinance in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends that the City Council adopt Ordinance 1120 amending Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings.

RECOMMENDED MOTION: *“Pursuant to Idaho Code §67-65, I move to adopt Ordinance Number 1120 amending Ketchum Municipal Code, Title 17, Zoning Code Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings” (Roll call required)*

- b) Resolution 14-020: Revising water connection fees, water user charges for metered and non-metered accounts, and other fees and charges for connection to, and use and benefit of the Municipal Water System – Robyn Mattison, Public Works Director/City Engineer.

Resolution 14-020 establishes a 4.9% water rate increase. The current water rates appear sufficient to collect revenue for the administration, operation and debt services, however little revenue remains to fund significant maintenance or capital improvement projects. Robyn has provided a detailed staff report and a copy of the resolution in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council accept Resolution 14-020 which provides a general 4.9% increase over current water user fees beginning October 1, 2014.

RECOMMENDED MOTION: *“I move to approve Resolution Number 14-020, revising water connection fees, water user charges for metered and non-metered customers, and other fees related to the Municipal Water System”*

- c) Resolution 14-021: Establishing new monthly sewer user rates, classification of sewer users, when sewer user charges shall be due and payable – Robyn Mattison, Public Works Director/City Engineer.

Resolution Number 14-021 establishes a 4.9% increase to the wastewater user fees. The current sewer rates appear sufficient to collect revenue for the administration, operation and debt services, however little revenue remains to fund significant maintenance or capital improvement projects. A 4.9% wastewater rate increase will help improve revenue, however it is anticipated that a larger rate increase is necessary in the near future to fund future capital improvement projects. Robyn has provided a detailed staff report and a copy of the resolution in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council adopt Resolution 14-021 which provides a general 4.9% increase over current wastewater user fees beginning October 1, 2014.

RECOMMENDED MOTION: *"I move to approve Resolution Number 14-021 establishing new monthly sewer user rates to become effective October 1, 2014"*

- d) Resolution 14-022: Supporting wildlife co-existence and recognizing the Wood River Wolf Project – Suzanne Frick, City Administrator.

Resolution 14-022 differentiates the City of Ketchum's values and policies from the State of Idaho's and asks for a different wolf management approach in Blaine County. The resolution highlights the City of Ketchum Comprehensive Plan regarding natural resource stewardship, wildlife, and collaboration, and acknowledges the successful Wood River Wolf Project. A staff report and a copy of the resolution have been provided in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council adopt Resolution Number 14-022.

RECOMMENDED MOTION: *"I move to approve Resolution Number 14-022, supporting the values of wildlife co-existence and recognizing the Wood River Wolf Project."*

8. CONSENT CALENDAR.

- a) Approval of minutes: June 20, 2014, July 9, 2014 and August 26, 2014.
Copies of the minutes from the June 20, 2014, July 9, 2014 and August 26, 2014 Council Meetings have been provided in the packet for Council review.
- b) Recommendation to approve current bills and payroll summary.
A list of bills for approval and the payroll summary have been included in the packet for Council review.

Sincerely,



Katie Carnduff

Administrative Clerk



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 15, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to hold the Public Hearing and to Adopt Ordinance No. 1121
Amending the FY13-14 Annual Appropriation Ordinance
By Appropriating Additional Monies and Specifying Authorized Activities**

Introduction/History

Per Idaho Code 50-1003 the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the annual appropriation ordinance.

On September 3, 2013 the Council adopted Ordinance No. 1112 entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2013, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue. A city whose property tax certification is made for the current fiscal year may amend its budget and annual appropriation ordinance, pursuant to the notice and hearing requirements of Idaho Code 50-1002.

Current Report

Ordinance Number 1121 is an ordinance, amending Ordinance Number 1112, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014. Ordinance Number 1121 outlines the Proposed Revenues and Proposed Expenditures in the amount of \$1,642,822.

Financial Requirement/Impact

If adopted by the Council on September 15, 2014, the budget amendment would appropriate additional monies in the sum of \$1,642,822.

Below are the funds and explanation for the budget amendment of \$1,642,822.

General Fund – Transfer to the Parks & Recreation Fund.

Park & Recreation Fund –To cover potential personnel expenditures, operations and increased maintenance.

Park Capital Improvement Fund-Re-paving Atkinson's Park parking lot.

Park & Recreation Development Trust Fund –White Water River Park donations to cover the White Water River Park expenditures.

LOT-Additional 1% Fund – Additional 1% Option Tax was not budgeted in FY13-14, since the election was held after FY13-14 budget was adopted.

Idaho Power Franchise Fee Fund – To cover remaining 5th Street Undergrounding expenditures.

Development Trust Fund –Security Agreements to cover security agreement refunds.

Recommendation

I respectfully recommend that the Ketchum City Council hold the public hearing and adopt Ordinance No. 1121 Amending the FY13-14 Annual Appropriation Ordinance By Appropriating Additional Monies with the Suspension of the Rules.

Recommended Motion

1st motion:

"I move to waive the three readings of Ordinance No. 1121, and read by title only, Pursuant to Idaho Code 50-902."

(Roll call not required)

2nd motion:

"I move to adopt Ordinance No. 1121, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1112, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO, IN THE SUM OF \$1,642,822; AND, PROVIDING AN EFFECTIVE DATE."

(Roll call required)

Sincerely,



Sandra E. Cady, CMC
City Treasurer/Clerk

ORDINANCE NO. 1121

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1112, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO, IN THE SUM OF 1,642,822; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance Number 1112, the Annual Appropriation Ordinance for the City of Ketchum, Idaho, for the fiscal year commencing October 1, 2013, and ending September 30, 2014, be and the same is hereby amended as follows:

That the additional sum of 1,642,822 be appropriated out of the revenues received from:

GENERAL FUND:

Fund Balance 58,400

PARK & RECREATION FUND:

Transfer from General Fund 58,400

PARK CAPITAL IMPROVEMENT FUND:

Impact Fees 4,500

PARK/RECREATION DEVELOPMENT TRUST FUND:

River Park 88,260

LOT-ADDITION 1% FUND:

LOT-Additional 1% Option Tax 1,258,262

IDAHO POWER FRANCHISE FEE FUND:

Fund Balance 50,000

DEVELOPMENT TRUST FUND:

Security Agreements 125,000

TOTAL APPROPRIATION 1,642,822

To be used for the following authorized activities:

GENERAL FUND:

Transfer to Parks & Recreation Fund 58,400

PARK & RECREATION FUND:

Contingency 58,400

PARK CAPITAL IMPROVEMENT FUND:	
Contingency	4,500
PARK/RECREATION DEVELOPMENT TRUST FUND:	
River Park	88,260
LOT-ADDITION 1% FUND:	
Air Service Board	1,258,262
IDAHO POWER FRANCHISE FEE FUND:	
Undergrounding Construction	50,000
DEVELOPMENT TRUST FUND:	
Security Agreement Refunds	125,000
<u>TOTAL APPROPRIATION</u>	<u>1,642,822</u>

SECTION 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 15th day of September 2014.

NINA JONAS
Mayor

ATTEST:

SANDRA E. CADY, CMC
City Clerk

Publish: Idaho Mountain Express
September 24, 2014

Ordinance No. 1121
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City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 3, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Parks & Recreation Department Fee Increase Recommendation

Introduction/History

The City of Ketchum proposes to increase fees beginning September 16, 2014 from the Parks & Recreation Department (including park reservations and special events fees, youth program fees, after school program fees, adult recreation user fees, tree permits and tree removal application fees and memorial donations fees (i.e. memorial trees, benches, etc.) by amounts that exceed 4.99% of the respective fees from the current fiscal year. The fee increases are due to the additional costs of administration, operations and maintenance of the various programs. The last fee increase for above listed programs and services occurred in 2013.

Current Report

A fee increase schedule is attached as Exhibit A. A public hearing notice was listed in the September 3 and September 10, 2014 issues of the Idaho Mountain Express.

Financial Requirement/Impact

No financial requirement exists.

Recommendation

I respectfully recommend the City Council adopt Resolution Number 14-019 and approve the recommended fee increases for the Parks and Recreation Department.

Recommended Motion

"I move to approve Resolution Number 14-019 regarding an increase of fees for the Parks & Recreation Department as indicated on Exhibit A beginning on September 16, 2014."

Sincerely,

Jennifer L. Smith
Director of Parks & Recreation

RESOLUTION NUMBER 14-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO ESTABLISHING THE INCREASE OF FEES FROM THE PARKS & RECREATION DEPARTMENT INCLUDING PARK RESERVATIONS AND SPECIAL EVENT LICENSE APPLICATIONS, YOUTH PROGRAM FEES, ADULT RECREATION USER FEES, TREE PERMITS AND TREE REMOVAL APPLICATIONS, AND MEMORIAL DONATION INSTALLATIONS.

WHEREAS, the City of Ketchum has found it necessary to increase fees for Parks & Recreation programs and services; and

WHEREAS, the City of Ketchum needs to increase fees due to additional costs of administration, operations and maintenance of various programs and services; and

WHEREAS, the current fee structure for various Parks & Recreation programs and services does not adequately cover the cost of administrative staff review or logistical and functional staff support for various programs; and

WHEREAS, the City Council finds it necessary to increase various Parks & Recreation programs and services fees in order to more accurately cover the costs of staff review thereby ensuring the public health, safety and welfare; and

WHEREAS, the adjustment of fees for various Parks & Recreation programs and services will enable the timely review and processing of applications and registrations; and

WHEREAS, an increase in fees of various Parks & Recreation programs and services would be comparable to similar area providers of Parks & Recreation programs and services; and

WHEREAS, the newly established fees are based off of an average percentage of department review time and associated cost; and

WHEREAS, said fee schedule is attached hereto and incorporated herein as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho that the fee increases for various Parks & Recreation programs and services shall be due in the amounts set forth in Exhibit A.

This Resolution will be in full force and effect upon its adoption this 15th day of September 2014.

CITY OF KETCHUM, IDAHO

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
Treasurer/Clerk

RESOLUTION NO. 14-019

City of Ketchum

Parks & Recreation Department Fee Increases 2014

Park Reservations (tax included):

Ketchum Residents and Nonprofit Organizations

Current:	½ day rate (up to 4 hrs)	full day rate (up to 8 hrs)
100 people or fewer:	\$53	\$106
101 people or more:	\$106	\$212
Beginning 9/16/14:		
100 people or fewer:	\$55	\$110
101 people or more:	\$110	\$215

Non-Ketchum Residents and commercial or private organizations

Current:	½ day rate (up to 4 hrs)	full day rate (up to 8 hrs)
100 people or fewer:	\$66	\$140
101 people or more:	\$130	\$275
Beginning 9/16/14:		
100 people or fewer:	\$80	\$140
101 people or more:	\$140	\$275

Atkinson Park Athletic Fields/Facilities: fee remains unchanged at \$65 for two hours of use (additional fees may apply).

Atkinson Park Recreation Center: Fee remains unchanged at \$50 per hour plus security deposit of \$150.

Special Event Application fees remain unchanged at:

Category A: \$100

Category B: \$200

Category C: \$600

Tree Services: fees remain unchanged at \$50 (Tree Permit) and \$50 per occurrence (Tree Removal Application fee)

Memorials and Donations: fees remain unchanged

Youth Recreation fees:

After School Program (scholarships and discounts available)

<u>Current</u>	<u>Beginning 9/16/14</u>
\$12/day	\$12/day
\$84/mo.	\$88/mo.
\$600 full season	\$630/full season

Out-of-school activities and extra activities during the school year remain activity dependent

Additional after school activities

<u>Current</u>	<u>Beginning 9/16/14</u>
\$65 non-member	\$68 non-member
\$35 rec member	\$36 rec member

Summer Youth Recreation Program (scholarships and discounts available)

<u>Current</u>	<u>Beginning 9/16/14</u>
\$35/day	\$36/day
\$130/wk	n/a
\$440/5 weeks	\$460/5 weeks
\$880/10 weeks	\$920/10 weeks



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

August 26, 2014

Notice of Public Hearing on Increased Fees

The City of Ketchum proposes to increase fees beginning September 15, 2014, from the Parks & Recreation Department (including park reservations and special events fees, youth program fees, after school program fees, adult recreation user fees, tree permits and tree removal application fees and memorial donations fees (i.e. memorial trees, benches, etc.) by amounts that exceed 5% of the respective fees from the current fiscal year.

The fee increases are due to the additional costs of administration, operations and maintenance of the various programs. For more information about specific fees and amounts, please contact the director of Parks & Recreation at 208-726-7820 or 900 Third Avenue North at Atkinson Park.

All citizens are invited to attend a public hearing on the proposed fee increases on September 15, 2014 at 5:30 p.m. in the City Hall Council Chambers, 480 East Avenue North Ketchum, Idaho.

City Hall and Council Chambers are accessible to persons with disabilities. Interpreters for persons with hearing impairments and/or taped information for persons with visual impairments can be provided upon three (3) days notice. For accessibility arrangements, please contact City Hall at 208-726-3841.



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 3, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

2014/2015 Animal Shelter Contract

Introduction/History

The Wood River Animal Shelter contract provides facilities and services for the care and safe housing of animals found in the City of Ketchum. These animals are either impounded by the Ketchum Police or taken to the shelter by citizens of Ketchum. The yearly fee for this contract is \$2,000. This is paid in four quarterly payments from the Ketchum Police budget.

Current Report

This contract is the same agreement used for 2013/2014.

Financial Requirement/Impact

\$2,000

Recommendation

I respectfully recommend the City Council approve the cooperative agreement with the Wood River Animal Shelter for the amount of \$2,000.

Recommended Motion

"I move to authorize Mayor Jonas to sign the 2014/2015 cooperative agreement with the Wood River Animal Shelter for the amount of \$2,000 to provide facilities and services for the care of safe housing of animals found in the City of Ketchum."

Sincerely,


Dave Kassner
Chief of Police

**CITY OF KETCHUM IDAHO
CONTRACT FOR SERVICES
ANIMAL SHELTER OF THE WOOD RIVER VALLEY**

THIS AGREEMENT is in effect from October 1, 2014 to September 30, 2015, by and between the City of Ketchum, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and The Animal Shelter of the Wood River Valley, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "The Animal Shelter".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. The Animal Shelter is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to the shelter by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by the Animal Shelter. The flat fee shall reasonably reflect the level of service provided by the Animal Shelter, including but not limited to, the numbers and types of animals from the City of Ketchum, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **TERM:** This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2015, and then renewed and will remain in effect for one year.
2. **RENEWAL:** Consideration for services shall be reviewed on a yearly basis by both parties, with the Animal Shelter submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. **RECEIPT AND HOUSING OF ANIMALS:** The Animal Shelter hereby agrees to receive, house and feed all animals found in the City and delivered to The Animal Shelter by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Ketchum The Animal Shelter must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of the Animal Shelter is 65 dogs and 65 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event the Animal Shelter shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. **VETERINARY CARE:** The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven (7) day impoundment period, excluding weekend and holidays, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten The Animal Shelter's ability to maintain a healthy animal population.

If within the seven (7) day impound period, excluding weekend and holidays, The Animal Shelter determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. **RABIES VACCINATION AND LICENSING:** Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at the Animal Shelter that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip

or a collar with identification tags, but no current license tag the Animal Shelter will check for current licensing and vaccination status within its database. If no current license is found the Animal Shelter will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: The Animal Shelter agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes the Shelter to collect impound fees for animals impounded or taken up pursuant to this Agreement. The Animal Shelter agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, The Animal Shelter shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by The Animal Shelter according to the terms of this contract, the City shall pay the Animal Shelter a total sum of \$2,000 for fiscal year 2015 to be paid in quarterly installments of \$500 a quarter. In addition, the City shall allow all revenues generated from The Animal Shelter's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with the Shelter. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.

8. QUARTERLY REPORTS: The Animal Shelter shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;

- b) Location of animal pickup. Any officer or citizen delivering an animal to The Animal Shelter shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Ketchum borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.

- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.

- i) The Animal Shelter shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.

- d) Veterinary and euthanasia statistics

9. INDEMNIFICATION: The Animal Shelter agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The Animal Shelter, its agents, subtenants, or employees in the operation of the Shelter and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless The Animal Shelter, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of The City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
10. THE ANIMAL SHELTER A PRIVATE FACILITY: The parties agree that The Animal Shelter is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by The Animal Shelter pursuant to this Agreement shall become the property of The Animal Shelter after seven (7) days excluding weekend and holidays, at which time The Animal Shelter shall assume financial responsibility for the continued care and housing of the animals.
11. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
12. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS _____ DAY OF September, 2014.

Attest:

Animal Shelter of the Wood River Valley

City of Ketchum, Idaho

Executive Director Jo-Anne Dixon DVM

Mayor Nina Jonas



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 3, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

2014/2015 Law Enforcement Services Contract with Blaine County

Introduction/History

The 2014/2015 law enforcement contract with Blaine County provides law enforcement services to the City of Ketchum.

Current Report

This contract is for law enforcement services provided by Blaine County Sheriff to the City of Ketchum. The contracts language is exactly the same as the 2013/2014 contract. The only change is the increased budget amount (\$15,279).

Financial Requirement/Impact

\$1,353,224

Recommendation

I respectfully recommend the City Council approve the 2014/2015 law enforcement contract for services with Blaine County.

Recommended Motion

"I move to authorize Mayor Jonas to sign the 2014/2015 law enforcement contract with Blaine County for the sum of \$1,353,224."

Sincerely,

Dave Kassner
Chief of Police

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

This Agreement made and entered into this _____ day of _____, 2014, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the “County”) and the City of Ketchum, Idaho, (referred to herein as the “City” or “Ketchum”).

WITNESSETH

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

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

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

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

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

1.3. Administrative Services

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

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

1.4. Method of Service

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

- a. All BCSO employees assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO unit in case of emergency. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests, but only after a replacement officer or officers has been reassigned to Ketchum.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.
- d. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.

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

1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).
- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law

enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.

- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

1.6. Reporting

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

1.7. Personnel and Equipment

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

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

1.8. Ketchum Owned Property, and Evidence

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

1.9. City Responsibilities

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

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its officers to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO’S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(e) of this agreement. The City and representatives from the BCSO shall meet during the City’s annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

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

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,353,224.00.

- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the total sum of \$1,353,224.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the date this Agreement is executed.
- d. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- e. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- f. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2014. The agreement period shall continue until September 30, 2015, and may, upon agreement of the parties, be renewed for additional one year periods using the County's budgeting cycle of October 1st to September 30th of the following year.

3.1. Termination Process

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

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

- c. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.

4. Indemnification

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

5. Audits and Inspections

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

6. Agreement Administration

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

7. General Provisions

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

To City:

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

To BCSO:

Blaine County Sheriff
 1650 Aviation Dr.
 Hailey, Idaho 83333

To County:

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

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

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:

