



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Tuesday, September 2, 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
 - b. Communications from Council Liaisons: Baird Gourlay - Sun Valley Economic Development; Jim Slanetz and Michael David – Ketchum Community Development Corporation; Jim Slanetz – Blaine County Housing Authority; Michael David – Mountain Rides.
3. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
4. AGREEMENTS AND CONTRACTS.
 - a. Contract for Services with Wendy Pabich, PH.D – Suzanne Frick, City Administrator.
 - b. Aerial Tower Fire Truck Bill of Sale – Mike Elle, Fire Chief.
5. 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Amendments to Ketchum Municipal Code, Title 17, Chapter 17.88 Floodplain Management Overlay Zoning District (to be repealed and replaced in its entirety), Section 17.64.010 Commercial Core District, I. Hotel Uses and Section 17.64.020 Commercial Core District, H. Historic Buildings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 Number 14-016 to set a public hearing and publish notice to amend the 2013-14 FY Budget - Sandra Cady, City Treasurer/Clerk.
 - c. Resolution Number 14-018 adopting the State of Idaho Nationwide Plan for deferred compensation – Patricia Bennett, Deputy Treasurer/Clerk.
6. COMMUNICATIONS FROM THE PRESS.
7. CONSENT CALENDAR
 - a. Approval of minutes: August 18, 2014.
 - b. Recommendation to approve current bills and payroll summary.
 - c. Software Maintenance & Support Agreement with Caselle, Inc.
8. EXECUTIVE SESSION to discuss:
 - a. Litigation pursuant to Idaho Code §§67-2345 1(f).
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 2, 2014 City Council Agenda Report

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

4. AGREEMENTS AND CONTRACTS.

- a) Contract for Services with Wendy Pabich, PH.D – Suzanne Frick, City Administrator.

Suzanne Frick, City