Exhibit A: BCSO Staffing Chart
 Exhibit B: BCSO Ketchum Budget

- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

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

City of Ketchum, Idaho

By: _____
 Nina Jonas, Mayor

Attest: _____
 Ketchum City Clerk

Blaine County Sheriff's Office

By: _____
 Gene D. Ramsey, Sheriff

Blaine County Board of County Commissioners

By: _____
Lawrence Schoen, Chairman

By: _____
Jacob Greenberg, Vice Chairman

By: _____
Angenie McCleary, Commissioner

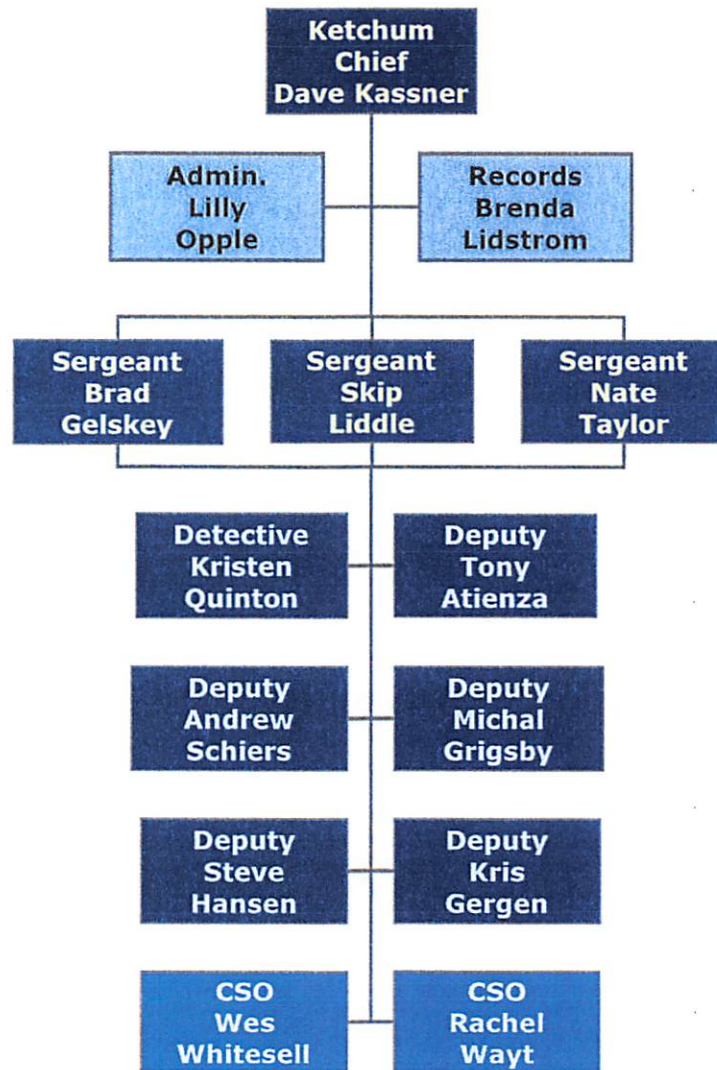
Attest: _____
Blaine County Clerk

**KETCHUM POLICE DIVISION BUDGET
CODE OF ACCOUNTS**

Fiscal Year 2015 - October 1, 2014 Through September 30, 2015

Code	Classification	2014 Budgeted	2014 Revised	October March	April September	2015 Projected	Strategic Request
Personnel Services							
401-01	Salary Chief	\$ 82,104	\$ 82,104	\$ 41,132	\$ 40,972	\$ 77,102	Note
401-02	Salaries Deputies	\$ 485,545	\$ 485,545	\$ 240,917	\$ 244,628	\$ 484,527	Step Increases
402-01	Salaries Office	\$ 87,632	\$ 87,632	\$ 43,962	\$ 43,670	\$ 92,425	Step Increases
402-04	CSO Salaries	\$ 70,931	\$ 70,931	\$ 35,885	\$ 35,046	\$ 82,083	Step Increases
403	Salaries- Merit	\$ 7,191	\$ 7,191	\$ -	\$ 7,191	\$ 7,400	\$ -
408-01	Salaries-Termination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
409-92	Salaries-Special Events	\$ -	\$ -	\$ 90	\$ (90)	\$ -	\$ -
409-99	Overtime	\$ 54,000	\$ 54,000	\$ 18,253	\$ 35,747	\$ 54,000	\$ -
Subtotal Personnel Services		\$ 787,403	\$ 787,403	\$ 380,239	\$ 407,164	\$ 797,537	\$ -
Total Personnel Services Including Strategic Requests						\$ 797,537	
Contractual Services							
439	Travel	\$ 3,100	\$ 3,100	\$ -	\$ 3,100	\$ 3,100	\$ -
439-01	Per Diem	\$ 2,500	\$ 2,500	\$ 437	\$ 2,063	\$ 2,500	\$ -
450	ICRMP Liability	\$ 15,248	\$ 15,248	\$ 15,248	\$ -	\$ 15,248	\$ -
464	Telephone Communications	\$ 10,480	\$ 10,480	\$ 3,262	\$ 7,218	\$ 10,480	\$ -
479	Vehicle Expense	\$ 40,296	\$ 40,296	\$ 19,963	\$ 20,334	\$ 40,296	\$ -
489	Professional Services	\$ 9,000	\$ 9,000	\$ 4,315	\$ 4,685	\$ 10,445	Justification
489-01	Parking Enforcement	\$ 5,000	\$ 5,000	\$ 1,064	\$ 3,936	\$ 5,000	\$ -
495-01	700 MHz Master Maintenance	\$ 4,500	\$ 4,500	\$ 4,320	\$ 180	\$ 4,500	\$ -
528	Dues/Memberships	\$ 2,500	\$ 2,500	\$ 1,018	\$ 1,482	\$ 2,500	\$ -
550	Community Policing	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -
556-04	RMS Contribution	\$ 20,443	\$ 20,443	\$ 20,443	\$ -	\$ 20,443	\$ -
569	Training/Education	\$ 8,000	\$ 8,000	\$ 1,379	\$ 6,621	\$ 8,000	\$ -
600	Management/Term./Admin. Fee	\$ 54,000	\$ 54,000	\$ 13,379	\$ 40,621	\$ 54,000	\$ -
677-02	Computer Services	\$ 9,000	\$ 9,000	\$ 5,355	\$ 3,645	\$ 9,000	\$ -
714-05	Telephone Allowance	\$ 3,888	\$ 3,888	\$ 1,944	\$ 1,944	\$ 3,888	\$ -
723-01	Animal Shelter	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ -
Subtotal Contractual Services		\$ 195,955	\$ 195,955	\$ 93,126	\$ 102,829	\$ 197,400	\$ -
Commodities							
440	Office Supplies	\$ 8,500	\$ 8,500	\$ 3,423	\$ 5,077	\$ 8,500	\$ -
554	Uniforms	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -
556-01	Operating Supplies/Equipment	\$ 25,000	\$ 25,000	\$ 3,460	\$ 21,540	\$ 25,000	\$ -
Subtotal Commodities		\$ 38,500	\$ 38,500	\$ 6,884	\$ 31,617	\$ 38,500	\$ -
Total "B" Budget		\$ 234,455	\$ 234,455	\$ 100,010	\$ 134,445	\$ 235,900	\$ -
Total "B" Budget Including Strategic Requests						\$ 235,900	
Capital Outlay							
803-01	Capital Vehicle	\$ -	\$ -	\$ 53,977	\$ (53,977)	\$ -	
805-5	Capital-Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Capital Outlay		\$ -	\$ -	\$ 53,977	\$ (53,977)	\$ -	\$ -
Total Operating Budget		\$ 1,021,858	\$ 1,021,858	\$ 534,226	\$ 487,632	\$ 1,033,437	\$ -
Total Operating Budget Including Strategic Requests						\$ 1,033,437	
Benefits							
	Benefits Estimate	\$ 316,087	\$ 316,087	\$ 160,235	\$ 155,852	\$ 319,787	
Total Ketchum Budget		\$ 1,337,945	\$ 1,337,945	\$ 694,461	\$ 643,484	\$ 1,353,224	\$ -
Total Ketchum Budget Including Strategic Requests						\$ 1,353,224	

Ketchum Police Current Organizational Chart





City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 9, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Approve S2o Design and Engineering Change Order #9 for Additional Environmental Assessment Work for Recreation & Public Purposes Proposal

Introduction/History

The city of Ketchum applied for proposed projects under the Bureau of Land Management's Recreation and Public Purposes Act (R&PPA) in 2008. Numerous staff reports have been written since the application was made. The city is currently undertaking a final design process as well as navigating the National Environmental Policy Act (NEPA) process and other requirements of the federal, state and local governments, including an Environmental Assessment (EA) for properties and proposals included within two parcels of BLM land both north and west of Ketchum.

A contract for EA work with S2o Design and Engineering, signed in September 2012, has been paid in full by the city.

Current Report

A two-day meeting with BLM state office staffers and a BLM-hired NEPA Review Contractor was held on June 18 and 19, 2014 in Boise, Idaho. The city of Ketchum was represented by this author and Jason Poulsen, Senior Environmental and Natural Resource Scientist with GeoEngineers, a subcontractor of S2o Design and Engineering, and lead author of the EA document.

The outcome of this meeting included additional work required by BLM and NEPA Review Contractor for the completion of the EA document. A change order proposal for this additional work was submitted to the city on August 27, 2014. Funding partners have agreed to cover the entire amount.

Financial Requirement/Impact

Change Order #9 – Environmental Assessment is attached. The change order totals \$27,724.40 and contains several contingency items for unanticipated and unexpected work, should it arise. A donation of the total amount is forthcoming through funding partners at the Wood River Land Trust; any unexpended amount will be attributed to the River Park at Sun Peak trust fund with the Ketchum Parks & Recreation Department.

Recommendation

I respectfully recommend the City Council approve for Mayor Jonas' signature Change Order #9 for Environmental Assessment work.

Recommended Motion

"I move to approve for Mayor Jonas' signature Change Order #9 for Environmental Assessment work.

Sincerely,

A handwritten signature in black ink, appearing to read "Jen Smith", enclosed in a thin black rectangular border.

Jennifer L. Smith
Director of Parks & Recreation



Revised Budget

<u>Description</u>	<u>Estimated Fees</u>
Change Order #9- Additional services from BLM workshop	\$ 27,724.40
Subtotal for Change Order #8 (Minerals Potential Assessment)	\$ 4,000.00
Subtotal for Change Order #7 (May Steering Committee Mtg.)	\$ 968.00
Subtotal for Change Order #6 (Mar. Steering Committee Mtg)	\$ 780.00
Subtotal for Change Order #5 (Pre-Meeting)	\$ 780.00
Subtotal for Change Order #4 (Feb. Steering Committee Mtg)	\$ 675.00
Subtotal for Change Order #3 (Jan. Steering Committee Mtg)	\$ 675.00
Subtotal for Change Order #2 (Contract Amend. #2 – BLM Mtg)	\$ 6,299.62
Original Authorized Budget (Contract Amendment for EA)	\$ 101,240.00
Total Revised Budget	\$ 143,142.02

The professional services listed above will be provided in accordance with the terms in our General Conditions, previously provided to you in our original proposal dated December 22, 2011 and executed on February 13, 2012. The fee for the additional services described above will be determined on a lump sum basis.

By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name, unless such authorization has been separately provided verbally or in writing.

The City of Ketchum

*Authorizing Signature

Typed or printed name

Date

S2o Design and Engineering



*Authorizing Signature

Scott Shipley

8-27-2014

Date

*Individual with Contracting Authority



August 27, 2014

Ms. Jennifer Smith
The City of Ketchum
Parks and Recreation Department
PO Box 2315, 900 Third Avenue North
Ketchum, ID 83340

Change Order #9- Environmental Assessment

This confirms Change Order No. 9 between The City of Ketchum ("Client") and S2O Design and Engineering to conduct additional services to complete the action list that was established in the June 18-19th BLM workshop. The additional action items were suggested by the BLM and are necessary to satisfy the requirements of the Environmental Assessment submittal.

Additional Services

The additional services provided by S2o Design and Engineering will consist of the following:

Item Description	Fees
ITD ROW Conf. Call 6/26/14 (prep. and call duration)	\$184.80
EA Revisions (as outlined in the June 20, Follow-up to BLM Workshop action list) and final submission	\$11,088.00
Response to comments following public comment period	\$7,392.00
Response to County and/or FEMA to requests for further information (if needed)	\$2,591.60
Project coordination with BLM, ITD, City, other project team members and associated conf. calls	\$6,468.00
Contingency Should unexpected additional work be required. This item will not be billed unless work is completed.	\$8,000.00
Total:	\$27,724.40

Additional Compensation

S2o agrees to complete the tasks outlined in this Change Order #9 for **\$27,724.40**. This Change Order #9 assumes that all reasonable travel expenses will be borne by the client.



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 9, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Approval of Extension of Assignment Lease Agreement with The Community Library Association, Inc. for Buildings at Forest Service Park

Introduction/History

The city of Ketchum entered into a temporary assignment lease agreement with The Community Library Association, Inc. on February 6, 2014 for use of buildings at Forest Service Park for the purpose of operating a Sun Valley Museum of History. Formerly, the lease was held by the Ketchum/Sun Valley Historical Society to operate a Ski and Heritage Museum. The Ketchum/Sun Valley Historical Society disbanded.

Current Report

The current Assignment Lease (direct transfer of the lease to The Community Library) lapsed on September 1, 2014. The attached Assignment Lease Extension will lapse on October 7, 2014 when it is anticipated that a mutually agreed upon lease will be available for approval at the October 6, 2014 City Council meeting.

Financial Requirement/Impact

No financial requirement exists.

Recommendation

I respectfully recommend the City Council approve the attached assignment lease agreement between the city of Ketchum and The Community Library Association, Inc. for buildings located at Forest Service Park.

Recommended Motion

"I move to approve for Mayor Jonas' signature an extended assignment lease for buildings at Forest Service Park to The Community Library Association, Inc."

Sincerely,

Jennifer L. Smith
Director of Parks & Recreation

Assignment Lease

We, the undersigned, acknowledge the The Community Library Association, Inc. has assumed this lease from the Ketchum Sun Valley Historical Society following approval by the Ketchum City Council on January 6, 2014.

This signature page extends the Assignment Lease to October 7, 2014.

LANDLORD: CITY OF KETCHUM

By _____
Nina Jonas, Mayor

TENANT: THE COMMUNITY LIBRARY ASSOCIATION,
INC.

By _____
President

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 20th day of July, 2009, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, hereinafter called "Landlord", and KETCHUM-SUN VALLEY HISTORICAL SOCIETY, a non-profit corporation hereinafter called "Tenant".

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of Ketchum, Blaine County, Idaho, and more particularly described as the Center Garage, East Warehouse, West Warehouse, Center Warehouse and Gas House located on Block 40 of the Original Townsite of Ketchum, Blaine County, Idaho, which real property is hereinafter referred to as the "Premises".

2. Term. The term of this Lease shall be for a period of five (5) years commencing Sept 1 2009, and continuing to Sept 1 2014. Based upon Tenant's performance under the terms of the lease to the satisfaction of Landlord, and upon the mutual agreement between Landlord and Tenant, Tenant shall have the right to extend this Lease for four (4) additional five (5) year terms by giving the Landlord written notice of its intention to do so at least six (6) months prior to the end of the then current term, and by receiving Landlord's written consent to such extension within thirty (30) days of such notice which consent shall not be withheld unreasonably.

3. Rent. For and during the term of this Lease, Tenant shall pay to Landlord as rent for the Premises the total annual rental of TEN DOLLARS (\$10.00). However, at the beginning of each extension term of this Lease, if applicable, Landlord shall have the option to increase the rent for the Premises by giving Tenant written notice of said rent increase at least thirty (30) days prior to the beginning of the applicable extension term.

4. Use. The Premises are leased to Tenant for use as a museum and uses normally incident thereto and for no other purpose, provided that the Center Garage will be made available to the Ketchum Parks Department for the purpose of storing items and equipment necessary for maintenance of the park and for support of special events conducted at the park. The Gas House shall be used for public restrooms.

5. Repairs and Maintenance. Tenant agrees, at its sole expense, to keep and maintain the Premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. The Landlord shall improve, repair and maintain the Gas House for use as public restrooms. At the end of the term of this Lease, the Tenant agrees to return the Premises to the Landlord in as good condition as it was at the beginning of the Lease, reasonable wear and tear excepted. Tenant shall not have the right to make any repairs of any kind without prior written consent of Landlord, whose consent shall not be withheld unreasonably. Any repairs made by Tenant to the Premises shall be at Tenant's sole expense and be completed free of liens or other encumbrances. Landlord agrees, at its sole expense, to maintain the exterior walls, structural components and roofs of the Premises in good repair. Further, the Landlord

agrees that, where in existence, the electrical, plumbing and heating systems of the Premises shall be in good condition at the commencement of the Lease.

6. Alterations and Improvements. Tenant shall not have the right to make any alterations, installments or re-decorations of any kind without prior written consent of Landlord, whose consent shall not be withheld unreasonably. Any improvements made by Tenant to the Premises shall be made at Tenant's sole expense and be completed free of liens or other encumbrances. Any such improvements shall remain as improvements to the Premises unless Landlord determines that such improvements shall be removed at the termination of this Lease. All costs of removal shall be at Tenant's sole expense.

When Tenant obtains a grant to improve the West Warehouse, Tenant shall submit a building improvement schedule to the Landlord for consideration and approval.

7. Supervision. Tenant agrees to act, and to provide continual supervision over persons at the Premises, so not to create or permit the creation of a nuisance or a threat to persons or property.

8. Assignment and Sublease. Tenant shall not transfer, assign, or sublease this Lease or Tenant's interest in the Premises, or any part thereof, without prior written consent of the Landlord.

9. Premises Occupant. Tenant stipulates that the only occupant of the above Premises will be the Ketchum-Sun Valley Historical Society, provided the Ketchum Parks Department will have access to the Center Garage.

10. Notice. Tenant agrees to give thirty (30) days written notice to Landlord prior to vacating said Premises. Landlord agrees to give thirty (30) days written notice to Tenant if the Premises are needed at the termination of a rental period.

Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. All notices shall be deemed delivered forty eight (48) hours after depositing the notice in the United States Mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses designated herein. The tenant hereby designates its address as P.O. Box 2746, Ketchum, Idaho 83340, and the Landlord hereby designates its address as P.O. Box 2315, Ketchum, Idaho 83340.

11. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises for the conduct of its business or from any activity, work or other thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all and against all cost, attorneys' fees, expenses and liabilities incurred in or about any such claim or action or

proceeding brought thereon, and if any case, action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant as a material part of the consideration to Landlord hereby assumes all risk or damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence and Tenant hereby waives all claims in respect thereof against Landlord.

Landlord or its agents shall not be liable for any damage to Ketchum-Sun Valley Historical Society property entrusted to employees of the Tenant nor for loss or damage to any Ketchum-Sun Valley Historical Society property by theft or otherwise nor for any injury to or damage to persons or Ketchum-Sun Valley Historical Society property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, snow or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless cause by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light or other incorporeal hereditaments, loss of business by Tenant, nor shall Landlord be liable for any latent defects in the Premises. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein or in the fixture or equipment.

12. Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

13. Liability Insurance. Tenant shall, at Tenant's own expense, obtain and keep in force during the term of this Lease, a policy of comprehensive liability insurance reflecting the amount of \$1,000,000.00, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Tenant may carry said insurance under a blanket policy, providing, however, said insurance by tenant shall have a landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A+ AAA or better in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Landlord.

14. Services and Utilities. Tenant shall pay, prior to delinquency, all water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, garbage and all other material and utilities supplied to the Premises. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion of all charges which are jointly metered, the determination to be made by Landlord, and payment to be made by Tenant within ten (10) days of receipt of statement for such charges. Landlord shall not be liable in damages or otherwise for

any failure of interruption of any utility service furnished to the Premises and no such failure or interruption shall entitle Tenant to terminate this Lease.

15. Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time reasonably promulgate for the purpose of public health, welfare and safety. Landlord reserves the right from time to time to make all reasonable modification to said rules for the purpose of public health, welfare and safety. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant.

16. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the extension terms hereof, with the express written consent of Landlord such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, and upon all the terms hereof applicable to a month to month tenancy.

17. Reconstruction. In the event the Premises or any part of the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises or any part of the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of then full replacement cost of the Premises or any part of the Premises is damaged to an extent greater than ten percent (10%) of the full replacement cost, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage terminating this Lease as of the date specified in such notice which date shall be no less than thirty (30) and no more than sixty (60) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by a proportionate amount, based upon the extent, if any, to which such damage materially interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of termination.

Notwithstanding anything to the contrary contained in this paragraph, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this paragraph occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by Tenant that have not

previously been acknowledged and agreed upon in writing by the Landlord as a permanent alteration of the Premises.

The Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises. Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

18. Pets. Tenant agrees that no animal or pet is permitted on the Premises, except those allowed by law.

19. Conditions. Tenant agrees that each covenant and condition of this Lease shall be considered a condition and that the breach of any covenant or condition shall be good cause for Landlord to terminate this Lease and to pursue any remedies provided by law.

20. Default or Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

a. Any failure by Tenant to pay monetary sums required to be paid hereunder, where such failure continues for seven (7) days after written notice thereof from Landlord to Tenant.

b. Any three (3) defaults, whether or not cured, by Tenant to pay rent or other monetary sums to be paid hereunder in any twelve (12) consecutive month period.

c. The abandonment or vacation of the Premises by Tenant.

d. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for fourteen (14) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such fourteen (14) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

e. The making by Tenant of any general assignment or general arrangement for the benefit of creditors filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execute or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.

21. Landlord Remedies. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

a. Maintain this Lease in full force and effect and recover monetary charges as they become due, without terminating Tenant's right to possession, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects to not terminate the Lease, Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new tenant taking possession of the Premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

b. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary.

22. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of a sum due from Tenant shall not be received by Landlord or Landlord's designed within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

23. Attorney's Fees. In the event either party hereto retains an attorney to enforce any of the rights, duties, and obligation arising out of this Lease, the prevailing party shall be entitled to recover from the nonprevailing party all legal expenses, including but not limited to attorneys fees at the trial and appellate levels, whether or not litigation is actually instituted.

24. No Waiver. Failure of the Landlord to enforce any of the covenants in this Lease shall not be construed to be a waiver of any succeeding breach of the same covenant, nor shall any acceptance of a partial payment be deemed a waiver of Landlord's right to full amount thereof.

25. Separability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. Signs. Tenant shall not place any sign upon the Premises without the prior written consent of Landlord, whose consent shall not be withheld unreasonably.

28. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Lease.

29. Governing Law. This Lease shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho.

30. Entire Agreement. This Lease 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 Premises other than as set forth in writing in this Lease.

THIS LEASE AGREEMENT is entered into the day, month and year first above written.

LANDLORD:

CITY OF KETCHUM

By 

Randy Hall, Mayor

TENANT:

KETCHUM-SUN VALLEY HISTORICAL SOCIETY

By 

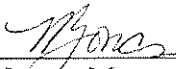
President

Assignment Lease

We, the undersigned, acknowledge the The Community Library has assumed this lease from the Ketchum Sun Valley Historical Society following approval by the Ketchum City Council on January 6, 2014 on this 06 day of FEB, 2014.

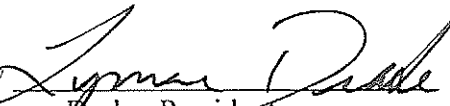
LANDLORD:

CITY OF KETCHUM

By 
Nina Jonas, Mayor

TENANT:

THE COMMUNITY LIBRARY ASSOCIATION,
INC.

By 
Lyman Drake, President

FORMER TENANT:

KETCHUM SUN VALLEY HISTORICAL
SOCIETY

By 
Heather Flood Daves, President



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 9, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Third Reading re: Ordinance No. 1120, Approving Amendments to Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings

Introduction/History

As part of an over-all review of the Zoning Code (Title 17) to make it a more user-friendly document and more in sync with current planning trends and Federal Emergency Management Agency (FEMA) requirements, staff has undertaken a thorough review of Chapter 17.88, Floodplain Management Overlay Zoning District (FP). As a stand-alone section of the code, it can be reviewed and modified as a discrete piece. In addition, this proposed code change removes the remaining references in Chapter 17.64 Community Core District (CC) to the Transfer of Development Rights section of the code that was removed in 2013.

The Planning and Zoning Commission conducted three (3) workshops regarding the proposed floodplain amendments on September 9, 2013, October 28, 2013 and February 10, 2014. On July 14, 2014, the Commission conducted a public hearing on the proposed amendments and recommended approval, with a few very minor revisions, to the City Council. Those revisions have been incorporated into the attached ordinance.

The City Council conducted a public hearing on Ordinance 1120 on August 18, 2014, at which no members of the public offered comment on the matter. A second reading was conducted on September 2, 2014, again with no public comment offered, and a third reading was scheduled for September 15, 2014.

Current Report

See attached staff report.

Financial Requirement/Impact

The proposed text changes will have no financial requirement or impact.

Recommendation

Staff respectfully recommends that the City Council ADOPT Ordinance 1120 following the third reading amending Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings.

Recommended Motion

"Pursuant to Idaho Code §67-65, I move to APPROVE the third and final reading of Ordinance No. 1120 amending Ketchum Municipal Code, Title 17, Zoning Code Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings."

Sincerely,

A handwritten signature in blue ink that reads "Rebecca F. Bundy". The signature is written in a cursive, flowing style.

Rebecca F. Bundy, CFM
Senior Planner

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF SEPTEMBER 15, 2014**

- REGARDING:** Third Reading, Ordinance No. 1120, City-initiated text amendments to Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), 17.64.010 Commercial Core District, I. Hotel Uses and 17.64.020 Commercial Core District, H. Historic Buildings.
- NOTICE:** Published on July 30, 2014, Idaho Mountain Express
Post in four (4) places within the City of Ketchum on August 1, 2014
Mailing on July 31, 2014 to political subdivisions and outside agencies
- FROM:** Rebecca F. Bundy, Senior Planner
- ATTACHMENTS:** A. Proposed Ordinance No. 1120

BACKGROUND & EXPLANATION

As part of an over-all review of the Zoning Code (Title 17) to make it a more user-friendly document and more in sync with current planning trends and Federal Emergency Management Agency (FEMA) requirements, staff has undertaken a thorough review of Chapter 17.88, Floodplain Management Overlay Zoning District (FP). As a stand-alone section of the code, it can be reviewed and modified as a discrete piece. In addition, this proposed code change removes the remaining references in Chapter 17.64 Community Core District (CC) to the Transfer of Development Rights section of the code that was removed in 2013.

The Planning and Zoning Commission conducted three (3) workshops regarding the proposed floodplain amendments on September 9, 2013, October 28, 2013 and February 10, 2014. On July 14, 2014, the Commission conducted a public hearing on the proposed amendments and recommended approval, with a few very minor revisions, to the City Council. Those revisions have been incorporated into the attached ordinance.

The City Council conducted a public hearing on Ordinance 1120 on August 18, 2014, at which no members of the public offered comment on the matter. A second reading was conducted on September 2, 2014, again with no public comment offered, and a third reading was scheduled for September 15, 2014.

Staff has initiated the floodplain code amendments to achieve the following goals:

- Fix errors, inconsistencies and correct capitalization;
- Clarify unclear language for ease of interpretation and clarity of process;
- Use language that is consistent with FEMA flood maps and studies;
- Add definitions as necessary;

- Add diagrams to clarify text;
- Add language to allow administrative review of minor projects;
- Add language to limit duration of approvals and terms for extensions of approvals;
- Add recommendations from FEMA flood insurance program manual to increase safety and lower flood insurance premiums; and
- Suggest options for higher regulatory standards to obtain a higher rating through Community Rating Service (CRS) points, thus possibly reducing flood insurance premiums by another 5%.

In the attached ordinance, please find the proposed code amendments in strike-out/underline format. Specifically, the suggested changes come in these areas:

1. **Throughout Chapter 17.88** - Capitalization has been corrected.
2. **Throughout Chapter 17.88** - The term “100-year flood” has been replaced with “1% chance annual flood”, and the term “500-year” had been replaced with “.2% chance annual” per FEMA’s recommendation.
3. **SECTION 17.88.020. STATEMENT OF PURPOSE, A., F. and N.:** Adds language to clarify the purpose of the floodplain code and corrects a typographical error.
4. **SECTION 17.88.030: METHODS OF REDUCING FLOOD LOSSES, B.:** Adds language to clarify that methods of flood loss reduction also pertain to substantially damaged/improved structures and for the lifetime of all structures.
5. **SECTION 17.88.040: DEFINITIONS:** Adds definitions to meet FEMA requirements and to clarify words used elsewhere in the chapter.
6. **SECTION 17.88.050: GENERAL PROVISIONS, B, C. and D.:** Adds language to clarify that landscaping changes in the riparian zone require design review, that Section C applies to the Floodway Subdistrict, that supporting calculations are required for certification to show that encroachments in the floodway shall not result in any increase in flood levels, and adding Section 8 that prohibits dumping in any water body in the city. Also adding language to clarify that elevation certificates shall only be required for structures located wholly or partially in the floodplain and at which points in the construction process those elevation certificates must be completed.
7. **SECTION 17.88.060: ADMINISTRATION:**
 - C. **Applications:** Adds language to clarify the application procedure, such as timing of applications and information to be included on the application.
 - D. **Duties and Responsibilities: 1.** Adds language giving the planning and zoning administrator the authority to process applications for a floodplain development permit

or waterways design review for minor projects and the planning and zoning commission the authority to consider the remaining, more complicated applications.

E. Criteria for Evaluation of Applications: Adds language to clarify criteria for evaluation, including that written City approval shall be required for all work in the riparian setback, height above base flood elevation requirements, when a LOMA-F is required, foundation engineering requirements, no net rise requirements and wetland mitigation requirements.

G. Terms of Approval: Adds a new section to create terms of approval limiting duration of permit/approval validity and procedures for obtaining extensions to a valid permit/approval.

H. Inspection Procedures: Adds a new section to outline inspection procedures for floodplain development permits and waterways design review approvals.

8. **SECTION 17.88.070: PROVISIONS FOR FLOOD HAZARD REDUCTION:**

A. General Standards: Adds language to clarify the requirements for anchoring of structures, use of flood-resistant materials and requirements for drainage plans and development of base flood elevation studies for new subdivisions.

B. Specific Standards: Adds language to clarify requirements for construction in the floodplain in AO zones, for residential crawlspace construction, nonresidential, recreational vehicles and critical facilities.

C. Floodways: Adds language requiring supporting calculations for no net rise certification and limiting the uses allowed within the floodway.

9. **SECTION 17.88.080: ENFORCEMENT AND PENALTIES: A.:** Replaces the term “special construction permit” with language clarifying that this section applies to a floodplain development permit, waterways design review and/or stream alteration permit.

10. **SECTION 17.88.120: APPLICATION FOR EMERGENCY STREAM BANK STABILIZATION:** Replaces the one hundred and fifty dollar (\$150) fee with a fee as set by the city council.

11. **SECTION 17.64.010 COMMUNITY CORE DISTRICT, I. HOTEL USES:** Deletes Section 2. Designated Sending Areas Restricted, because it references the previously deleted Transfer of Development Rights section.

12. **SECTION 17.64.020 COMMUNITY CORE DISTRICT, H. HISTORIC BUILDINGS:** Deletes Section 1. Design Regulations, because it references the previously deleted Transfer of Development Rights section.

EVALUATION STANDARDS

1. Pursuant to Section 17.152.010 of Zoning Code Title 17, amendments to the zoning ordinance or the zoning map “shall be in accordance with the laws of the State of Idaho and all other applicable City Ordinances”.

Staff Analysis: The proposed amendments are in accordance with the laws of the State of Idaho and other applicable City Ordinances. The Council has the right to enact legislation dealing with this issue.

Recommendation: This standard will be met through the public hearing process.

2. Idaho’s Local Planning Act, Section 67-6511 states that ordinances establishing zoning districts shall be amended as follows; (a) Requests for an amendment to the zoning ordinance shall be submitted to the zoning or planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment requested.

Particular consideration shall be given to the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction. (b) If the request is in accordance with the adopted plan, the ... commission may recommend and the governing board may adopt or reject the ordinance amendment under the notice and hearing procedures provided in Section 67-6509, Idaho Code.

Staff Analysis: The proposed code amendments will help to implement the provisions of the 2014 Ketchum Comprehensive Plan and the 2006 Downtown Master Plan by allowing for the following:

- Clarification of the code provisions;
- Greater protection of riverine habitat and ecosystems, surface water quality and groundwater quality;
- Preservation of quality natural systems – habitat, floodplain and water quality; and
- Greater protection of the health, safety and welfare of citizens with property in the floodplain.

No comments have been received from any political subdivisions.

Recommendation: This standard will be met.

ORDINANCE NUMBER 1120

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING TITLE 17, CHAPTER 17.88 FLOODPLAIN MANAGEMENT OVERLAY DISTRICT (FP) BY REPEALING THE EXISTING CHAPTER IN ITS ENTIRETY AND ENACTING NEW CODE THAT ADDS NEW LANGUAGE, DELETES LANGUAGE, CLARIFYS DEFINITIONS, TERMS OF APPROVAL, ADMINISTRATION AND OTHER PROVISIONS; AND AMENDING TITLE 17, CHAPTER 17.64 COMMUNITY CORE DISTRICT (CC) BY DELETEDING REFERENCES TO TRANSFER OF DEVELOPMENT RIGHTS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A CODIFICATION CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; PROVIDING A REPEALER CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City participates in the Federal Emergency Management Agency (FEMA)'s National Flood Insurance Program (NFIP) in order to protect the health, safety and welfare of its citizens and to ensure that flood insurance is available to them;

WHEREAS, FEMA has performed a review of the existing code and has provided the City with a list of required code amendments to bring the code into compliance with NFIP standards;

WHEREAS, the City participates in the NFIP's Community Rating System (CRS) program, which provides flood insurance rate reductions to the City's citizens based on the City's compliance with CRS standards, including code standards that exceed minimum NFIP requirements;

WHEREAS, City staff has aspired to clarify code language, streamline the development approval processes for smaller projects and ensure that terms of approval have limits, so that projects will be subject to current regulations, and ensure that the code aligns with State Statute;

WHEREAS, the Planning and Zoning Commission considered these text amendments in work sessions on September 9, 2013, October 28, 2013 and February 10, 2014; and,

WHEREAS, the Planning and Zoning Commission held a duly notice public hearing on the amendments and made a recommendation of approval to the City Council on July 14, 2014; and,

WHEREAS, the City Council held a duly noticed first reading and public hearing on this matter on August 18, 2014, and a second reading on September 2, 2014 on this matter in accordance with the provisions of the Ketchum Municipal Code and Idaho Statutes; and,

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

SECTION 1. Repeals CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY DISTRICT (FP) in its entirety.

SECTION 2. Replaces the former CHAPTER 17.88, FLOODPLAIN MANAGEMENT OVERLAY DISTRICT (FP) with the attached ordinance, Exhibit "A".

SECTION 3. CHAPTER 17.64, COMMUNITY CORE DISTRICT (CC), Section 17.64.010.I Hotel Uses to be amended by deleting therefrom the stricken language and adding the underlined language hereinbelow, to wit:

1. *Number Of Floors: Hotels may build a fourth floor. If a site meets the criteria for five-story hotel site designation, a fifth floor may be built. Five-story hotels may only be approved via a planned unit development (PUD) as outlined in [title 16, chapter 16.08](#) of this code. However, with the exception of limited architectural elements, hotel projects may not request waivers to the mass and height specifications of subsection L9c of this section, building type 6 hotel.*
 - a. *Five-Story Hotel Site Designation Criteria: A property shall meet all of the following criteria to be designated as a five-story hotel site:*
 - (1) *Is located in subdistrict A, retail core.*
 - (2) *Is highly visible to visitors.*
 - (3) *Is convenient to walk to retail center.*
 - (4) *Is near the center town plaza, Main Street and Sun Valley Road.*
 - (5) *Contributes to the retail vibrancy.*
 - (6) *Is not located on Main Street between First Street and Sixth Street.*
 - (7) *Has a minimum lot area of thirty three thousand (33,000) square feet.*
 - (8) *Respects the general parameters of any massing studies which may be applicable in the area.*
- ~~2. *Designated Sending Areas Restricted: Without exception, hotels cannot build fourth or fifth floors in designated sending areas, as may be adopted by the city council.*~~
- ~~3.2.~~ *Employee Housing: Hotel developments are required to mitigate employee housing impacts at a ratio of twenty five percent (25%) of the total number of employees calculated by the following formula: One employee per hotel room or bedroom. A development agreement or other similar tool shall be utilized to outline employee housing commitments.*
- ~~4.3.~~ *Employee Housing Plan: The applicant shall provide an employee housing plan which outlines the number of employees, income categories and other pertinent data. The employee housing plan shall be the basis of the applicant's proposal for*

the mix of employee housing which addresses the range of employees needed to serve the hotel.

- 5.4. *Alternate Means To Satisfy Square Footage: The city council may consider a request by the hotel developer to satisfy any required employee or community housing square footage by alternate means. Off site mitigation, payment of in lieu fees, land in lieu of units, or other considerations may be proposed by the hotel developer. Larger sites are encouraged to include employee and/or community housing on site. The city council has full discretionary power to deny said request.*
- 6.5. *Development Agreement: Hotels shall enter into a development agreement with the city as part of the PUD approval process. Said development agreement may address the following subjects: community housing, hotel room uses and restrictions, public access on the property, alternatives and remedies if the hotel use ceases, and any other issue the planning and zoning commission or city council deems appropriate. Said development agreement shall follow the public hearing process as outlined in [title 16, chapter 16.08](#) of this code. Said development agreement shall be subject to sections [17.154.060](#), "Enforcement", and [17.154.070](#), "Modification And Termination", of this title.*

SECTION 4. CHAPTER 17.64, COMMUNITY CORE DISTRICT (CC), Section 17.64.020.H Historic Buildings to be amended by deleting therefrom the stricken language and adding the underlined language hereinbelow, to wit:

1. *~~Design Regulations: Owners of properties that have entered into the TDR program by establishing TDRs are required to meet the secretary of interior's standards for the treatment of historic properties when renovating or modifying their building.~~None.*

SECTION 5. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

SECTION 7. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form attached hereto as Exhibit "B," shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 8. REPEALER CLAUSE. All City of Ketchum code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this _____ day of _____, 2014.

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

Exhibit A

Article I. Flood Damage Prevention

17.88.010: FINDINGS OF FACT:

- A. The flood hazard areas of Ketchum, Idaho, are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- B. These flood losses are caused by the cumulative effects of obstruction in areas of special flood hazard which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.
- C. The Big Wood River and its tributaries and floodplains in Ketchum are important to the well being of its citizens as a source of recreation, fish and wildlife habitat, aesthetic beauty, a source of irrigation water as well as other economic and lifestyle values.
- D. The studies listed below are hereby adopted as the primary sources of flood hazard analysis:
 1. "Flood Insurance Study (FIS) For Blaine County, Idaho And Incorporated Areas", Flood Insurance Study ~~flood insurance study~~ numbers 16013CV001A and 16013CV002A, dated November 26, 2010, and any amendments thereto;
 2. Digital Flood Insurance Rate Maps ~~flood insurance rate maps~~ (DFIRMs) for Blaine County, Idaho, and incorporated areas: map number 16013CIND0A; map number 16013C0433E, community panel number 0433E; map number 16013C0434E, community panel number 0434E; map number 16013C0441E, community panel number 0441E; map number 16013C0442E, community panel number 0442E; map number 16013C0453E, community panel number 0453E; map number 16013C0461E, community panel number 0461E, and any amendments thereto; and
 3. Other flood hazard studies, as may be adopted by the city, will be utilized in determining flood hazard.
- E. Regulations pertaining to development on property affected by the 1% annual chance flood (100-year flood), as defined herein, are necessary in addition to those of the underlying zoning district in order to promote the health, safety and welfare of the citizens of and visitors to the City ~~city~~ of Ketchum, Idaho. (Ord. 1078, 2010: Ord. 702 § 1, 1997: Ord. 525 § 1, 1989: Ord. 278 § 1, 1978)

17.88.020: STATEMENT OF PURPOSE:

It is the purpose of this section to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life, ~~and health,~~ safety and welfare;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound ~~second~~-use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard;
- H. To ensure that those who occupy the areas of special flood hazard assume the responsibility for their actions;
- I. To allow the river and creeks and their adjacent lands to convey floodwaters to minimize property damage;
- J. To regulate uses in the floodplain for the purpose of preserving, protecting, and enhancing the abundance and diversity of fish, wildlife and riparian resources;
- K. To protect, preserve and enhance the waterways and floodplains as a recreation resource;
- L. To provide a formal procedure for stream alteration permit applications;
- M. To restrict or prohibit uses which are injurious to health, safety or property in times of flood, which result in environmental damage, or that cause increased flood heights or velocities; and

- N. To guide development and city review of development in the floodplain and adjacent to waterways in order to establish the most appropriate building envelopes for lots existing and in new subdivisions. (Ord. 525 § 1, 1989: Ord. 278 § 1, 1978)

17.88.030: METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this section includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction, at time of substantial damage or substantial improvement and throughout their intended lifespan;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Controlling, filling, grading, dredging, and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers which may unnaturally divert floodwaters or which may increase flood hazards in other areas. (Ord. 525 § 1, 1989: Ord. 278 § 1, 1978)

17.88.040: DEFINITIONS:

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meanings they have in common usage and to give this article its most reasonable application.

0.2% ANNUAL CHANCE FLOOD: The flood having a 0.2% chance of being equaled or exceeded in any given year. Also referred to as the 500-year flood.

1% ANNUAL CHANCE FLOOD: See BASE FLOOD.

AREA OF SHALLOW FLOODING: A designated AO or VO zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet (1' - 3'); a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow, and AH indicates ponding.

AREA OF SPECIAL FLOOD HAZARD: The land in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year. Designation on maps always includes the letters

"A" or "V". The term "special flood hazard area", for the purposes of these regulations, is synonymous with the phrase "area of special flood hazard".

BASE FLOOD: The flood having one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood, the regulatory flood or the intermediate regional flood (IRF). Designation on maps always includes the letters "A" or "V".

BASE FLOOD ELEVATION (BFE): The water surface elevation of the 1% annual chance flood.

BASEMENT: Any area of a building having its floor sub-grade (below ground level) on all sides. A crawlspace that is not built to the specifications of Section 17.88.070B2c is considered a basement.

CRAWLSPACE: The unfinished area of a structure, enclosed by foundation walls, between the ground below and the floor system above. A crawlspace is generally under four feet (4') in height and unfinished. A crawlspace built to the specifications of Section 17.88.070B2c is not considered a basement. (See Section 17.88.070B2c, Figure 1: Preferred Crawlspace Construction.)

CRAWLSPACE, BELOW-GRADE: A crawlspace where the ground level in the enclosed space is below the lowest adjacent grade next to the building. (See Section 17.88.070B2c, Figure 2: Below-grade Crawlspace Construction.)

CRITICAL FACILITY: A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, or installations which produce, use or store hazardous materials or hazardous waste.

DEVELOPMENT: Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, ~~or~~ drilling operations or permanent (root ball) removal of trees and large shrubs.

FERTILIZER: Any substance containing one (or more) recognized plant nutrient which is used for its plant nutrient content and which is designed for use or claimed to have value in promoting plant growth, and includes limes and gypsum. It does not include unmanipulated animal manure and vegetable organic waste derived material, or biosolids regulated under 40 CFR Part ~~part~~-503.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which the Federal Insurance Administration ~~federal insurance administration~~ has delineated both the areas of special flood hazard and risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS): The official report provided by the Federal Insurance

Administration federal insurance administration that includes flood profiles, the flood boundary-floodway map and the water surface elevation of the base flood.

FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation of normally dry land areas from:

- A. The overflow of inland or tidal water; and/or
- B. The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD DAMAGE RESISTANT MATERIAL: Any building material capable of withstanding direct and prolonged contact with floodwaters (minimum 72 hours) without sustaining significant damage (i.e. damage requiring more than cleaning, sanitizing or resurfacing). Refer to Federal Emergency Management Agency (FEMA) Technical Bulletin 2 - 2008, Flood Damage Resistant Materials for more information.

FLOOD PROTECTION ELEVATION (FPE): An elevation that shall correspond to the elevation of the one percent (1%) chance flood (one hundred (100) year flood) plus any increased flood elevation due to floodway encroachment, plus any required freeboard. This is required by Idaho State Statute 46-1021. The Ketchum Municipal Code has more stringent requirements.

FLOODPLAIN: Any land area susceptible to being inundated by water from any source.

FLOODPROOFING: Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1'). This term is also referred to as the "regulatory floodway".

HIGHEST ADJACENT GRADE: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HABITABLE FLOOR: Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for garage, storage or access purposes is not a "habitable floor".

INTERMEDIATE REGIONAL FLOOD (IRF): See BASE FLOOD.

LOWEST ADJACENT GRADE: The lowest point of the ground level immediately next to a building.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements contained in Subsection ~~17.88.070B1b~~ 17.88.070B2c of this article.

MANUFACTURED HOME: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MEAN HIGH WATER MARK: A water level corresponding to the natural or ordinary high water mark and is the line which the water impresses on the soil by covering it for sufficient periods of time to deprive the soil of its terrestrial vegetation and destroy its value for commonly accepted agricultural purposes.

NEW CONSTRUCTION: Structures for which the "start of construction" commenced on or after the effective date hereof.

ORGANIC FERTILIZER: A nonsynthetic fertilizer.

PESTICIDE:

- A. Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, plant, fungus or virus;
- B. Any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant; and
- C. Any nitrogen stabilizer.

Pesticide shall not include any article that is a "new animal drug" within the meaning of Section ~~section~~ 321(w) of Title ~~title~~ 21 of the United States Code, that has been determined by the secretary of Health and Human Services ~~health and human services~~ not to be a new animal drug by a regulation establishing conditions of use for the article, or that is an animal feed within the meaning of Section ~~section~~ 321(x) of Title ~~title~~ 21 of the United States Code bearing or containing a new animal drug.

RESTRICTED USE CHEMICAL: Any pesticide, pesticide use, soil sterilant, or fertilizer classified for restricted use by the United States Environmental Protection Agency (EPA) ~~environmental protection agency~~. Restricted use pesticides typically may not be applied by anyone not licensed to apply restricted use pesticides.

RECREATIONAL VEHICLE: Means a vehicle that is:

- a. Built on a single chassis;
- b. Four hundred (400) square feet or less in size when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Design primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

RIPARIAN ZONE: That area along the banks of any waterway twenty five feet (25') in width measured horizontally from the mean high water mark.

SOIL STERILANT: A chemical that temporarily or permanently prevents the growth of all plants and animals.

SPECIAL FLOOD HAZARD AREA: See AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STREAM ALTERATION: To obstruct, diminish, destroy, alter, modify, relocate, or change the natural existing shape of the stream channel or to change the direction of flow of water of any stream channel within or below the mean high water mark. It includes removal of material from the stream channel and emplacement of material or structures in the stream channel.

STRUCTURE: A walled and roofed building including a gas or liquid storage tank that is principally aboveground, as well as a manufactured home.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT:

A. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

B. The term does not, however, include either:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places ~~national register of historic places~~ or the Idaho Historic Sites Inventory ~~a state inventory of historic places~~.

VARIANCE: A grant of relief from the requirements of this article which permits construction in a manner that would otherwise be prohibited by this article. (Ord. 997 § 1, 2006: Ord. 608 § 1, 1993: Ord. 525 § 1, 1989: Ord. 278 § 2, 1978)

17.88.050: GENERAL PROVISIONS:

A. Establishment ~~Of The~~ of the Floodplain Management Overlay Zoning District: The Floodplain Management Overlay Zoning District ~~floodplain-management-overlay-zoning district~~ is hereby established. The regulations of this district apply to all lands within the jurisdiction of the city that lie within the 1% annual chance ~~100-year~~ floodplain boundaries as determined by the graphic representation shown on the Flood Insurance Rate Map ~~flood insurance rate map~~ (FIRM) and by the elevations of the ~~IRF~~ base flood contained in the Flood Insurance Study ~~flood insurance study~~ referred to hereinbelow in addition to the regulations contained in the underlying zoning district.

1. Establishment ~~Of The~~ of the Floodway Subdistrict ~~And The~~ and the Floodplain Subdistrict: The floodplain areas are divided into two (2) subdistricts: the Floodway Subdistrict ~~floodway subdistrict~~ and the Floodplain Subdistrict ~~floodplain subdistrict~~.

2. Rules For Interpretation ~~Of The~~ of the Floodplain Management Overlay Zoning District Boundaries And The and the Floodway Subdistrict And The and the Floodplain Subdistrict Boundaries: The Floodplain Management Overlay Zoning District ~~floodplain management overlay zoning district~~ boundaries are represented on the official zoning map of the city. However, the precise intermediate regional flood (IRF) location shall be determined by ~~on a~~ site survey and elevations as interpreted from the adopted Flood Insurance Rate Map ~~flood insurance rate map~~ and the Flood Insurance Study ~~flood insurance study~~. All land within the external boundary of the 1% annual chance 100-year floodplain and all parcels with any portion thereof affected by said 1% annual chance 100-year floodplain shall be considered to be within the Floodplain Management Overlay Zoning District ~~floodplain management overlay zoning district~~ governed thereby in addition to the underlying zoning district. The city may make necessary interpretations of the boundary based upon the recommendation of the city engineer or other expert.

 3. Basis ~~For for~~ Establishing ~~The the~~ Areas ~~Of of~~ Special Flood Hazard: The areas of special flood hazard identified by the Federal Insurance Administration ~~federal insurance administration~~ in a scientific and engineering report entitled "The Flood Insurance Study (FIS) ~~For for~~ Blaine County, Idaho ~~And and~~ Incorporated Areas" with accompanying Digital Flood Insurance Rate Maps ~~digital flood insurance rate maps~~ (DFIRMs) bearing an effective date of November 26, 2010, to establish the areas of special flood hazard for land which has been or will be annexed into the city limits of the City ~~city~~ of Ketchum, Idaho, since the adoption of said study for the incorporated area of the city are hereby adopted by reference and declared to be a part of this article. The Flood Insurance Studies ~~flood insurance studies~~ are on file at the office of the city clerk, City Hall, 480 East Avenue North, Ketchum, Idaho.
- B. Establishment ~~Of of~~ Waterways Design Review Subdistrict: The city hereby makes the following findings of fact with regard to establishing a Waterways Design Review Subdistrict ~~waterways design review subdistrict~~:
1. Flooding is aggravated by the collection of debris upstream of the many channel obstructions located in the floodplain areas. Such obstructions include bridges, fences, houses, trees, etc. The accumulation of debris has resulted in significantly higher water surface elevations upstream from the obstructions than would otherwise be expected. Obstructions can and tend to cause flooding to extend beyond anticipated FEMA 1% annual chance 100-year flood boundaries at points of debris accumulation which cannot be predicted.

 2. All structures located roughly within the limits of the 0.2 % annual chance 500-year floodplain are subject to inundation, if not direct impact by the channel itself, during floods of return frequencies of ten (10) to twenty (20) years. This is

due to the tendency of the channel to change abruptly, often cutting a totally new channel in a few hours, during high water periods because the Big Wood River is wide, flat and has relatively shallow channel in many areas.

3. The levees built by the U.S. Army Corps of Engineers ~~army corps of engineers~~ are not considered by the corps to be adequately designed to be classified as permanent structures capable of withstanding a 1% annual chance ~~100-year~~ flood.
4. Encroachments (i.e., houses, fill, etc.) on floodplains reduce the flood carrying capacity and increase flood heights, thus increasing flood hazards beyond the encroachment. With every new structure or other development since the FEMA 1% annual chance ~~100-year~~ boundary was determined, the ability of the floodplain to function as originally assumed changes.
5. Historically, development adjacent to waterways has had a direct effect on methods chosen by owners to protect their property and often to the detriment of the natural stream by destroying or greatly altering fish and wildlife habitat and by unnaturally armoring the banks of the waterways to prevent erosion and, thus, future damage to manmade structures.
 - a. The purposes for which said subdistrict is established are as follows:
 - (1) To guide development adjacent to waterways toward the most appropriate building envelope for its particular site;
 - (2) To minimize the impact of development adjacent to waterways on adjacent properties upstream, downstream and across waterways;
 - (3) To review development plans for property adjacent to waterways to minimize the obstruction of the conveyance of floodwaters;
 - (4) To provide for the maintenance and/or enhancement of the riparian environment including wildlife habitat along waterways;
 - (5) To carry out the provisions of the comprehensive plan as well as health, safety and welfare with regard to properties adjacent to waterways;
 - (6) To warn that city review and approval is not going to prevent flooding and that ~~it~~ flooding may occur;
 - (7) To advise of flood hazards and studies and options available;

- (8) To review drainage/obstructions to flood carrying capacity and to advise on methods that may be used to moderate impact of the development; and
 - (9) To review landscaping and access for flood carrying capacity and preservation or enhancement of riparian vegetation.
- b. The Waterways Design Review Subdistrict ~~waterways design review subdistrict~~ is hereby established and shall be defined as including all those parcels of property within the city limits lying adjacent to or within twenty five feet (25') of the mean high water mark of the Big Wood River, Trail Creek and Warm Springs Creek and any and all channels, having year round or intermittent flow, thereof.
 - c. Development, as defined in Section section 17.88.060~~17.88.040~~ of this article, and construction or placement of buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, and landscaping changes within the riparian zone, upon real property within the Waterways Design Review Subdistrict ~~waterways design review subdistrict~~ shall be subject to design review and shall require said approval under Section section 17.88.060 of this article, prior to issuance of a building permit, excavation/grading permit or commencement of any work associated with any such activity.
 - d. Applications for design review shall be made and processed according to the regulations contained in Chapter chapter 17.96 of this title and according to Section section 17.88.060 of this article.
- C. Uses Permitted: Due to the potential hazard to individuals as well as public health, safety and welfare, uses allowed in the Floodplain Management Overlay Zoning District ~~floodplain management overlay zoning district~~ are those which are permitted, conditional, and accessory as contained in the underlying zoning district; due to the sensitive ecology of the river system and riparian area and the detrimental impacts that uncontrolled use of pesticides and herbicides can create to both the river system and human health; however and, due to the extremely hazardous nature of the floodway due to velocity of floodwaters carrying debris, potential projectiles and erosion potential, the following provisions apply, in addition to all others, ~~to the floodway subdistrict:~~
- 1. Encroachments in the floodway including fill, new construction, substantial improvements and other development are prohibited unless certification, with supporting calculations, by a registered professional hydraulic engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge; and uses within

the floodway shall be restricted to those which are required by public necessity (for example, bridges, water pumps), recreational use (for example, paths), wildlife habitat improvements (for example, vegetation, nesting structures, pool/riffle improvements), and gravel extraction; provided, that the use/encroachment meets the approval of the Federal Emergency Management Agency ~~federal emergency management agency~~ and National Flood Insurance Program ~~national flood insurance program~~ and does not jeopardize the city's participation in the National Flood Insurance Program ~~national flood insurance program~~. New residential structures and residential substantial improvements are prohibited in the floodway.

2. If Subsection ~~subsection~~ D1 of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section ~~section~~ 17.88.070, "Provisions For Flood Hazard Reduction", of this article.
3. No use of restricted use chemicals or soil sterilants will be allowed within one hundred feet (100') of the mean high water mark on any property within the city limits at any time.
4. No use of pesticides, herbicides, or fertilizers will be allowed within twenty five feet (25') of the mean high water mark on any property within the city limits unless approved by the city arborist.
5. All applications of herbicides and/or pesticides within one hundred feet (100') of the mean high water mark, but not within twenty five feet (25') of the mean high water mark, must be done by a licensed applicator and applied at the minimum application rates.
6. Application times for herbicides and/or pesticides will be limited to two (2) times a year; once in the spring and once in the fall unless otherwise approved by the city arborist.
7. The application of dormant oil sprays and insecticidal soap within the riparian zone may be used throughout the growing season as needed.
8. It shall be unlawful to dump, deposit or otherwise cause any trash, landscape debris or other material to be placed in any stream, channel, ditch, pond or basin that regularly or periodically carries or stores water.

- D. General Notice Requirements: In order to provide reasonable notice to the public of the flood hazard potential within all areas of the ~~floodplain management overlay zoning district~~ Floodplain Management Overlay Zoning District, the following notice regulations

and requirements are hereby adopted for all real property and structures located within said district:

1. All subdivision plats shall identify and designate the 1% annual chance 100-year floodplain boundary and the floodway boundary including a certification by a registered surveyor that the boundaries were established consistent with the FIRM map for the city or Blaine County, whichever applies. All subdivision plats shall contain a note or notes that warn prospective buyers of property that sheet flooding can and will occur and that flooding may extend beyond the floodway and floodplain boundary lines identified.
 2. All subdivision plats shall contain note(s) that refer to the required ~~twenty-five~~ twenty-five foot (25') setback from all waterways called the riparian zone in which no development structure is permitted, and require that riparian vegetation shall be maintained in its natural state for the protection and stabilization of the river bank, and that removal of trees or other vegetation will be considered as part of the function of design review as set forth in Section section-17.88.060 of this article and Chapter chapter-17.96 of this title.
 3. Prior to issuance of any building permit for a structure located partially or wholly within the 1% annual chance floodplain, a pre-construction ~~the~~ elevation certificate shall be completed by a registered professional engineer, architect or surveyor and submitted to the City of Ketchum building inspector. The elevation certificate form shall be made available from the city. The certificate shall again be completed by the owner and/or his/her agents and submitted to the city upon completion of the foundation and construction of the lowest floor, and again prior to issuance of a certificate of occupancy or a final inspection by the building inspector to evidence the as built elevation of the lowest floor including basement.
 4. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale a parcel of real property and/or structure within said district shall provide the prospective purchaser with notice that said real property and/or structure is located within said district.
 5. Prior to issuance of any floodplain development permit, the property owner or his or her authorized agent shall acknowledge by executed written affidavit that said property is located within the 1% annual chance 100-year floodplain as defined herein and that a violation of the terms of this article shall cause the city to seek legal remedies.
- E. Compliance: No structure or land shall hereinafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other

applicable regulations. Should the regulations specified in any other ordinance of Ketchum be less restrictive, the regulations of this section shall apply.

- F. Abrogation And Greater Restrictions: This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance or section herein, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- G. Interpretation: In the interpretation and application of this section, all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body; and
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- H. Warning And Disclaimer Of Liability: The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This section does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. This section shall not be deemed or construed to create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration ~~federal insurance administration~~ for any flood damages that result from reliance on this section or any administrative decision lawfully made hereunder. (Ord. 1078, 2010: Ord. 997 § 2, 2006: Ord. 735 § 1, 1999: Ord. 702 § 2, 1997: Ord. 525 § 1, 1989: Ord. 278 § 3, 1978)

17.88.060: ADMINISTRATION:

- A. Establishment ~~Of~~ of Floodplain Development Permit: A floodplain development permit shall be obtained prior to issuance of a building or excavation/grading permit for any and all "development" as defined in Section ~~section~~ 17.88.040 of this article, and construction, including "stream alteration", as defined herein, within the ~~floodplain management overlay district~~ Floodplain Management Overlay District established in Subsection ~~subsection~~ 17.88.050A of this article.
- B. Establishment ~~Of~~ of Waterways Design Review: Approval of waterways design review shall be obtained prior to issuance of a building or excavation/grading permit and prior to commencement of construction for any and all "development" defined in Section ~~section~~ 17.88.040 of this article within the ~~waterways design review subdistrict~~

Waterways Design Review Subdistrict as defined in Subsection ~~subsection~~ 17.88.050B of this article.

- C. Applications: Applications shall be made on forms furnished by the city and may be made simultaneous with application for design review, where applicable, and prior to application for a building permit or application for design review, where applicable. The application shall contain the following information and any additional information which may be reasonably required by the administrator or commission:
1. Engineer, owner of property, applicant if different than owner, address, phone, email address, etc.
 2. Fees as set by resolution of council.
 3. Vicinity map.
 4. Site plan(s), drawn to scale, showing:
 - a. Nature, location, dimensions and elevations of lot, including one foot (1') contours.
 - b. Location of existing and proposed structures, fill, storage of materials, ~~and~~ drainage facilities and infrastructure.
 - c. Location of existing channels and ditches and other significant natural features, boundaries of floodway and regulatory floodplain, including intermediate regional flood (IRF), elevation, and other site specific information from the studies referred to in Subsection ~~subsection~~ 17.88.050A3 of this article.
 - d. Location and elevations of adjacent streets, water supply and sewer lines, including private wells and/or septic systems.
 - e. Elevation of the lowest floor (including basement) of all structures existing and proposed partially or wholly located in the 1% annual chance floodplain, including elevation to which any structure has been or will be floodproofed.
 - f. Existing vegetation and proposed landscape plan, including identification of sizes and types of trees and other plants to be saved, removed, and/or planted.
 - g. Identification of the riparian zone and the "mean high water mark", as defined in Section ~~section~~ 17.88.040 of this article.

- h. Location of previous stream alterations upstream, downstream and along both banks from subject lot.
 - i. Location of drainageways intermittent and year round including potential overflow channels or channel movement.
 - j. Proposed excavation or land fill including resulting slope grades for the building pad(s), driveways, and any other element of the proposed development where excavation or fill will take place.
 - k. Drainage plan including off site improvements such as borrow ditches and culverts and including a plan for on and off site improvements to provide for unobstructed conveyance of floodwaters.
 - l. For any building in the floodplain with an area below the lowest floor that is below the base flood elevation and has a ceiling height of five feet (5') or greater, the building owner shall sign a nonconversion agreement, that shall run with the property, promising not to improve, finish or otherwise convert the area below the lowest floor to living area and granting the city the right to inspect the enclosed area at its discretion. Such agreement shall be recorded at Blaine County's Recorder's Office.
5. Description of proposed development.
 6. Specifications for building construction and materials, floodproofing, filling, grading, dredging, channel improvement/changes and utilities.
 7. Elevation certificate, prepared by a licensed surveyor or engineer and/or floodproofing certification prepared by a professional engineer for any existing and proposed residential and nonresidential structures located partially or wholly within the 1% annual chance floodplain. Said floodproofing methods shall meet the criteria in Subsection ~~subsection~~ 17.88.070B of this article.
 8. Copy of Letter of Map Amendment based on Fill (LOMA-F) application for any proposed fill in the floodplain. LOMA-F approval shall be obtained from FEMA prior to issuance of a floodplain development permit.
 9. Copies of applications sent to the U.S Army Corps of Engineers (USACE) ~~army corps of engineers~~ and Idaho Department of Water Resources (IDWR) ~~department of water resources~~ (stream alteration only). USACE and ISWR approvals shall be obtained prior to issuance of a stream alteration permit.
 - ~~9-10.~~ 9-10. Cross section of proposed work (stream alteration only).

~~10.11~~ Length of stream to be worked, type of work to be done, type of equipment to be used and starting and completion dates of work (stream alteration only).

~~11.12~~ A valley cross section showing stream channel, floodway limits, elevations of adjacent land areas, intermediate regional flood (IRF), proposed development, and high water information and a profile showing the slope of the bottom of the channel or flow line of the stream may be required upon review of all other material submitted (stream alteration only).

13. A No-net Rise Certificate, including supporting calculations, prepared by registered professional hydraulic engineer for any work proposed in the floodway.

D. Duties And Responsibilities: The planning and zoning administrator is hereby appointed to administer and implement this article in accordance with its provisions.

1. The planning and zoning administrator shall have the authority to consider and approve, approve with conditions, or deny applications for floodplain development permits and for waterways design review, as required herein, for minor projects that do not constitute substantial improvement/damage, including, but not limited to, small additions or structures located entirely outside the floodplain, interior remodels, small second story additions, replacement roofing, minor exterior changes or repair or minor landscaping and/or riparian enhancement changes that do not conflict with the requirements of this article nor impact any adjacent properties. Said approval shall be issued in writing by the planning and zoning administrator prior to issuance of a building permit, or commencement of any development. Should the planning and zoning administrator determine that the proposal cannot be considered a minor project, said proposal shall receive floodplain development permit/waterways design review approval before the planning and zoning commission prior to issuance of a building permit.

2. The Ketchum planning and zoning commission shall consider and approve, approve with conditions, or deny applications for all other floodplain development permits as required herein, for all other waterways design review as required herein and for stream alterations at a duly noticed meeting. The administrator shall provide written notice of said application to owners of property immediately adjacent to the subject property. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application.

3. Specific duties and responsibilities shall include, but are not limited to:

1.a. Permit Review:

- a.(1) Review of all applications for proposed construction within the city to determine whether such construction is proposed, in whole or in part, within the floodplain management overlay district and/or the waterways design review district herein.
- b.(2) Review all building permit, floodplain development permit and design review applications to determine that the permit requirements of this section have been satisfied.
- c.(3) Review all floodplain development permit applications to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.
- d.(4) Review all floodplain development permit applications to determine that the proposed project shall be reasonably safe from flooding and if the proposed development adversely affects the velocity of flow and the flood carrying capacity of the area of special flood hazard. For the purposes of this section, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot (1') at any point.
- e.(5) Review proposed development to assure that all necessary permits have been obtained from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act, as amended, or by wide-area agencies, prior to issuing a development permit. Contact for review and comment when found necessary ~~Other agencies such as~~ may include Idaho Fish and Game, Idaho Department of Water Resources, Soil Conservation Service, Environmental Protection Agency EPA and U. S. Army Corps of Engineers. Such documentation shall be maintained on file with the floodplain development permit.
- (6) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, submit copies of such notifications to FEMA and assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

2.b. Use Of Other Base Flood Data: When base flood elevation data has not been provided in accordance with subsection 17.88.050A3, "Basis For Establishing The Areas Of Special Flood Hazard", of this article, the administrator shall obtain,

review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source in order to administer Subsections ~~subsections 17.88.070B1~~17.88.070B2, "Residential Construction", ~~B2B3~~, "Nonresidential Construction", and C, "Floodways", of this article.

3-c. Information To Be Obtained And Maintained:

a-(1) Where base flood elevation data is provided through the ~~flood insurance study~~ Flood Insurance Study or required as in Subsection D3b ~~subsection D2~~ of this section, obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

b-(2) For all new or substantially improved floodproofed structures:

(1)(a) Verify and record the actual elevation (in relation to mean sea level); and

(2)(b) Maintain the floodproofing certifications required in Subsection ~~subsection C7~~ of this section.

e-(3) Maintain in perpetuity for public inspection all records pertaining to the provisions of this section.

e-(4) Maintain in perpetuity records on all permits and appeals and report all variances to federal insurance administration.

4.d. Alteration Of Watercourses:

a-(1) Notify adjacent communities and all state agencies with jurisdiction over the special flood hazard areas identified in Subsection ~~subsection 17.88.050A~~ of this article and/or with jurisdiction over the corresponding watercourse, river, stream or tributaries prior to any alteration or riprapping, or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration ~~federal insurance administration~~.

b-(2) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

5.e. Interpretation ~~Of~~ of FIRM Boundaries: Make interpretations where needed as to the exact location of the boundaries of the areas of special hazard (for example,

where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Subsection ~~subsection~~ G of this section.

E. Criteria For Evaluation Of Applications: The criteria of floodplain development permit applications, waterways design review applications, and stream alteration permit applications shall be as follows:

1. Preservation or restoration of the inherent natural characteristics of the river and creeks and floodplain areas. Development does not alter river channel.
2. Preservation or enhancement of riparian vegetation and wildlife habitat, if any, along the stream bank and within the required minimum twenty five foot (25') setback or riparian zone. No construction activities, encroachment or other disturbance into the twenty five foot (25') riparian zone, ~~except for restoration,~~ shall be allowed at any time without written City approval per the terms of this ordinance.
3. No development, other than development by the City ~~city~~ of Ketchum or development required for emergency access, shall occur within the twenty five foot (25') riparian zone with the exception of approved stream stabilization work. The planning and zoning commission may approve access to property where no other primary access is available. Private pathways and staircases shall not lead into or through the riparian zone unless deemed necessary by the planning and zoning commission.
4. A landscape plan and time frame shall be provided to restore any vegetation within the twenty five foot (25') riparian zone that is degraded, not natural or which does not promote bank stability.
5. New or replacement planting and vegetation shall include plantings that are low growing and have dense root systems for the purpose of stabilizing stream banks and repairing damage previously done to riparian vegetation. Examples of such plantings include: red osier dogwood, common chokecherry, serviceberry, elderberry, river birch, skunk bush sumac, Beb's willow, Drummond's willow, little wild rose, gooseberry, and honeysuckle.
6. Landscaping and driveway plans to accommodate the function of the floodplain to allow for sheet flooding. Floodwater carrying capacity is not diminished by the proposal. Surface drainage is controlled and shall not adversely impact adjacent properties including driveways drained away from paved roadways. Culvert(s) under driveways may be required. Landscaping berms shall be designed to not

dam or otherwise obstruct floodwaters or divert same onto roads or other public pathways.

7. Impacts of the development on aquatic life, recreation, or water quality upstream, downstream or across the stream are not adverse.
8. Building setback in excess of the minimum required along waterways is encouraged. An additional ten foot (10') building setback is encouraged to provide for yards, decks and patios outside the twenty five foot (25') riparian zone.
9. The ~~bottom~~ top of the lowest floor of a building located in the 1% annual chance floodplain shall be a minimum of ~~one foot (1')~~ twenty-four inches (24") above the ~~IRF~~ base flood elevation of the subject property. (See Section 17.88.070.B.2.c, Figures 1 and 2.)
10. The backfill used around the foundation in the floodplain shall provide a reasonable transition to existing grade but shall not be used to fill the parcel to any greater extent. Compensatory storage shall be required for any fill placed within the floodplain. A LOMA-F shall be obtained prior to placement of any additional fill in the floodplain.
11. All new buildings shall be constructed on foundations that are approved by a licensed professional engineer.
- ~~12~~12. Driveways shall comply with effective street standards; access for emergency vehicles has been adequately provided for.
- ~~12~~13. Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.
- ~~13~~14. (Stream Alteration.) The proposal is shown to be a permanent solution and creates a stable situation.
- ~~14~~15. (Stream Alteration.) No increase to the 1% annual chance 100-year floodplain upstream or downstream has been certified, with supporting calculations, by a registered Idaho hydraulic engineer.
- ~~15~~16. (Stream Alteration.) The recreational use of the stream including access along any and all public pedestrian/fisher's easements and the aesthetic beauty shall not be obstructed or interfered with by the proposed work.
- ~~16~~17. Wetlands shall not be diminished. Where development is proposed that impacts any wetland, first priority shall be to move development from the wetland area.

Mitigation strategies shall be proposed at time of application that replace the impacted wetland area with a comparable amount and/or quality of new wetland area or riparian habitat improvement.

- ~~17~~18. (Stream Alteration.) Fish habitat shall be maintained or improved as a result of the work proposed.
- ~~18~~19. (Stream Alteration.) The proposed work shall not be in conflict with the local public interest, including, but not limited to, property values, fish and wildlife habitat, aquatic life, recreation and access to public lands and waters, aesthetic beauty of the stream and water quality.
- ~~19~~20. (Stream Alteration.) The work proposed is for the protection of the public health, safety and/or welfare such as public schools, sewage treatment plant, water and sewer distribution lines and bridges providing particularly limited or sole access to areas of habitation.

F. Conditions: Conditions of approval may include, but not be limited to:

1. Riparian vegetation and other landscaping is maintained in perpetuity as shown on approved plans.
2. As built certification shall be required to be submitted prior to occupancy of structure or upon completion of the proposed work (stream alteration).
3. Other permits (i.e., Idaho Department of Water Resources ~~department of water resources~~ and U. S. Army Corps of Engineers ~~corps of engineers~~) shall be obtained by the applicant prior to commencement of construction.
4. Restoration of damaged riparian vegetation within riparian zone shall be required prior to completion of the proposed project. A bond to assure such restoration may be required prior to commencement of such work.

G. Terms of Approval: The term of floodplain development permit, waterways design review or stream bank alteration approval shall be twelve (12) months from the date that findings of fact, conclusions of law and decision are adopted by the commission or upon appeal, the date the approval is granted by the council subject to changes in zoning regulations. Application must be made for a building permit (if required) with the Ketchum building department during the twelve (12) month term. Once a building permit (if required) has been issued, the approval shall be valid for the duration of the building permit. Unless an extension is granted as set forth below, failure to file a complete building permit application (if required) for a project in accordance with these provisions shall cause said approval to be null and void. The provisions of this section shall apply to those approvals obtained on or after (Insert date), 2014.

The city may, upon written request by the holder, grant a maximum of two (2) 12-month extensions to an unexpired approval. The first twelve (12) month extension shall be reviewed by the planning and zoning administrator and the chair of the planning and zoning commission. The second twelve (12) month extension shall be reviewed by the planning and zoning commission. Whether or not an extension is warranted shall be based on the following considerations:

1. Whether there have been significant amendments to the city's comprehensive plan, downtown master plan or ordinances which will apply to the subject approval;
2. Whether significant land use changes have occurred in the project vicinity which would adversely impact the project or be adversely impacted by the project;
3. Whether hazardous situations have developed or have been discovered in the project area; or
4. Whether community facilities and services required for the project are now inadequate.

If any of the foregoing considerations are found to exist with regard to the project for which an extension is sought, an extension may be granted with conditions of approval to remedy any unmet requirements, or the City may choose not to grant an extension. Otherwise the city shall approve such an extension. Said decision shall be issued in writing. No extensions shall be granted for an expired floodplain development permit or waterways design review approval.

H. Inspection Procedures:

1. For structures located wholly or partially in the regulatory floodplain:
 - a. Upon completion of the foundation and placement of the lowest floor, but prior to construction of exterior walls, or floodproofing by whatever construction means, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer who is authorized to certify such information in the State, and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. A city planner and the building inspector shall perform a site inspection to verify the conditions noted on the elevation and/or floodproofing certificates.

- b. The floodplain administrator shall review the lowest floor elevation and/or floodproofing certificates. Should these documents be found not in conformance with the requirements of this ordinance, the permit holder shall immediately cease further work and shall correct any deficiencies. Failure of the permit holder to submit the surveyed elevation and/or flood proofing certificate, and failure to correct said deficiencies required hereby, shall be the cause to issue a stop-work order for the project.
- c. Prior to final building permit inspection and issuance of a certificate of occupancy, it shall be the duty of the permit holder to submit to the floodplain administrator a final construction, as built, complete FEMA elevation certification and/or as-built floodproofed elevation certification per the procedures outlined in Sections a and b above. A planner and the building inspector shall perform a site inspection to verify the conditions noted on the elevation and/or floodproofing certificates.

2. For Waterways Design Review projects:

Prior to final building permit inspection and issuance of a certificate of occupancy, planning staff shall conduct a site inspection to verify that the project was constructed per the approved Waterways Design Review plans and that all conditions of approval have been satisfied.

I. Variance Procedure:

1. General:

- a. Generally, variances may be issued for ~~a~~ new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided Subsection I2 ~~subsection G2~~ of this section has been fully considered. As the lot size increases beyond the one-half (1/2) acre, the technical justification required for issuing the variance increases.
- b. Upon consideration of the factors of Subsection I2 ~~subsection G2~~ of this section and the purposes of this article, the commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

2. Considerations: In passing upon such applications, the commission shall consider the planning and zoning administrator's recommendations, all technical

evaluations, and all relevant factors and standards specified in other sections herein and:

- a. The danger that materials may be swept onto other lands to the injury of others;
- b. Whether the structure is designed, constructed and placed upon the lot to minimize flood damage exposure and minimize the effect upon the danger to life and property due to flooding or erosion damage;
- c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- d. The importance of the services provided by the proposed facility to the community;
- e. The necessity to the facility of a waterfront location, where applicable;
- f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- g. The compatibility of the proposed use with existing and anticipated development;
- h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- i. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities such as sewer, gas, electrical, and water systems, and streets and bridges; and
- l. Variances shall only be issued in accordance with the guidelines found at Section section-60.6, Code of Federal Regulations federal regulations (Title title-44 CFR), as set forth therein on the effective date hereof.

3. Conditions ~~For~~ for Variance:

- a. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the Idaho Historic Sites Inventory ~~State Inventory of Historic Places~~, without regard to the procedures set forth in the remainder of this article.
- b. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- c. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- d. A variance shall only be issued upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expenses, create nuisances, cause fraud on or victimization of the public as identified in Subsection 12 ~~subsection G2~~ of this section, or conflict with existing local laws or ordinances.
- e. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest flood elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- f. Variances as interpreted in the National Flood Insurance Program ~~national flood insurance program~~ are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.
- g. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria,

except ~~Subsection 13a~~~~subsection G3a~~ of this section, and otherwise complies with Subsections ~~subsections~~ 17.88.070A1 and A2 of this chapter.

~~h. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.~~

4. Appeals:

a. Appeals ~~From~~ from Planning ~~And~~ and Zoning Administrator: An appeal from any order, requirement, decision or determination of the planning and zoning administrator made in the administration or enforcement of this article may be taken by any affected person as that term is defined by Idaho Code Section ~~section~~ 67-6521, as it may be amended from time to time, or any officer or department of the city, to the planning and zoning commission by filing a notice of appeal in writing with the office of the planning and zoning administrator of the city in the manner prescribed herein:

(1) Action Required ~~By The~~ by the Planning And Zoning Administrator: The planning and zoning administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the commission the original of all papers constituting the record in the case, together with the order, requirement, decision or determination of the planning and zoning administrator. The planning and zoning administrator shall maintain in perpetuity the records of all appeals and report any variances to the Federal Insurance Administration ~~federal insurance administration~~ upon request.

(2) Hearing ~~And~~ and Notice: The commission shall, following receipt of the planning and zoning administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the planning and zoning administrator, and to any other affected person, as defined in Idaho Code Section ~~section~~ 67-6521, as that section may be amended from time to time, all in accordance with Idaho Code Section ~~section~~ 67-6501 et seq., as may be amended from time to time.

(3) Authority ~~Of~~ of Commission: Upon hearing the appeal, the commission shall consider the record, the order, requirement, decision or determination of the planning and zoning

administrator and the notice of appeal, together with oral presentation by the appellant and the planning and zoning administrator. The commission may affirm, reverse, or modify, in whole or in part, the order, requirement, decision or determination of the planning and zoning administrator.

- (4) ~~Decision~~ By ~~by~~ Commission: The commission shall enter a decision within thirty (30) days after the hearing on appeal, which shall include its written findings of fact and conclusions of law separately stated. The commission shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho Code Section ~~section~~ 67-6521, as that section may be amended from time to time.
- b. ~~Appeals From~~ from ~~Planning And~~ and ~~Zoning Commission~~: An appeal from any order, requirement, decision or determination of the commission made in the administration or enforcement of this article may be taken by any affected person, as that term is defined by Idaho Code Section ~~section~~ 67-6521, as it may be amended from time to time, or any officer or department of the city, to the city council by filing a notice of appeal in writing with the office of the planning and zoning administrator of the city in the manner prescribed herein:
- (1) ~~Action Required By~~ by ~~The~~ the ~~Planning And~~ and ~~Zoning Administrator~~: The planning and zoning administrator shall certify that all procedural requirements have been satisfied and fees paid and transmit to the council the original of all papers constituting the record in the case, together with the order, requirement, decision or determination of the commission. Upon written request of the appellant or any affected person, as defined in Idaho Code Section ~~section~~ 67-6521, as that section may be amended from time to time, and the advance payment of the cost thereof, a verbatim transcript of the commission proceedings shall be prepared and transmitted to the council. The planning and zoning administrator shall maintain the records of all appeals and report any variances to the Federal Insurance Administration ~~federal insurance administration~~ upon request.
 - (2) ~~Hearing And~~ and ~~Notice~~: The council shall, following receipt of the planning and zoning administrator's certificate and the record of the case, set the matter for hearing and give notice of the date, time, place and purpose thereof and of the right to request a copy of the decision thereon, to the appellant, the commission, and to

any other affected person, as defined in Idaho Code Section section-67-6521, as that section may be amended from time to time, all in accordance with Idaho Code Code Section section-67-6501 et seq., as may be amended from time to time.

- (3) Authority Of of Council: Upon hearing the appeal, the council shall consider only matters which were previously considered by the commission as evidenced by the record, the order, requirement, decision, or determination of the commission and the notice of appeal, together with oral presentation by the appellant and the commission. The council may affirm, reverse, or modify, in whole or in part, the order, requirement, decision or determination of the commission. Furthermore, the council may remand the application to the commission for further consideration with regard to specific criteria stated by the council.
 - (4) Decision By-by Council: The council shall enter a decision within thirty (30) days after the hearing on appeal, which shall include its written findings of fact and conclusions of law separately stated. The council shall transmit a copy of the decision to the appellant and any affected person who has requested a copy in writing, as defined in Idaho Code Section section-67-6521, as that section may be amended from time to time.
- c. Time For-for Filing Appeals: All appeals permitted or authorized by this article shall be taken and made in the manner and within the time limits as follows: The written notice of appeal shall be filed before five o'clock (5:00) P.M. of the fifteenth calendar day after the order, requirement, decision or determination of the planning and zoning administrator has been made or after findings of fact have been approved by the commission, whichever is applicable. The failure to physically file a notice of appeal with the planning and zoning administrator of the city within the time limits prescribed by this Subsection I4c~~subsection G4c~~ shall be jurisdictional and shall cause automatic dismissal of such appeal.
 - d. Fee For-for Appeals: A fee equal to the expense of giving notice as required by Subsection I4a(2) or I4b(2)~~subsection G4a(2) or G4b(2)~~ of this section, as applicable, shall be paid within two (2) days after receipt from the planning and zoning administrator of the amount thereof. In the event the fee is not paid as required, the appeal shall not be considered filed.
 - e. Notice Of-of Appeal; Form And Contents: The notice of appeal shall be in writing and in such form as shall be available from the office of the

planning and zoning administrator, which shall require to be set with specificity all bases for appeal, including the particulars regarding any claimed error or abuse of discretion. (Ord. 997 § 3, 2006: Ord. 941 § 1, 2004: Ord. 735 § 1, 1999: Ord. 608 § 2, 1993: Ord. 525 § 1, 1989: Ord. 278 § 4, 1978)

17.88.070: PROVISIONS FOR FLOOD HAZARD REDUCTION:

A. General Standards: In all areas of special flood hazard, the following standards are required:

1. Anchoring:

- a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- b. All manufactured homes must likewise be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference the Federal Emergency Management Agency's "Manufactured Home Installation In Flood Hazard Areas" guidebook for additional techniques).

2. Construction Materials ~~And~~ and Methods:

- a. ~~All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. All structural and non-structural building materials utilized at or below the base flood elevation must be flood resistant. Flood damage resistant materials must be used for all building elements subject to exposure to floodwaters, including floor joists, insulation, and ductwork. If flood damage resistant materials are not used for building elements, those elements must be elevated above the base flood elevation. This requirement applies regardless of the expected or historical flood duration.~~
- b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- c. Electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or

located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. Utilities:

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
- c. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals:

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- c. All subdivision proposals shall have adequate drainage provided to ensure that the post-development stormwater (of a 25-year storm) discharge will not exceed the amount of runoff under pre-development conditions. Drainage plans and pre- and post-development hydrology calculations shall be prepared by a civil engineer licensed in the State of Idaho. ~~reduce exposure to flood damage;~~
- d. Require that base flood elevation data be provided or generated for all subdivision and PUD proposals ~~and other proposed developments. Base flood elevation shall be developed per FEMA hydrologic and hydraulic analysis methods and prepared by a qualified engineer licensed in the State of Idaho. United States Geological Survey (USGS) datum shall be used and identified on the plat and a permanent bench mark shall be identified and shown on the plat;~~
- e. All requirements of the Code of Federal Regulations, 44 CFR 60.3 shall be met; and

5. ~~Of~~ Review of Building Permits: Where elevation data is not available either through the Flood Insurance Study ~~flood insurance study~~ or from another

authoritative source (~~Subsection subsection~~ 17.88.060D3b of this article), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet (2') above grade in these zones may result in higher insurance rates.

B. Specific Standards: In all areas of special flood hazard where base flood elevation data has been provided as set forth in ~~Subsection subsection~~ 17.88.050A3, "Basis For Establishing The Areas Of Special Flood Hazard", or 17.88.060D3b, "Use Of Other Base Flood Data", of this article, the following provisions are required:

1. All construction in AO zones shall be designed and constructed with drainage paths around structures to guide water away from structures.

2. Residential Construction:

a. New construction and substantial improvement of any residential structure in any A1-30, AE and AH zone shall have the ~~bottom~~ top of the floor structure of the lowest floor, including basement, elevated a minimum of ~~one foot (1')~~ twenty-four inches (24") above the base flood elevation.

b. New construction and substantial improvement of any residential structure in any AO zone shall have the lowest floor, including basement, elevated to or above the highest adjacent grade at least as high as the FIRM's depth number plus twenty-four inches (24").

c. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria (See Figure 1: Preferred Crawlspace Construction and Figure 2: Below-grade Crawlspace Construction):

(1) A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. Openings shall be placed on at least two (2) walls to permit entry and exit of flood waters.

- (2) The bottom of ~~all openings~~ each flood vent opening shall be no higher than one foot (1') above the lowest adjacent exterior grade.
- (3) Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.
- (4) Portions of the building below the base flood elevation shall be constructed with material resistant to flood damage.
- (5) The interior grade of a below-grade crawlspace (See Figure 2: Below-grade Crawlspace Construction) below the base flood elevation shall not be more than two feet (2') below the lowest adjacent exterior grade.
- (6) The height of a below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall, shall not exceed four feet (4') at any point.
- (7) A below-grade crawlspace shall have an adequate drainage system that removes floodwaters from the interior area of the crawlspace within a reasonable time after a flood event.

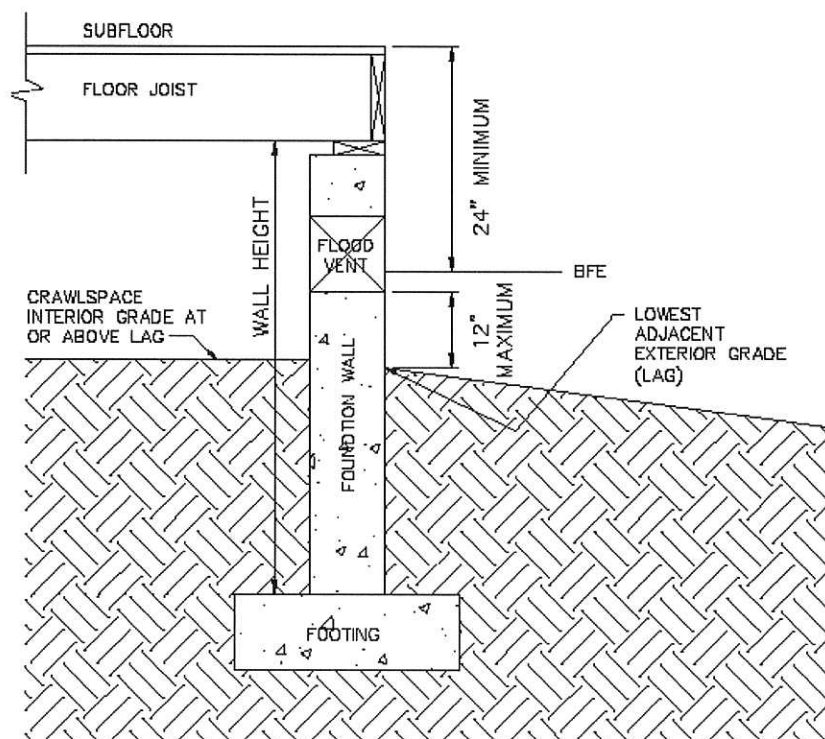


Figure 1: Preferred Crawlspace Construction

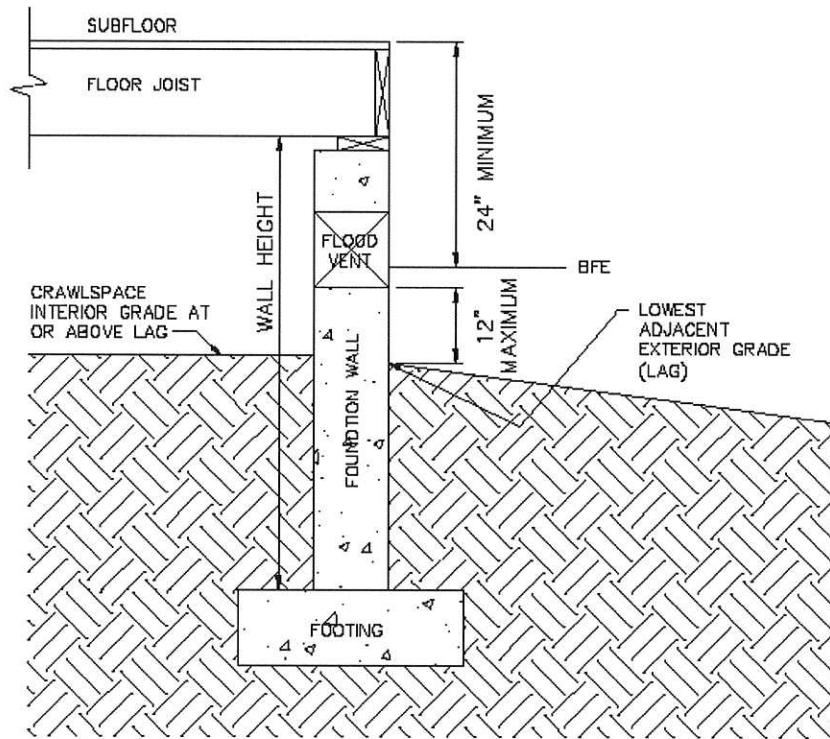


Figure 2: Below-grade Crawlspace Construction (Note: A below-grade crawlspace shall be subject to higher flood insurance rates through the NFIP.)

23. Nonresidential Construction:

a. New construction and substantial improvement of any commercial, industrial, nonresidential portion of a mixed use or other nonresidential structure in any A1-30, AE and AH zone shall either have the ~~bottom~~ top of the floor structure of the lowest floor, including basement, elevated to twenty-four inches (24") above the base flood elevation or, together with attendant utility and sanitary facilities, shall:

- a(1) Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- b(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- e(3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this article based on their development and/or review of the

structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Subsection D3c(2) subsection 17.88.060D3b of this article;

- d(4) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in Subsection B2c subsection B1b of this section; and
- e(5) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot (1') below the floodproofed level (e.g., a building constructed to the base flood level will be rated as 1-one foot (1') below that level).

b. All new construction and substantial improvement of nonresidential structures within AO zones shall:

- (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least twenty-four inches (24") higher than the depth number specified in feet on the FIRM; or
- (2) Together with the attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in Section 3a above.

34. Manufactured Homes: All manufactured homes to be placed or substantially improved within zones A1-30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is ~~at or~~ twenty-four inches (24") above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Subsection ~~subsection~~ A1b of this section.

5. Recreational vehicles: All recreational vehicles to be place on a site within zones A1-30, AH, and AE shall meet the requirements of Section 4 above, or be placed on the site for less than one hundred and eighty (180) consecutive days and be fully licensed and highway ready.

6. Critical facilities shall be constructed on properly compacted soil and shall have the lowest floor (including basement) elevated at least twenty-four inches (24") above the elevation of the 0.2% annual chance flood. A critical facility shall have at lease one (1) access road connected to land outside the 0.2% annual chance floodplain that meets fire code access requirements. The top of the road must be no lower than six inches (6") below the elevation of the 0.2% annual chance flood.

- C. Floodways: Located within areas of special flood hazard established in Subsection ~~subsection~~ 17.88.050A of this article are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:
1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification, with supporting calculations, by a registered professional hydraulic engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Uses within the floodway shall be restricted to those which are required by public necessity (for example, bridges, water pumps), recreational use (for example, paths), wildlife habitat improvements (for example, vegetation, nesting structures, pool/riffle improvements), and gravel extraction; provided, that the use/encroachment meets the approval of the Federal Emergency Management and National Flood Insurance Program and does not jeopardize the city's participation in the National Flood Insurance Program. New residential structures and residential substantial improvements are prohibited in the floodway.
 2. If Subsection ~~subsection~~ C1 of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.
 3. Be certified by a registered professional engineer, except in an existing mobile home park or existing mobile home subdivision. (Ord. 525 § 1, 1989; Ord. 278 § 5, 1978)

17.88.080: ENFORCEMENT AND PENALTIES:

- A. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this article and other applicable regulations. The provisions of this article shall be enforced by one or more of the following methods:
1. Requirements of ~~special construction permit~~ floodplain development permit, waterways design review and/or stream alteration permit;
 2. Requirements of building permit;
 3. Inspection and ordering removal of violations;
 4. Criminal liability;
 5. Injunction; and

6. Civil enforcement.

- B. Enforcement shall further be administered according to Chapter ~~chapter~~ 17.156 of this title. (Ord. 525 § 1, 1989; Ord. 278 § 7, 1978)

Article II. Emergency Stream Bank Stabilization

17.88.090: TITLE:

This article shall be known and may be cited as the *CITY EMERGENCY STREAM BANK STABILIZATION ORDINANCE*. (Ord. 706 § 1, 1997)

17.88.100: GUIDELINES:

Guidelines for determining if an emergency for purposes of this article is imminent are as follows:

- A. The water equivalent measurements at Galena, Galena Summit, Dollar Hide and Lost Wood Divide as recorded by the National Resource Conservation Service (NRCS) SNOTEL sites; ~~soil conservation service~~ in Hailey, Idaho;
- B. The forecast temperatures available from the National Weather Service ~~national weather service~~;
- C. The flow of the Big Wood River as measured at the Hailey gauging station and recorded by the United States Geological Survey (USGS) in Boise, Idaho; and
- D. Failure to submit an application under Section ~~section~~ 17.88.120 of this article far enough in advance of the desired start date for bank stabilization work shall not be considered an emergency. (Ord. 706 § 2, 1997)

17.88.110: PROCEDURE:

To obtain an emergency bank stabilization permit, an applicant must submit an application as described in Section ~~section~~ 17.88.120 of this article and receive written approval to perform the bank stabilization work from at least two (2) Ketchum planning and zoning commissioners and the planning and zoning administrator. The planning and zoning commissioners and/or the administrator may consult a qualified engineer or professional regarding the proposed emergency bank stabilization work. A site inspection must be performed by the planning and zoning administrator and at least two (2) planning and zoning commissioners before approval can be granted. Under no circumstances shall bank stabilization work commence without the approvals required herein. ~~An application form must be submitted describing proposed bank stabilization work.~~ (Ord. 706 § 3, 1997)

17.88.120: APPLICATION FOR EMERGENCY STREAM BANK STABILIZATION:

The applicant shall first complete and submit an emergency bank stabilization application provided by the city which shall include, but not be limited to, the following information:

- A. Description of the emergency impact to public health, safety or welfare;
- B. Name of proposed contractor or executor of work;
- C. Description of proposed work;
- D. Nonrefundable application fee in the amount as set by the city council ~~of one hundred fifty dollars (\$150.00)~~; and
- E. A waiver from the Idaho Department of Water Resources ~~department of water resources~~ as specified under Idaho Code Section ~~section~~ 42-3808, and the stream channel alteration rules of the Idaho Water Resource Board ~~water resource board~~. (Ord. 706 § 4, 1997)

17.88.130: ACTION UPON SUBMITTAL OF STREAM BANK STABILIZATION APPLICATION:

Upon submittal of the application, the applicant shall contact the planning and zoning administrator to arrange for a site inspection. (Ord. 706 § 5, 1997)

17.88.140: SITE INSPECTION:

Upon receipt and review of a completed application, a site inspection shall be performed by the planning and zoning administrator and at least two (2) planning and zoning commissioners. Written findings of fact and conclusions of law granting or denying the application will be prepared for city records and the applicant upon the conclusion of the site inspection and within five (5) working days from the date of the decision. (Ord. 706 § 6, 1997)

17.88.150: BASIS FOR DENIAL OF AN EMERGENCY STREAM BANKSTABILIZATION PERMIT:

No permit shall be granted if the planning and zoning commission members determine that the proposed emergency stream bank stabilization work is contrary to the public health, safety or welfare or that it is contrary to adopted city policies regarding riparian areas and river systems. (Ord. 706 § 7, 1997)

17.88.160: CONDITIONS OF EMERGENCY STREAM BANK STABILIZATION APPROVAL:

Conditions which may be required for the granting of a permit include, but are not limited to, the following:

- A. The planning and zoning commissioners may require the applicant to post financial security, and enter into an agreement with the city, to mitigate possible impacts of the proposed bank stabilization work.
- B. The proposed work for the emergency stream bank stabilization work shall be conducted so as to minimize the impact on riparian vegetation and soil stability.
- C. If an emergency stream bank stabilization permit is granted, the applicant shall apply for a waterways design review/stream alteration permit under ~~article~~ Article I of this chapter within six (6) months from the date of the issuance of the emergency stream bank stabilization permit.
- D. If a waterways design review/stream alteration permit under Article ~~article~~ I of this chapter and all other applicable state and federal agency permits are granted, the applicant shall then complete restoration of the affected property to city and state standards by either March 31 of the year following the issuance of the emergency stream bank stabilization permit or by another date specified by the planning and zoning commissioners or other governmental agency.
- E. Copies of the approved emergency stream bank stabilization permit shall be posted on site throughout the duration of the stabilization work. (Ord. 706 § 8, 1997)

17.88.170: ENFORCEMENT:

- A. It is unlawful for any person, firm or corporation to:
 - 1. Fail to obtain a permit before commencing stream bank stabilization work.
 - 2. Perform stream bank stabilization work beyond that expressly allowed by the permit.
 - 3. Provide false documentation in connection with the work performed during stream bank stabilization.
- B. Any person, firm, or corporation violating any provision of this article shall, for each offense, be subject to the enforcement procedures established in Chapter ~~chapter~~ 17.156 of this title. (Ord. 706 § 9, 1997)



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 9, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation for 4.9% Water Rate Increase

Introduction/History

In 2009, the City contracted with JUB Engineers to perform a Water Rate Study with special emphasis on seasonal high usage and water conservation. A significant water rate increase was recommended and approved in July 2010 based on the findings of the report. After the rate increase in 2010 water usage appeared to drop indicating that water conservation was successful. This reduction in water usage has lowered Water Fund revenues. City Council approved a 4.9% water rate increase in 2011 and 2013. As explained below, an additional water rate increase appears to be necessary to fund needed capital improvement projects.

Current Report

Water rates are established in order to fund the operation and maintenance of the water system. Rates are also essential for repayment of water bonds and to accumulate capital in order to make improvements to the water system. Capital improvements are necessary to maintain the level of service to customers. Our current water rates appear sufficient to collect revenue for the administration, operation and debt services, however little revenue remains to fund significant maintenance or capital improvement projects. A 4.9% water rate increase will help improve revenue, however it is anticipated that a larger rate increase is necessary to fund future capital improvement projects. A water user rate study is proposed for FY 2014-15 which will analyze the city's rate policies, operations costs, capital improvement plans, and financial requirements and goals to ensure rates are equitable and accurately reflect the impact and demand that each user class places on the water system. The rate study is anticipated to begin October 2014. A public hearing is anticipated in the first quarter of 2015 with a rate increase starting second quarter of 2015.

The table below compares Ketchum’s proposed water usage rate for a metered account with water rates from surrounding cities.

City	Monthly Water Rate	Notes
Ketchum	\$10.44 base rate + \$0.83 / 1000 gall (0-8k gal) \$1.66/1000gal (8k-65k gal) \$3.33/1000gal (65k-120k gal) \$5.01/1000gal (>120k gal)	<ul style="list-style-type: none"> Proposed rates (Resolution 14-020) \$18.74/mo based on 9,000 gal/mo usage
Sun Valley W&S District	\$ 13.92 base domestic rate + \$1.02/1000gal Irrigation	<ul style="list-style-type: none"> Domestic is not metered, only irrigation usage. \$23.10/mo based on 9,000 gal/mo usage.
Hailey	\$13.59 base rate +\$5.97/1000gal (average winter water usage)	<ul style="list-style-type: none"> \$67.32/mo based on 9,000 gal/mo usage. Rate increase proposed at Sept. 15th, 2014 meeting.
Bellevue	\$ 25.20	<ul style="list-style-type: none"> Residential flat rate

Financial Requirement/Impact

A summary of proposed FY 2014-15 Water Fund operational expenditures are as follows:

Administration and Operations	\$1,161,221
Debt Service	\$ 355,993
Capital Costs	<u>\$ 105,000</u>
Total	\$1,622,214

The anticipated FY 2014-15 revenue from water usage fees, including the proposed 4.9% increase, is \$1,638,000. During FY 2014-15 we have allocated \$105,000 from the Water Capital Improvement Fund for automotive and equipment replacement, new and replacement water meters, and to repair broken water mains. No significant water capital improvement projects could be funded with the remaining funds in the budget (approx. \$16,000) with maintaining the minimum amount of reserves required per our Water Revenue bonds (\$360,525). Without increasing revenue into the Water Fund the city will not be able to cash fund any major repairs or improvements to the water system without dipping into our restricted reserves.

The Water Master Plan prepared in 2010 recommends various water system improvements in order to assure a reliable water system that meets current demands and help prepare for anticipated growth in the area. Some of the recommended projects include improvement to portions of the water distribution system to improve flow characteristics and to replace poorly constructed lines which are prone to leakage. None of the recommended distribution system improvements have been funded to date.

Recommendation

I respectfully recommend acceptance of Resolution 14-020 which provides a general 4.9% increase over current water user fees beginning October 1, 2014.

Recommended Motion

“I move to approve Resolution 14-020 revising water connection fees, water user charges for metered and non-metered customers, and other fees related to the Municipal Water System”.

This is a legislative matter.

Sincerely,

Robyn L. Mattison, PE
Public Works Director/City Engineer

RESOLUTION 14-020

A RESOLUTION OF THE CITY COUNCIL OF CITY OF KETCHUM, IDAHO REVISING WATER CONNECTION FEES, WATER USER CHARGES FOR METERED AND NON-METERED ACCOUNTS, AND OTHER FEES AND CHARGES FOR CONNECTION TO, AND USE AND BENEFIT OF THE MUNICIPAL WATER SYSTEM AND REPEALING RESOLUTION NUMBER 13-014.

WHEREAS, it is necessary that the City of Ketchum establish a fee schedule and appropriate charges for the maintenance and operation costs of the municipal water supply and distribution system, for repayments of Water Revenue Bonds and for accumulating capital for future improvements, expansions, and additions to said system; and

WHEREAS, Water charges and fees were last revised October 1, 2013; and

WHEREAS, Ketchum Ordinance Number 439 regulating and administering the municipal water system provides that fees and charges for the connection to and use of said water system shall be set by Resolution of the Ketchum City Council; and

WHEREAS, the general user charge shall be assessed at the time the City has activated the City water service line. The fire user charge shall be assessed at the time the City has completed the inspection and testing of the fire line. Payment of user charges shall be as set forth in Section 17 of Ketchum Ordinance Number 439; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF KETCHUM, IDAHO, AS FOLLOWS:

SECTION 1. WATER CONNECTION FEES. That the following fees to be paid for connection to the municipal water supply and distribution system shall be, and the same are hereby established:

A. Standard Connection Fee. The standard connection fee for the City to process an application for the construction of a water service line and to inspect said construction and to furnish and install a water meter shall be as follows:

<u>Connection Size</u>	<u>Fee</u>
1"	\$ 451
1.5" R2	760
1.5" C2	1,156
2" R2	936
2" C2	1635
3"	2,808
4"	4,361
6"	7,577

The tap of the public water main, the construction of the water service line, meter box, curb stop, and meter setter, the backfilling of the trench, the replacement and compaction of any gravel or asphalt surfacing shall be done at the applicant's expense. If the applicant requests City Staff to tap the public water main and install a corporation stop, there is an additional charge of \$203.00 for a 1' tap, \$220.00 for a 1.5" tap, and \$247.00 for a 2" tap in addition to the above standard connection fees.

B. Non-Standard Connection Fee. The fee for the City to process an application for the construction of a non-standard size service line and to inspect said contraction and to furnish and install a non-standard size water meter shall be based on a time and material costs to the City as determined by the Water Superintendent. The tap of the public water main, the construction of the water service lien, meter box, curb stop, and the meter setter, the excavation and backfilling of the trench, the replacement and compaction of any gravel or asphalt surfacing shall be done at the applicant's expense.

C. Fire Line Permit Fee. The fee for the City to process an application for the construction of a fire line and to inspect said construction and pressure test shall be \$241.00 for each connection. The tap of the public water main, the construction of the fire line, the backfilling of the trench, the replacement of any gravel or asphalt surfacing shall be done at the applicant's expense.

D. Turn-on Fee. The fee for processing the application and or turning on water at the meter shall be Twelve Dollars (\$12.59) for each meter, each time the water is turned on.

E. Turn-off Fee. The fee for turning off water at an existing account for purposes of meter removal, or account inactivity shall be Twelve Dollars (\$12.59) each time the water is turned off.

SECTION 2. WATER USER CHARGES. There shall be two classifications of domestic water user fees. The first shall be paid for all metered domestic water service users and the second shall be for all non-metered domestic water service users. That the following charges to be paid by users for use of the municipal water supply and distribution system shall be, and the same are hereby established, as follows:

A. Water User Charges. All users which have metered water service shall pay each month for the water supplied through their water meter. The base charge shall be \$10.44 per month per residential or commercial unit. The additional usage charges per thousand (1,000) gallons of water supplied each month shall be as follows:

<u>Gallons Supplied</u>	<u>Additional Charge per 1,000</u>
1,000 to 8,000	\$ 0.83
8,001 to 65,000	1.66
65,001 to 120,000	3.33
> 120,000	5.01

Where multiple residential or commercial units are served by a common meter, the Water User Charge shall be determined by dividing the total gallons of water used by the number of units served. The average usage is then applied to the water rate schedule, and then multiplied by the total number of units served, and not on a single unit user rate.

B. Non-Metered User Charges. All users which do not have metered water service shall pay each month for the water supplied and shall be charged as follows:

1. Residential Flat Rate shall be paid by all residential homes, condominium units, apartment units, hotel or motel units, house trailer and Churches at the following monthly rates:

- a. For the first five (5) cold water taps or less
\$18.00 per month/unit
- b. For each additional cold water tap
\$ 1.67 per month/unit
- c. Irrigation and sprinkling per each 1,000 square feet of lot area
\$ 0.62 per month/unit

For residential flat rate customer only there is hereby established a fifty percent (50%) discount for senior citizens over the age of sixty-five (65) years. The senior citizens discount is to ensure that Ketchum senior citizens are not unreasonably burdened by payment of their monthly water user charges, and to help ensure that Ketchum senior citizens are more able to pay the monthly water user charges in order to promote their health, safety, and welfare, and in recognition of the past and prospective contributions made to this community by Ketchum senior citizens. The senior citizens discount shall be available only for the personal residence of the person applying and a written application for a senior citizen discount submitted to the City Clerk is required.

2. Commercial Flat Rate shall be paid by all commercial businesses, including but not limited to, restaurants, cafes, bars, clubs, cleaners, beauty shops, service stations, offices, stores, hotels, motels, laundries, schools, athletic clubs, shopping centers, and all other commercial businesses at the following monthly rates:

- a. For the first five (5) cold water taps or less
\$27.63 per month/unit
- b. For each additional cold water tap
\$2.30 per month/unit
- c. Irrigation and sprinkling per each 1,000 square feet of lot area
\$ 0.62 per month/unit

SECTION 3. FIRE USER CHARGE. All users provided with a fire line connection to their building (i.e. sprinkler system, wet standpipes, deluge systems, etc.) that does not also provide domestic water for the building shall pay each month the follow charge per connection:

<u>Size of Fire Connection</u>	<u>Monthly Charge</u>
2"	\$ 6.19

4"	12.59
6"	25.30
8"	37.37
10"	50.60
12"	62.62

SECTION 4. TANK TRUCK CHARGE. All users who wish to fill tank trucks with water for purposes of roadwork, dust abatement, landscaping, or other users must first purchase a water permit from the City Clerk. The charges for this permit will be based on the number of loads, with a charge of \$12.59 per load.

SECTION 5. FIRE HYDRANT CHARGE. The use of a fire hydrant for purposes of roadwork, dust abatement, landscaping, construction, and other related purposes must first be approved by the Water Superintendent. After receiving approval, the applicant must purchase a water permit from the City Clerk's office. The charge for this use is \$12.59 per day.

SECTION 6. REPEAL OF RESOLUTION NUMBER 13-014. That this Resolution of the City of Ketchum hereby repeals in its entirety Resolution Number 13-014, and all other resolutions in conflict herewith.

SECTION 7. EFFECTIVE DATE. All provisions of this Resolution shall become effective on October 1, 2014.

This Resolution will be in full force and effect upon its adoption this 15th (fifteenth) day of September, 2014.

Nina Jonas, Mayor

ATTEST:

APPROVED AS TO FORM AND
CONTENT:

Sandra Cady, CMC
City Treasurer/Clerk

City Attorney



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 9, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation for 4.9% Wastewater Rate Increase

Introduction/History

A 4.9% rate increase to the wastewater user fees is necessary to help fund ongoing capital improvements and general operations and maintenance. The proposed rate structure will increase the charges for a residential customer from \$23.67 to \$24.85 per month, an increase of \$1.18 per month. The charges for commercial customers will also increase based upon their user fee classification. Wastewater rates were last adjusted in October 2013.

Current Report

Sewer rates are established in order to fund the operation and maintenance of the wastewater collection system and wastewater treatment facility. Rates are also essential for repayment of wastewater bonds and to accumulate capital in order to make improvements to the wastewater system. Capital improvements are necessary to maintain the level of service to customers, plan for future development, and ensure compliance with federal and state discharge permit limits. Our current sewer rates appear sufficient to collect revenue for the administration, operation and debt services, however little revenue remains to fund significant maintenance or capital improvement projects. A 4.9% wastewater rate increase will help improve revenue, however it is anticipated that a larger rate increase is necessary in the near future to fund future capital improvement projects.

In July of this year Moody's Investors Service downgraded the City of Ketchum's Sewer Enterprise Revenue Bond rating from A3 to Baa1. The main rationale for the downgrade is due to narrow cash reserves and debt service coverage. An additional wastewater usage rate increase will help the city increase cash reserves and debt service coverage.

A sewer user rate study is proposed for FY 2014-15 which will analyze the city's rate policies, operations costs, capital improvement plans, and financial requirements and goals to ensure rates are equitable and accurately reflect the impact and demand that each user class places on the wastewater system. The rate study is

anticipated to begin October 2014. A public hearing is anticipated in the first quarter of 2015 with a rate increase starting second quarter of 2015.

The table below compares Ketchum’s proposed sewer rate with sewer rates from surrounding cities.

City	Monthly Sewer Rate	Notes
Ketchum	\$24.85	<ul style="list-style-type: none"> Proposed single family residential and multi-unit residential rate
Sun Valley W&S District	\$ 16.40	<ul style="list-style-type: none"> Bond repayments supplemented by property taxes
Hailey	\$7.78/1000 gal	<ul style="list-style-type: none"> \$31.12/mo based on 4,000 gal/mo Rate increase proposed at Sept. 15th, 2014 meeting (\$3.50/mo increase for average user)
Bellevue	\$ 67.20	<ul style="list-style-type: none"> Flat residential rate

Financial Requirement/Impact

Fiscal year 2013-14 revenue generated from wastewater rates is estimated to be \$1,390,000. The proposed rate increase will add an additional \$64,000, bringing the FY 2014-15 Ketchum user fee revenue to \$1,454,000. In addition, the Sun Valley Water and Sewer District will also provide approximately \$694,000 in revenue towards operational and capital costs. The total anticipated FY 2014-15 revenue is \$2,156,000.

A summary of the proposed FY 2014-15 Wastewater Fund and Wastewater Capital Imp Fund expenditures is as follows:

Administration and Operations	\$ 1,716,381
Debt Service	\$ 278,029
Capital Costs	<u>\$ 318,000</u>
Total	\$ 2,312,410

The shortfall between the anticipated revenue and expenditures, approximately \$156,000, will reduce the amount of reserves in our Wastewater Fund and Wastewater Capital Improvement Fund. The fund will maintain approximately \$320,000 in reserves at the end of FY 14-15 which is greater than the amount required as a condition of our wastewater bonds (\$282,330).

The one significant capital improvement project planned for FY 2014-15 is preliminary planning and design of a headworks retrofit project. A 4.9% sewer rate increase will help improve revenues, however an additional rate increase will be necessary to fund construction of this project without having to procure additional bonds.

Recommendation

I respectfully recommend acceptance of Resolution 14-021 which provides a general 4.9% increase over current wastewater user fees beginning October 1, 2014.

Recommended Motion

“I move to approve Resolution 14-021 establishing new monthly sewer user rates to become effective October 1, 2014”

This is a legislative matter.

Sincerely,

Robyn L. Mattison, PE
Public Works Director/City Engineer

RESOLUTION 14-021

A RESOLUTION OF THE CITY COUNCIL OF CITY OF KETCHUM, IDAHO ESTABLISHING NEW MONTHLY SEWER USER RATES, CLASSIFICATION OF SEWER USERS, WHEN SEWER USER CHARGES SHALL BE DUE AND PAYABLE AND REPEAL OF RESOLUTION NUMBER 13-015.

WHEREAS, the City Council finds it necessary to establish a new fee schedule and appropriate charges for the maintenance and operation costs of the municipal sewage treatment and collection system, for repayments of Sewer Revenue Bonds and for accumulating capital for future improvements, expansions and additions to said system; and,

WHEREAS, it is necessary to establish new charges and fees to make the sewage treatment and collection system fair, equitable and self-supporting as required by law; and,

WHEREAS, Ketchum Ordinance Number 819 provides that monthly rates for various classifications of sewer users shall be set by Resolution of the Ketchum City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF KETCHUM, IDAHO, AS FOLLOWS:

SECTION 1. SEWER USER CHARGES. That the following monthly rates for various classifications of sewer users shall be, and the same are hereby established:

Service No.	Classification	Rate Per Month
11	Single family home	\$ 24.85
12	Multiple living unit	\$ 24.85
13	Motel / hotel (first unit)	\$ 24.85
15	Office building / 1,500 square feet	\$ 24.85
16	Retail sales / 3,000 square feet	\$ 24.85
17	Restaurant / cafe per seat with or without a trap	\$ 2.46
20	Retail food / 1,500 square feet	\$ 24.85
21	Barber shop / per chair	\$ 12.42
22	Beauty salon / per operator	\$ 24.85
26	Dry cleaners	\$ 49.69
27	Garage / mechanical per 1,500 square feet	\$ 49.69
28	Laundries	\$ 99.38
29	Bank	\$ 49.69
30	School / per 50 students	\$ 24.85
31	Swimming pool / private / 500 square feet	\$ 6.19
32	Beer, wine, liquor	\$ 49.69
33	Theater / per screen	\$ 49.69
35	Nursery school	\$ 49.69
36	Church	\$ 49.69

Service No.	Classification	Rate Per Month
37	Lodge / private / 3,000 square feet	\$ 49.69
39	Dentist / doctor/ per medical doctor	\$ 26.75
40	Car wash with recycle	\$ 26.75
41	Hospital / per bed	\$ 4.96
42	Bowling alley / per lane	\$ 9.93
43	Car wash without recycle / per bay	\$ 49.69
44	Commercial / 3,000 square feet	\$ 24.85
45	Photo development lab	\$ 49.69
46	Gas station with public restrooms	\$ 49.69
47	Warehouse / 6,000 square feet	\$ 24.85
48	Swimming pool / public / 500 square feet	\$ 18.62
54	Motel / hotel unit without cooking	\$ 6.19
55	Motel hotel, with cooking	\$ 12.42
56	Senior family living home	\$ 12.42

A single user having more than one classification shall be charged for the sum of all applicable classifications.

All persons sixty-five (65) years of age and older who are assessed a monthly sewer fee for their residence in the City of Ketchum and who are the property owners of said residence upon written application to the City Clerk shall qualify for code 56, the monthly rate for a Senior Citizen Single Family Home.

SECTION 2. USER CHARGES. WHEN DUE AND PAYABLE. That all sewer user charges shall be due and payable to the City Clerk by the 20th day of the month billed and upon failure to pay the same, as prescribed, each user shall pay, in addition to the amount due, a delinquency charge of 10% of the amount due. There will be a Returned Check Charge of \$10.00.

SECTION 3. REPEAL OF RESOLUTION NUMBER 13-015. That this Resolution of the City of Ketchum hereby repeals in its entirety Resolution Number 13-015, and all other resolutions in conflict herewith.

SECTION 4. EFFECTIVE DATE. All provisions of this Resolution shall become effective on October 1, 2014.

This Resolution will be in full force and effect upon its adoption this 15th (fifteenth) day of September, 2014.

Nina Jonas, Mayor

ATTEST:

APPROVED AS TO FORM AND
CONTENT:

Sandra Cady, CMC
City Treasurer/Clerk

City Attorney



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

September 15, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation To Adopt Resolution 14-022 in Support of Wildlife Co-Existence and Recognizing The Wood River Wolf Project

Introduction/History

The City of Ketchum has been asked to support efforts that encourage the State of Idaho to adopt alternative wolf management practices. As part of the Comprehensive Plan for the City of Ketchum, the vision and core values place great emphasis on the exceptional natural setting and resources of the Wood River Valley. To that end, the proposed resolution reinforces the City of Ketchum's commitment towards responsible resource and wildlife stewardship and wolf management consistent with the goals of the Comprehensive Plan.

In creating the Idaho Wolf control Board in 2014, Idaho lawmakers stated that the goal of the Board is to reduce the wolf population to 150 wolves from the state's remaining 650 wolves. This has generated negative press for the State, including discussion of a boycott by national environmental groups. In February 2014, Idaho Fish and Game, together with the U.S. Department of Agriculture's Wildlife Services, used helicopters to gun down 23 wolves in the Clearwater National Forest. In December, it sent a hired trapper to kill nine wolves in the federally protected Frank Church–River of No Return Wilderness Area and issued a proposal to kill 60 percent of the wolves in that wilderness area. Also that month, in Salmon, an Idaho hunting and gun rights group sponsored a wolf-killing derby and has sought permission to expand this event this January across southwest Idaho including Blaine County up through Custer County.

There are alternatives to killing wolf populations. Since 2007, this has been demonstrated by the Wood River Wolf project. At the Wood River Valley Project, on 1,000 square miles of federal land in the Sawtooth Mountains, sheep grazers, government agencies, and Defenders of Wildlife collaborate to keep wolves away from livestock with nonlethal methods, including guarding dogs, sound devices, lighting, and flagging. One participant, Lava Lake Land and Livestock, has stated that it is able to graze "a band of 1,000 sheep for a month in the immediate daily presence of a wolf pack with no losses of sheep or wolves."

Current Report

The purpose of the resolution is to differentiate the City of Ketchum's values and policies from the State of Idaho's and to ask for a different wolf management approach in Blaine County. The Resolution highlights the City of Ketchum Comprehensive Plan regarding natural resource stewardship, wildlife, and collaboration, and acknowledges the successful Wood River Wolf Project which has demonstrated that through a pro-active suite of non-lethal control measures, livestock and predators can co-exist.

Among other things, the resolution also requests that Idaho's war on wolves not come to Blaine County where opportunities for wolf watching and tracking enhance our economy. Local outfitters and non-profits offer these popular programs. In addition, the Resolution also states that the use of traps, snares, and aerial gunning programs puts our backcountry users and their pets at risk and not to use these on public lands in the county. The wolf rifle hunting season extends longer than any other rifle hunting season (August 30 to March 31 and in some places, June 30), thereby prolonging the danger to humans and dogs of being shot.

Currently, the Idaho Fish and Game restricts some of these lethal measures within the Wood River Valley. The City of Ketchum's request will make an official statement that these measures should be continue to be prohibited within the Wood River Valley and the entire County.

Financial Requirement/Impact

There is no funding requested or direct financial impact. Indirectly, if there is a tourism boycott of Idaho, Ketchum could suffer reduced revenue.

Recommendation

Staff recommends adoption of the proposed resolution.

Recommended Motion

I move to adopt Resolution 14-022.

Sincerely,

Suzanne Frick
City Administrator

Attachments: Proposed Resolution
Educational Material

RESOLUTION 14-022

A RESOLUTION OF THE CITY COUNCIL OF KETCHUM, BLAINE COUNTY, IDAHO
SUPPORTING THE VALUES OF WILDLIFE CO-EXISTENCE AND RECOGNIZING THE
WOOD RIVER WOLF PROJECT

WHEREAS, the City of Ketchum’s 2014 Comprehensive Plan outlines its Community Vision and Core Values placing “great value on the exceptional natural setting and resources of the Wood River Valley” and the importance of being stewards of public lands and the need to conserve natural resources for future generations; and

WHEREAS, The 2014 Comprehensive Plan states that these “environmental features and resources sustain our economy and are why many people choose to live in Ketchum.”

WHEREAS, the public lands surrounding Ketchum are for the most part natural and wild, offering habitat for deer, elk, moose, bears, mountain lions and wolves, but this landscape is also shared with recreational users, and sheep grazing which, since the 1880’s, has been a part of Ketchum’s history; and

WHEREAS, the existence of Gray Wolves in Blaine County provide increased opportunities for wolf watching and tracking for residents and visitors alike; and

WHEREAS, the City of Ketchum values and believes that humans, livestock and predators, including wolves, can co-existent on public lands as demonstrated by the Wood River Wolf Project, a collaboration with Blaine County, Lava Lake Land and Livestock, Defenders of Wildlife, federal land managers, and wildlife experts. This effort, started in 2007, has proven how a suite of proactive non-lethal control measures has helped keep sheep and wolves alive while sharing the landscape. To date, less than 0.03 percent of more than 25,000 sheep grazed annually in the area have been killed by wolves. This is the lowest loss rate in high density wolf and sheep grazing range in Idaho proving that these methods can protect livestock, save ranchers’ money, and reduce lethal actions against wolves; and

WHEREAS, these values of co-existence and beliefs are not shared by Idaho Governor Butch Otter and the Legislature which, in 2014, have widened their war on wolves with the creation of the Wolf Control Board to propose new programs and incentives for the killing of wolves, reducing the statewide population to a minimum number of 150, even though more than 1400 wolves in Idaho since 2011 (Idaho Fish and Game Reports) have been killed through trapping, snaring, aerial shooting and expanded hunting seasons; and

WHEREAS, the need for a viable wolf population has been recognized by conservationists nationally, including award winning filmmakers and Ketchum wolf experts, Jim, Jamie and Garrick Dutcher in a June 2014 New York Times Op Ed article that states ‘these predators are critical components of the ecosystem, a so-called keystone species....They are true ecological assets, but not if they are reduced to ecologically irrelevant numbers’; and

WHEREAS, the City of Ketchum believes that these State of Idaho policies are negatively impacting Idaho's reputation, the City's stewardship values, the City's recreation and tourist economy, and undermines the Wood River Wolf Project's efforts to continue to show that predators and livestock can co-exist;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Ketchum to request Governor Otter, the Idaho Fish and Game Commission, U.S. Wildlife Services and the Idaho Wolf Control Panel to recognize the importance of recreation, tourism and wildlife to our citizens and economy, not expand lethal control of wolves within Blaine County, reconsider its estimates of a viable wolf population, and to work cooperatively with the Wood River Wolf Project, and,

FURTHERMORE, the City Council for the City of Ketchum will transmit a copy of this resolution to the collaborators of the Wood River Wolf Project in order to acknowledge the success of non-lethal control measures, including, but not limited to, the Lava Lake Land and Livestock Company, Blaine County, Defenders of Wildlife, U.S. Forest Service; and,

FURTHERMORE, the City Council for the City of Ketchum will transmit this resolution to the Governor, Blaine County's State Legislative Delegation, the Idaho Fish and Game Commission, and U.S. Wildlife Services to request their support of the collaborative work of the Wood River Wolf Project and to provide for the safety of our residents and backcountry recreation users by prohibiting trapping, snares and aerial shooting of wolves on public lands in our County.

PASSED by the City Council and **APPROVED** by the Mayor this 15th Day September 2014.

CITY OF KETCHUM, IDAHO

Nina Jonas,
Mayor

ATTEST:

Sandra E Cady, CMC
City Treasurer/Clerk

The New York Times

June 7, 2013

Don't Forsake the Gray Wolf

By **JIM DUTCHER, JAMIE DUTCHER and GARRICK DUTCHER**

KETCHUM, Idaho — IT has been celebrated as one of the great victories of the Endangered Species Act of 1973. After several decades of federal protection, gray wolves — once nearly wiped out in the continental United States — have reached a population of roughly 6,100 across three Great Lakes states and seven Western states.

But this success has been only partial. The centuries-old war against wolves continues to rage, particularly in states where the species has lost federal protection in recent years, as management of wolf populations was turned over to the states.

On Friday, the federal Fish and Wildlife Service put forward a proposal that would make matters even worse. It proposed stripping the remaining federal protections for the gray wolf in the rest of the United States (with the exception of the extremely rare Mexican gray wolf in Arizona and New Mexico). Removing gray wolves from the national endangered species list in the areas where they are still protected would be a mistake. The protections should remain, so that the species can continue its recovery and expand its range, just as the bald eagle and the alligator were allowed to do.

The new proposal, which will be open for a 90-day public comment period, is the latest step in the federal government's effort to turn wolf management entirely over to the states and wash its hands of the animal, which has long been in the cross hairs of powerful hunting and livestock interests.

Wolves are already under state rather than federal control in Michigan, Minnesota, Wisconsin, Idaho, Wyoming and Montana, which are home to about 97 percent of the gray wolves in the lower 48 states. Wolf management in those states is often driven by politics, and wolves are being killed at alarming rates in the name of sport in all but Michigan.

For instance, most of the nearly 1,700 wolves surviving in the West lived in Montana, Idaho and Wyoming at the end of 2012. Those states now have recreational hunting and trapping seasons, and in the past two years, nearly 1,200 wolves have been killed. Nearly 400 more were killed for attacking livestock.

Wolves are highly social. They live in packs, which for the most part are extended families of parents, aunts, uncles, brothers and sisters, all sharing in the tasks of sustaining and providing for the whole. Their teamwork and intelligence fascinate researchers, but throughout history, in folklore and fairy tales, wolves have been portrayed as voracious and formidable, cunning and sinister. If you really want to understand wolves, though, consider the dog. Studies analyzing mitochondrial DNA have concluded that dogs are derived from wolves and are closely related. In most ways, they are the same genetically, behaviorally and emotionally.

Last year, wolves killed 645 of the estimated 7 million cattle and sheep in Idaho, Montana and Wyoming. Those wolves can be killed legally; a federal fund also compensates farmers and ranchers for their losses. But these predators are critical components of the ecosystem, a so-called keystone species. Their presence can keep populations of browsing animals in check and on the move, allowing vegetation to regenerate. They are true ecological assets, but not if they are reduced to ecologically irrelevant numbers.

The problem is that wolf management continues to be hijacked by hunting and livestock interests.

Of the six states with the vast proportion of the wolf population, only Michigan has yet to hold a hunt, but one is now slated for November. A measure to protect the wolves will be on next year's ballot, but Gov. Rick Snyder, a Republican, recently signed a law that could make the outcome meaningless.

In Idaho, hunters and trappers killed 698 wolves in the last two seasons — more than the estimated population of 683 wolves in the state at the end of 2012. In more than 80 percent of Wyoming, anyone can kill as many wolves as they wish, without a license. Hunters and trappers in Montana will each be allowed to kill up to three wolves this winter. (In Idaho, the number is 10.) Beginning this fall, hunters in Wisconsin can use dogs to track and chase wolves — a scenario that all but amounts

to state-sanctioned animal fighting.

Where management has been transferred to the states, America's wolves have fallen under an assault of legislation, bullets and traps. A conservation victory is quickly turning into a conservation tragedy. Now the Obama administration is proposing to remove virtually all remaining protections. Have we brought wolves back for the sole purpose of hunting them down?

Jim Dutcher and his wife, Jamie, are the producers of the documentary film "Living With Wolves" and the authors of "The Hidden Life of Wolves." They founded the conservation organization Living With Wolves, where Mr. Dutcher's son, Garrick, is the program director.



OPEN

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Op-Ed: Why Uncle Sam Must Not Kick Gray Wolves Off the Endangered Species List

When wolves were given federal protection in 1974, there was no mention of bringing them back in just a handful of states and then walking away.



Photo: Courtesy U.S. Fish and Wildlife Service

November 06, 2013 By [Mitch Merry](#)



Mitch Merry is the Online Organizer for the Endangered Species Coalition.
[full bio](#) follow me

If your employer asked you to complete a very important 50-part project and you came back to her with six parts achieved, would you call that a success?

The U.S. Fish & Wildlife Service seemingly would, as they are attempting to declare virtually all of the nation's gray wolves recovered and strip them of [Endangered Species](#) Act protections. When wolves were placed on the Endangered Species List in 1974, there was no mention of bringing them back in just a handful of states and then walking away.

Still, that's just what the FWS is purporting to do. The agency is currently accepting public comments through December 17 on a proposed rule that would remove existing Endangered Species Act protections from virtually all gray wolves in the lower 48 states.



The Surprising Fallout From Trophy Hunting for Wolves and Bears

Wolves once roamed much of the continental U.S., but in the late nineteenth century they were driven from their native habitats by westward expansion. Ranchers and the governments that supported them employed sometimes-barbaric methods to kill wolves to free up space for grazing livestock.

As the decades passed, naturalists and conservationists began to see the effects that the removal of keystone species has on landscapes. Ungulate herds became less healthy and vegetation was over-grazed. Even streams in areas once occupied by wolves felt the impact of their disappearance. Where there were once trees giving these waters shade, clearings emerged causing water temperatures to rise.

In the 1990's an effort was finally made to begin to correct the damage our forefathers had unknowingly done when wolves were reintroduced to the Northern Rockies. This was the beginning of one of our nation's proudest conservation success stories. This amazing story of nature's ability to right itself if we let it is at real risk of failure if this proposal to abandon wolves becomes a reality.

Wolves are desperately trying to expand, with one recently wandering south from Minnesota, through Iowa, eventually finding his way into Missouri. Once there, he found himself in the sights of a hunter who claims he thought he'd stumbled on a very large coyote and [shot him dead](#). A similar story played out not long after in Kentucky.

And another wolf, [named OR-7](#), or "Journey" by his ardent fan base, was fitted with a radio collar after being born into an Oregon wolf pack. He traveled across the state, into California,

and back. His epic trek made him the first wolf in the state of California in nearly a century. But without Endangered Species Act protections, Journey could have been shot, trapped, or even clubbed to death without any legal recourse.

Expansion of wolves depends completely on their ability to have safe passage into new habitats. Removing the very protections that allowed wolves in Yellowstone and the Western Great Lakes to recover would nearly guarantee that wolves never get a foothold in the rest of the nation.

Alarmingly, that may be what the FWS would prefer. The Service's proposal is clearly not being driven by science—scores of experts in carnivorous species have spoken out opposing this rule. Several were even barred from participation on [a federally-mandated peer review](#) for having voiced their concern. The FWS later reversed course and is now reviewing its own review process, but the underlying reality remains—the science does not support walking away from wolves.

Sally Jewel, the current Secretary of the Department of the Interior, the department that houses FWS, has spoken frequently of her desire to see children enjoying our country's wilderness areas. It's in these areas, though, that the continued absence of keystone species like wolves is being felt the most. If Secretary Jewell truly wishes to see healthy landscapes for future generations, she will listen to the rising chorus of scientists and hundreds of thousands of wildlife advocates that have urged that she and FWS leave existing Endangered Species Act protections in place.

In short, the FWS needs to finish the job before declaring “mission accomplished” and



City Council

Special Meeting

~ Minutes ~

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

Friday, June 20, 2014

4:00 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Baird Gourlay
Councilor Jim Slanetz

Absent: Councilor Anne Corrock

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 4:04 p.m.

2. Approval of an employment agreement for a new City Administrator.

Motion to: Approve the Employment Agreement between the City and Suzanne Frick to serve as the City Administrator and authorize the Mayor to execute the agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Council President
AYES:	David, Gourlay, Slanetz

3. ADJOURNMENT.

Councilor Baird Gourlay motioned to adjourn at 4:09 p.m. Councilor Jim Slanetz seconded, motion passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk



City Council

Special Meeting

~ Minutes ~

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

Wednesday, July 9, 2014

1:00 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Anne Corrock
Councilor Jim Slanetz

Absent: Councilor Baird Gourlay

Also Present: City Treasurer/Clerk Sandra Cady
Street Superintendent Brian Christiansen
Director of Planning and Building Joyce Allgaier
Public Works Director/City Engineer Robyn Mattison
Police Chief Steve Harkins
Fire Chief Mike Elle
Wagon Days Coordinator Heather LaMonica Deckard
Assistant to the City Administrator Lisa Enourato

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 1:01 p.m.

2. COMMENTS FROM THE PUBLIC

Doug Brown asked for clarification on the Local Option Tax.

Pam Morris, Idaho Mountain Express asked where the budget is available to the public and provided information to the council regarding providing electronic information to the public.

Dwayne Briscoe, Mayor of Sun Valley, commented on the funding for Visit Sun Valley.

3. Mayor/City Treasurer presents proposed budget overview.

a. Street Maintenance Review

Brian Christiansen, Street Superintendent presented the objectives of the Street Department: 1) To provide and maintain the level of service that they have provided for many years. 2) Increase the service life of the roads from 9 years to 12 years. 3) Evaluate and prioritize Sidewalk maintenance and improvements.

Sandy Cady, City Treasurer/Clerk clarified that fund reserves that had been built up from low snow years were being used in the proposed budget.

Robyn Mattison, Public Works Director/City Engineer spoke regarding the Idaho Power franchise fees, clarifying that the revenue in the fund comes from the Idaho

Power franchise fund. Mayor Nina Jonas commented on the energy objectives, undergrounding, and the Ketchum Energy Advisory Committee.

b. Water and Wastewater Review.

Robyn Mattison, Public Works Director/City Engineer said the city is required to keep a certain amount in reserves according to bonds. Extra money was put into professional services for a water security strategy and a water rate study. Robyn also discussed the proposed rate increases.

Robyn Mattison said the major sources of revenue for the Wastewater Fund are rates and the Sun Valley Water and Sewer District. Capital improvements have been kept to a minimum for the upcoming year. There is a capital improvement project carried forward from the current year for headworks planning design. Also included in the budget is the energy efficiency design and a rate study.

c. Wagon Days Review.

Heather LaMonica Deckard, Wagon Days Coordinator, presented the Wagon Days Budget and listed the items included in the fund. Heather explained what expenses come out of the Professional Services Fund. Wagon Days uses over 100 volunteers.

d. Law Enforcement Review

Steve Harkins, Ketchum Police Chief presented the budget for the Police Department. Originally the department anticipated an \$80,000 increase; however, it will only be \$37,000. The total budget for the police department is 1,374,674; which is primarily for personnel services. The contractual services line item is going up due to evidence software. These are the best estimates Steve can provide right now.

e. Parks and Recreation Review

Jen Smith, Parks and Recreation Director, recognized all the volunteers the Parks and Recreation Department utilized. The highlights for the Parks and Recreation Department budget are fee increases, a contract increase for the Blaine County School District maintenance contract, and two $\frac{3}{4}$ time employees will be raised to full time status. Jen does not anticipate Sun Valley to contribute to the Parks Department. Jen also discussed 4th Street maintenance costs and the Ketchum Arts Commission projects.

f. Planning and Building Review

Joyce Allgaier, Director of Planning and Building, presented the budget for the planning and building department. She provided the Council the department's work program. Joyce commented that there is a reduction in the budget and it is a consolidation of two departments. The department goal is to have a full complement of staff in order to perform well and to improve operations. Key projects coming up are a complete overhaul of the Ketchum Zoning Code, adoption of Building Codes, an affordable housing taskforce and toolkit and an update of streets and public works specifications. Joyce is concerned about the professional services decrease, and would like to see it increased, and is in the process of filling the vacant position that is currently open.

g. Fire and Ambulance Review

Mike Elle, Ketchum Fire Chief presented the Fire and Ambulance Budgets. Mike noted that they are losing the funding from the safer grant to staff three full time position. The proposed budget only funds two of those positions, Mike said it is imperative to fund all three positions. They will need to replace some aging equipment in the future. They will be increasing fees more than 5%. Mike went over the Ambulance contracts. Council President Michael David supports funding the third position. Mike Elle said they will continue to apply for grants. The council agreed that funding a third firefighter should be a priority.

h. Local Option Tax Review

Sandy Cady, City Treasurer/Clerk said the Local Option Tax Fund has been split into two different funds. The regular Local Option Tax Fund includes funding for Mountain Rides, Consolidated Dispatch, Visit Sun Valley Marketing, Event Promotion, and a Municipal Code Officer Position.

The council discussed the reduction in Mountain Rides Funding. Council President Michael David said that Mountain Rides cannot maintain current service with a decrease in funding. Councilor Anne Corrock supports increasing the Mountain Rides amount.

The 1% Additional Local Option Tax Fund is projected at 1,586,000 this includes funding for Fly Sun Valley Alliance, Visit Sun Valley and direct costs incurred by the city for collection of the tax.

i. Legislative and Executive Review

Sandy Cady, City Treasurer/Clerk highlighted the expenses in the Legislative and Executive Budget.

j. Administrative Review

Sandy Cady, City Treasurer/Clerk went over the personnel included in this budget. Lisa Enourato, Assistant to the City Administrator discussed the advertising for the agendas and the Communications budget item.

k. Legal Review

Sandy Cady, City Treasurer/Clerk highlighted the legal budget.

l. Community Housing In-Lieu Review

Sandy Cady, City Treasurer/Clerk went over the budget for the In-Lieu housing. The Council discussed the possibility of KURA assisting to fund the Blaine County Housing Authority.

m. Remaining Funds

Sandy Cady, City Treasurer/Clerk went over the remaining funds, including the Non-Department Fund, the Law Enforcement Capital Fund, General Obligation Debt Service Fund, Police Trust Fund and the Fire Trust Fund.

The Council discussed options for funding the Fire Department personnel, and funding of Mountain Rides and the Parks and Recreation Department.

The Council prioritized funding fire department personnel first and then Mountain Rides and the parks and recreation department and agreed to have Councilor Anne Corrock and Councilor Jim Slanetz meet with the City of Sun Valley to discuss funding for the Parks Department.

4. ADJOURNMENT.

Councilor Jim Slanetz motioned to adjourn at 4:58 p.m. Council President Michael David seconded, motion passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk



City Council

Special Meeting

~ Minutes ~

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

Tuesday, August 26, 2014

5:30 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Anne Corrock
Councilor Baird Gourlay
Councilor Jim Slanetz

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Stephanie Bonney
Ketchum City Treasurer/Clerk Sandra Cady

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 5:30 p.m.

2. PUBLIC HEARINGS.

- a. Ordinance 1119 – The annual appropriation ordinance for the fiscal year beginning October 1, 2014, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made. – Sandra Cady, City Treasurer/Clerk.

COMMENTS - Current Meeting:

No Public Comment

Motion to: Adopt Ordinance 1119, entitled the annual appropriation ordinance for the fiscal year beginning October 1, 2014, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Council President
AYES:	David, Corrock, Gourlay, Slanetz

3. APPROVAL OF CURRENT BILLS.

Motion to: Approve the current bills.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	David, Corrock, Gourlay, Slanetz

4. ADJOURNMENT.

Councilor Baird Gourlay motioned to adjourn at 5:52 p.m. Councilor Jim Slanetz seconded, motion passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"- "9449008022", "9910000000"- "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0905141	State Withholding Tax Pay Period: 9/5/2014	6,596.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	083114	Health Ins - Employee Pay Period: 8/22/2014	63.76
III-A	PR0905141	Health Ins - Family Pay Period: 9/5/2014	315.66
III-A	PR0905141	Health Ins - Employee + Spouse Pay Period: 9/5/2014	382.56
III-A	PR0905141	Health Ins - Family Pay Period: 9/5/2014	473.49
III-A	PR0905141	Health Ins - Employee + 1 Chld Pay Period: 9/5/2014	40.05
III-A	PR0905141	Health Ins - Employee + 2 Chld Pay Period: 9/5/2014	124.44
III-A	PR0905141	Health Ins - Family Pay Period: 9/5/2014	157.83
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0905141	AFLAC After-Tax Pay Period: 9/5/2014	178.47
AFLAC	PR0905141	AFLAC Pre-Tax Pay Period: 9/5/2014	754.78
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
NCPERS IDAHO	C376914	Group Life Insurance Unit C376	64.00
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	083114	Dental Insurance - 1 Child Pay Period: 8/22/2014	37.14
DELTA DENTAL PLAN OF IDAH	PR0905141	Dental Insurance - 1 Child Pay Period: 9/5/2014	69.28
DELTA DENTAL PLAN OF IDAH	PR0905141	Dental Insurance - Spouse Pay Period: 9/5/2014	259.98
DELTA DENTAL PLAN OF IDAH	PR0905141	Dental Insurance - Family Pay Period: 9/5/2014	785.74
DELTA DENTAL PLAN OF IDAH	PR0905141	Dental Insurance - 2+ Child Pay Period: 9/5/2014	122.28
01-2173-3000 P/R DEDUC PBL--PEBSO			
NATIONWIDE RETIREMENT SOL	PR0905141	Nationwide - 0026904-001 Pay Period: 9/5/2014	3,316.63
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0905141	Child Support Pay Period: 9/5/2014	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0905141	Pioneer Federal Credit Union Pay Period: 9/5/2014	1,800.00
01-2175-1000 P/R DEDUC PBL--UNION DUES			
KETCHUM FIREFIGHTERS LOCA	PR0905141	Union Dues Union Dues Pay Period: 9/5/2014	715.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0905141	125 Medical Savings Pay Period: 9/5/2014	1,260.90
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0905141	125 Dependant Care Pay Period: 9/5/2014	650.00
Total :			18,235.87
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	15.75
01-4110-3200 OPERATING SUPPLIES			
US BANK	08/25/14	Wireless Access Point	74.32
01-4110-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10724	Computer Maintenance	50.00
KETCHUM COMPUTERS, INC.	10725	Computer Maintenance	150.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
CORROCK, ANNE	08/30/14	CAST Conference Expenses	1,227.59

Vendor Name	Invoice Number	Description	Net Invoice Amount
COLORADO ASSOCIATION OF S	615	Dinner at Durango	50.00
01-4110-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	80.79
Total LEGISLATIVE & EXECUTIVE:			1,648.45
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	27.45
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	60456	Office Supplies	23.29
COPY & PRINT, L.L.C.	60457	Office Supplies	7.17
GREAT AMERICA LEASING COR	15727508	Copier Agreement	71.35
INTEGRATED TECHNOLOGIES	4305	Copier Maintenance	203.25
INTEGRATED TECHNOLOGIES	4385	Copier Maintenance	50.00
LEXISNEXIS MATTHEW BENDE	60412232	ID Codes	440.51
PITNEY BOWES - RESERVE ACC	518853	Postage Meter Supplies	130.88
UNIFIED OFFICE SERVICES	188236	Office Supplies	13.40
US BANK	08/25/14	Coffee	7.20
01-4150-3310 STATE SALES TAX-GEN.GOV. & PAR			
STATE TAX COMMISSION	083114	Sales Tax - 08/01/14 - 08/31/14	20.10
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	59897	CONTRACT SUPPORT	322.89
GRANT, SUZANNE	07/21/14	CC Minutes 02/26/14,05/06/14, & Partial 05/05/14	225.00
KETCHUM COMPUTERS, INC.	10701	Computer Maintenance	100.00
KETCHUM COMPUTERS, INC.	10724	Computer Maintenance	150.00
KETCHUM COMPUTERS, INC.	10724	Computer Maintenance	425.00
KETCHUM COMPUTERS, INC.	10726	Computer Maintenance	150.00
MURRAY, JO	090414	Public Relation Services	5,904.90
US BANK	08/25/14	Constant Contact & Facebook Ad	86.97
WHITNEY L. MCNEES	55	Water Department Film	512.50
ACCELA	7565	Subscription	475.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-08/14	Account 2196	1,567.88
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ASSOCIATION OF IDAHO CITIES	5272974	ICCTFOA Institute - Pat, Sandy & Kathleen	490.00
BENNETT, PATRICIA	090414	ICCTFOA Conference Expenses	191.90
CADY, SANDRA E.	090414	ICCTFOA Conf. Expenses	206.54
SCHWARTZENBERGER, KATHLE	090414	ICCTFOA Conference Expenses	180.10
US BANK	08/25/14	APT Conference Lodging	435.78
US BANK	08/25/14	Meeting Lunch	97.81
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
US BANK	08/25/14	Meeting Lunch	40.48
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1312274987	ACCT. 74754376	72.32
CENTURY LINK	2087263841852	ACCT. 208-726-3841 862b	1,233.02
SENTINEL FIRE & SECURITY, IN	182224	Quarterly Monitoring Fee	90.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10701	Computer Maintenance	1,560.00
MXTOOLBOX, INC	118125	Email & Spam Services	339.00-
01-4150-5200 UTILITIES			
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	46.02
CLEAR CREEK DISPOSAL	828673	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	829257	ACCT. 960	74.86
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401027222301	312.69
IDAHO POWER	2200749261-08	ACCT. 2200749261	1,561.75
IDAHO POWER	2203855230-08	ACCT. 2203855230	101.70
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
ATKINSONS' MARKET	1856-08/14	ACCT. 1856	65.41
WAXIE SANITARY SUPPLY	74772748	Supplies	118.62
WAXIE SANITARY SUPPLY	74785991	Supplies	84.95
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
DELL MARKETING L.P.	XJJC91X59	Computer	2,029.94
Total ADMINISTRATIVE SERVICES:			19,629.63
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	50909	1536-03 - General	8,112.44
MOORE SMITH BUXTON & TUR	50913	1536-27 - General P&Z	898.50
MOORE SMITH BUXTON & TUR	50914	1536-39 - RPP Application	2,624.03
MOORE SMITH BUXTON & TUR	50916	1536-49 - Fire	1,293.37
MOORE SMITH BUXTON & TUR	50917	1536-50 - Parks & Recreation	109.20
Total LEGAL:			13,037.54
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
HOROWITZ, LISA	2	Insurance Reimbursement	1,876.35-
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	36.90
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	60457	Office Supplies	10.75
GREAT AMERICA LEASING COR	15727508	Copier Agreement	107.04
INTEGRATED TECHNOLOGIES	4305	Copier Maintenance	304.88
US BANK	08/25/14	Coffee	10.78
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-08/14	Account 2196	233.16
01-4170-5100 TELEPHONE & COMMUNICATIONS			
KETCHUM COMPUTERS, INC.	10726	Computer Maintenance	25.00
Total COMMUNITY PLANNING/DEVELOPMENT:			1,147.84-
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
EXPRESS PRINTING INC	229521	Ore Wagon Museum Rack Cards	408.75
KETCHUM COMPUTERS, INC.	10701	Computer Maintenance	575.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total CONTINGENCY:			983.75
POLICE			
01-4210-4200 PROFESSIONAL SERVICES			
IDAHO STATE POLICE	082514	Fingerprint Processing	207.50
Total POLICE:			207.50
BUILDING			
01-4240-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	5.40
01-4240-3200 OPERATING SUPPLIES			
COPY & PRINT, L.L.C.	60457	Office Supplies	5.38
GREAT AMERICA LEASING COR	15727508	Copier Agreement	53.51
INTEGRATED TECHNOLOGIES	4305	Copier Maintenance	152.43
US BANK	08/25/14	Coffee	16.06
Total BUILDING:			232.78
Total GENERAL FUND:			52,827.68
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL	121602	Supplies	403.34
02-4530-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	902-08/14	Wagon Days Charges -- Acct. 902	626.46
KNEADERY	083114	Wagon Days Breakfast	205.89
PERRY'S	082614	Gift Cards for Wagon Days	240.00
02-4530-3250 SOUVENIRS SUPPLIES			
EXPRESS PRINTING INC	229454	Wagon Days Posters	968.00
02-4530-3310 STATE SALES TAX			
STATE TAX COMMISSION	083114	Sales Tax - 08/01/14 - 08/31/14	99.50
02-4530-4200 PROFESSIONAL SERVICES			
EXPRESS PRINTING INC	229482	Wagon Days Brochure	659.00
EXPRESS PRINTING INC	229557	Wagon Days Cards	440.00
JUDY'S DESIGN HOUSE LLC	715	Wagon Days Ads	1,565.30
KETCHUM COMPUTERS, INC.	10726	Grand Marshal Reception	595.51
SUN VALLEY EVENTS	518	August Hours	5,000.00
UPS STORE #2444	082914	Wagon Days Posters	279.50
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO			
JASON SAPPENFIELD	129	Visitor Center Window Graphics	1,074.46
Total WAGON DAYS EXPENDITURES:			10,008.04
Total WAGON DAYS FUND:			10,008.04

Vendor Name	Invoice Number	Description	Net Invoice Amount
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	67.05
04-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-415148	Supplies	125.46
A.C. HOUSTON LUMBER CO.	14-415402	Supplies	19.38
A.C. HOUSTON LUMBER CO.	14-415450	Supplies	10.40-
KNEADERY	083114	Street Dept. Breakfasts	213.70
TREASURE VALLEY COFFEE IN	2160:03751015	Supplies	163.75
VICKERS WESTERN STORE	13550	Boots	150.00
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-413304	Supplies	13.89
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	774446	ACCT. 37269	1,312.93
04-4310-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10703	Computer Maintenance	170.00
MOORE SMITH BUXTON & TUR	50918	1536-51 - Streets	68.25
ROAD WORK AHEAD CONST. SU	26808	Traffic Control	385.00
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	08/25/14	Skillpath Seminars	32.33
04-4310-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1312274987	ACCT. 74754376	6.67
04-4310-5200 UTILITIES			
COX COMMUNICATIONS	1240120518270	ACCT. 001 2401 205182701	63.20
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	5.23
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	787294	Supplies	102.50
RIVER RUN AUTO PARTS	6538-76690	Supplies	10.95
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	14-413333	Supplies	44.97
A.C. HOUSTON LUMBER CO.	14-414155	Supplies	21.04
FASTENAL COMPANY	IDJER49188	Parts	161.08
FREIGHTLINER OF IDAHO	156677	Parts & Supplies	40.04
NAPA AUTO PARTS	787282	Supplies	16.50
NAPA AUTO PARTS	787492	Supplies	62.16
NORTHWEST EQUIP SALES MAC	137894T	Parts & Supplies	164.24
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400335909	ACCT. 241076800	37.61
AMERIPRIDE LINEN	2400337752	ACCT. 241076800	69.25
AMERIPRIDE LINEN	2400348864	ACCT. 241076800	71.23
AMERIPRIDE LINEN	2400350494	ACCT. 241076800	34.59
04-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	14-413492	Sign Supplies	1.89
LUTZ RENTALS	40205	Rental Equipement	144.99

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857-08	ACCT. 2201013857	32.39
IDAHO POWER	2204535385-08	ACCT. 2204535385	182.99
IDAHO POWER	2206773224-08	ACCT. 2206773224	11.78
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
IDAHO TRAFFIC SAFETY INC	16842	Road Striping	8,545.47
Total STREET:			12,542.11
Total STREET MAINTENANCE FUND:			12,542.11
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	45.36
10-4230-3200 OPERATING SUPPLIES			
COPY & PRINT, L.L.C.	60457	Office Supplies	2.69
GREAT AMERICA LEASING COR	15727508	Copier Agreement	26.75
INTEGRATED TECHNOLOGIES	4305	Copier Maintenance	76.22
INTERSTATE BATTERY CENTER	24922836	Parts & Supplies	19.34
US BANK	08/25/14	New Pager	255.71
US BANK	08/25/14	Network Innovations	16.55
US BANK	08/25/14	Coffee	13.37
10-4230-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10083	Computer Maintenance	337.50
KETCHUM COMPUTERS, INC.	10167	Computer Maintenance	75.00
KETCHUM COMPUTERS, INC.	9956	Computer Maintenance	162.50
10-4230-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9730340910	ACCT. 765494480-00001	87.88
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
ROBERTS ELECTRIC	184002	Electrical Service	37.16
ROBERTS ELECTRIC	188729	Electrical Service	266.31
VIRTUAL it iNC.	6081	Firewall Appliance	1,347.50
10-4230-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	56983-09/14	DSL	17.08
US BANK	08/25/14	Active 911 Subscription	247.50
10-4230-7600 OTHER MACHINERY & EQUIPMENT			
SUN VALLEY, CITY OF	090214	Aerial Fire Truck	10.00
Total FIRE & RESCUE:			3,044.42
Total FIRE & RESCUE FUND:			3,044.42
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	75.24

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-3200 OPERATING SUPPLIES			
BOUNDTREE MEDICAL	81519629	Supplies	184.30
COPY & PRINT, L.L.C.	60457	Office Supplies	2.68
GREAT AMERICA LEASING COR	15727508	Copier Agreement	26.75
INTEGRATED TECHNOLOGIES	4305	Copier Maintenance	76.22
INTERSTATE BATTERY CENTER	24922836	Parts & Supplies	19.33
NORCO	14166473	ACCT. 54794	235.79
NORCO	14218765	ACCT. 54794	81.62
US BANK	08/25/14	New Pager	255.70
US BANK	08/25/14	Coffee	13.36
14-4260-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10083	Computer Maintenance	337.50
KETCHUM COMPUTERS, INC.	10167	Computer Maintenance	75.00
KETCHUM COMPUTERS, INC.	9956	Computer Maintenance	162.50
14-4260-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9730340910	ACCT. 765494480-00001	87.88
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
ROBERTS ELECTRIC	184002	Electrical Service	37.16
ROBERTS ELECTRIC	188729	Electrical Service	266.30
VIRTUAL it iNC.	6081	Firewall Appliance	1,347.50
14-4260-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	56983-09/14	DSL	17.09
US BANK	08/25/14	Active 911 Subscription	247.50
Total AMBULANCE SERVICE:			3,549.42
Total AMBULANCE SERVICE FUND:			3,549.42
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	51.75
18-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1260798	Supplies	8.54
CHATEAU DRUG CENTER	1264212	Supplies	51.51
MARYBETH FLOWERS	090414	Gondola unvieling flowers	64.80
18-4510-3250 RECREATION SUPPLIES			
US BANK	08/25/14	Recreation Supplies	38.44
18-4510-3280 YOUTH GOLF			
BIGWOOD GOLF CLUB	090314	Jr. Tournament	800.00
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	604550594	Concession & Supplies	659.62
18-4510-3310 STATE SALES TAX-PARK			
STATE TAX COMMISSION	083114	Sales Tax - 08/01/14 - 08/31/14	739.50
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	774445	ACCT. 37268	459.46

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-4200 PROFESSIONAL SERVICES			
CLEAR CREEK DISPOSAL	825928	ACCT. 56339	33.07
CLEAR CREEK DISPOSAL	829524	ACCT. 56339	154.04
CLEAR CREEK DISPOSAL	829525	ACCT. 56339	111.48
CLEAR CREEK DISPOSAL	829526	ACCT. 56339	99.00
CLEAR CREEK DISPOSAL	829527	ACCT. 56339	99.00
KETCHUM COMPUTERS, INC.	10702	Computer Maintenance	230.00
SENTINEL FIRE & SECURITY, IN	181906	Quarterly Monitoring Fee	90.00
SUNSEAL, LTD	8212	Seal Coat	1,563.74
18-4510-4210 PROFESSIONAL SERVICE-CITY TREES			
ARBOR CARE	31383	Tree Maintenance	255.00
18-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	08/25/14	Meeting Lunch	81.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1312274987	ACCT. 74754376	5.94
18-4510-5200 UTILITIES			
IDAHO POWER	2203538992-08	ACCT. 2203538992	96.28
IDAHO POWER	2206452274-08	ACCT. 2206452274	605.95
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	15.53
INTERMOUNTAIN GAS	807350253157-	Acct. 80735025-315-7	2.06
18-4510-6510 COMMUNITY SPECIAL EVENTS			
MONKEY TONGUE PRODUCTIO	5	Entertainment for BAH	180.00
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-413784	Supplies	14.96
A.C. HOUSTON LUMBER CO.	14-414145	Supplies	6.39
LUTZ RENTALS	39877	Rental Equipement	32.40
PIPECO, INC.	138481	Supplies	12.94
CEM AQUATICS	106608	Hemingway Splash Park	31.46
CEM AQUATICS	106787	Hemingway Splash Park	12.36
Total PARKS AND RECREATION:			6,606.22
Total PARKS AND RECREATION FUND:			6,606.22
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	10.35
Total LOCAL OPTION SALES TAX :			10.35
Total LOCAL OPTION SALES TAX FUND:			10.35
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	51.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	187864	Office Supplies	94.15
UNIFIED OFFICE SERVICES	188241	Office Supplies	107.00
UNIFIED OFFICE SERVICES	188915	Office Supplies	8.71
UNIFIED OFFICE SERVICES	5520CM	Office Supplies	14.87-
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-415866	Supplies	30.76
AMERIPRIDE LINEN	2400349315	ACCT. 241076901	19.46
AMERIPRIDE LINEN	2400349316	ACCT. 241076900	69.59
AMERIPRIDE LINEN	2410037076	ACCT. 241076900	137.31
CHATEAU DRUG CENTER	1260528	Supplies	18.02
D AND B SUPPLY	11041-07/03/14	Supplies- Acct. 11041	174.97
D AND B SUPPLY	11041-07/22/14	Supplies- Acct. 11041	174.97
GO-FER-IT	41385	Shipping Services	13.00
H.D. FOWLER COMPANY	C334884	Shipping	30.00-
US BANK	08/25/14	Meeting Lunch	17.86
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	48967	Testing	66.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	773148	ACCT. 37270	40.53
UNITED OIL	774447	ACCT. 37270	36.30
UNITED OIL	774448	ACCT. 37271	709.61
63-4340-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	59897	CONTRACT SUPPORT	322.89
MOORE SMITH BUXTON & TUR	50911	1536-23 - Water	1,639.39
MOORE SMITH BUXTON & TUR	50912	1536-24 Water Rights	105.00
MOORE SMITH BUXTON & TUR	50915	1536-46 Big Wood Golf Course - Water Rights	304.75
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	08/25/14	Skillpath Seminars	32.33
US BANK	08/25/14	Skillpath Seminars	269.00
US BANK	08/25/14	Meeting Expenses	28.94
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1312274987	ACCT. 74754376	7.04
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	80.73
VERIZON WIRELESS, BELLEVUE	9730214325	ACCT. 965494438-00001	22.21
VERIZON WIRELESS, BELLEVUE	9730307785	ACCT. 365516521-00001	105.06
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903-08	ACCT. 2202458903	83.21
IDAHO POWER	2203658592-08	ACCT. 2203658592	16,640.57
IDAHO POWER	2206786259-08	ACCT. 2206786259	57.87
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-76503	Supplies	4.54
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-413338	Supplies	13.59
A.C. HOUSTON LUMBER CO.	14-413774	Supplies	30.45
PIPECO, INC.	137688	Supplies	39.31
PIPECO, INC.	138123	Supplies	17.76
RIVER RUN AUTO PARTS	6538-76692	Supplies	9.21

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER EXPENDITURES:			21,538.52
Total WATER FUND:			21,538.52
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7651 WA METERS TO FLAT RATE CUSTMRS			
FIRST STREET BUILDING	082714	Rebate for Water Conversion	1,000.00
64-4340-7800 CONSTRUCTION			
LUNCFORD EXCAVATION, INC.	5597	Excavation	483.00
LUNCFORD EXCAVATION, INC.	5598	Excavation	2,471.56
64-4340-7801 REPLACE GENERATOR WS BOOSTER			
A.C. HOUSTON LUMBER CO.	14-415346	Supplies	18.45
A.C. HOUSTON LUMBER CO.	14-415575	Supplies	10.97
Total WATER CIP EXPENDITURES:			3,983.98
Total WATER CAPITAL IMPROVEMENT FUND:			3,983.98
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	16531-08/14	Administration & Consulting Fees	96.30
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	187864	Office Supplies	75.43
UNIFIED OFFICE SERVICES	188241	Office Supplies	107.01
UNIFIED OFFICE SERVICES	188915	Office Supplies	8.71
UNIFIED OFFICE SERVICES	5520CM	Office Supplies	14.87-
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400349314	ACCT. 241021000	92.50
AMERIPRIDE LINEN	2400349315	ACCT. 241076901	19.46
CHATEAU DRUG CENTER	1255815	Supplies	15.19
CHATEAU DRUG CENTER	1260552	Supplies	6.64
NORTH CENTRAL LABORATORI	342898	Supplies	600.64
US BANK	08/25/14	Meeting Lunch	17.87
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	773148	ACCT. 37270	40.53
UNITED OIL	774447	ACCT. 37270	86.74
65-4350-3800 CHEMICALS			
CHEMTRADE CHEMICALS US LL	90666385	Chemicals	5,610.75
HACH	8999968	Supplies	164.45
65-4350-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	59897	CONTRACT SUPPORT	322.89
MOORE SMITH BUXTON & TUR	50910	1536-22 - Sewer	651.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	08/25/14	Skillpath Seminars	32.34
US BANK	08/25/14	Meeting Expenses	28.93

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1312274987	ACCT. 74754376	8.03
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	47.98
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	80.73
VERIZON WIRELESS, BELLEVUE	9730214325	ACCT. 965494438-00001	100.58
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701-08	ACCT. 2202158701	11,881.37
IDAHO POWER	2206786259-08	ACCT. 2206786259	57.87
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
US BANK	08/25/14	Seat Covers	169.99
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
ABEL PUMPS, L.P.	407558	Membrane Material	4,280.49
BANYAN TECHNOLOGY INC.	19983	Service & Repairs	403.60
BOLEN'S CONTROL HOUSE, INC.	S1230668.001	Parts & Supplies	409.36
CHARLIE'S HEATING &	14.344	Repairs	72.50
CONCRETE CONSTRUCTION SU	822005	Wiremesh	35.00
GRAINGER, INC., W.W.	9520081127	Supplies	242.00
LEONARD PETROLEUM EQUIPM	57340	Repairs	159.89
PIPECO, INC.	138227	Supplies	32.13
PIPECO, INC.	138275	Supplies	5.16
US BANK	08/25/14	Filters for UV	121.77
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
A.C. HOUSTON LUMBER CO.	14-413282	Supplies	19.77
AMERIPRIDE LINEN	2400349314	ACCT. 241021000	16.32
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	28.49
GRAINGER, INC., W.W.	9520081127	Supplies	242.00
L.L. GREEN'S HARDWARE	A354024	Supplies	6.99
PIPECO, INC.	138550	PAINT	295.39
RIVER RUN AUTO PARTS	6538-76434	Supplies	5.00
RIVER RUN AUTO PARTS	6538-76726	Supplies	4.27
UNIFIED OFFICE SERVICES	187864	Office Supplies	1.47
UNIFIED OFFICE SERVICES	5520CM	Office Supplies	5.25
UNITED OIL	773148	ACCT. 37270	138.78
UNITED OIL	774447	ACCT. 37270	217.28
VERIZON WIRELESS, BELLEVUE	9730214325	ACCT. 965494438-00001	40.26
DW INSPECTION SYSTEMS	14838R1	Supplies	953.46
Total WASTEWATER EXPENDITURES:			28,035.19
Total WASTEWATER FUND:			28,035.19
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7804 AERATION BLOWER UPGRADE/REPLAC			
WOOD RIVER WELDING, INC.	157325	Blower Project	400.00
Total WASTEWATER CIP EXPENDITURES:			400.00
Total WASTEWATER CAPITAL IMPROVE FND:			400.00
DEVELOPMENT TRUST FUND			

Vendor Name	Invoice Number	Description	Net Invoice Amount
DEVELOPMENT TRUST EXPENDITURES			
94-4900-6600 REFUNDS-P&Z RETAINER FEES			
RETAINER REFUNDS	13-016	Retainer Refund - Williams Townhomes - Design Review	152.33
RETAINER REFUNDS	13-072	Retainer Refund - Moore Residence	288.42
RETAINER REFUNDS	13-086	Retainer Refund - Mortgage Row 14A & 14B	90.54
RETAINER REFUNDS	13-090	Retainer Refund - Lot 1A Block 94	273.00
RETAINER REFUNDS	13-098	Retainer Refund - Moore Residence LLS	123.42
RETAINER REFUNDS	13-101	Retainer Refund - Laresse CUP	26.39
RETAINER REFUNDS	13-115	Retainer Refund - Scott Jordon LLS	150.56
RETAINER REFUNDS	13-118	Retainer Refund - Williams Townhomes - Final Plat	160.00
RETAINER REFUNDS	13-118	Retainer Refund - Williams Townhomes - Preliminary Plat	14.73
RETAINER REFUNDS	13-119	Retainer Refund - Philbrick Addition	264.55
RETAINER REFUNDS	14-011	Retainer Refund - Martin/Library Lot Line Shift	251.40
RETAINER REFUNDS	14-025	Retainer Refund - Cox 8th Street Design Review	319.69
RETAINER REFUNDS	14-026	Retainer Refund - YMCA Greenhouse	229.42
RETAINER REFUNDS	14-036	Retainer Refund - Hemingway Design Review	284.29
RETAINER REFUNDS	14-042	Retainer Refund - Baty-Edelweiss LLS	193.58
RETAINER REFUNDS	14-050	Retainer Refund - Cahill Lot Line Shift	270.28
RETAINER REFUNDS	14-060	Retainer Refund - Christiania Lot Line Shift	254.35
Total DEVELOPMENT TRUST EXPENDITURES:			3,346.95
Total DEVELOPMENT TRUST FUND:			3,346.95
Grand Totals:			145,892.88

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "011000000"- "9449008022", "991000000"- "9911810000"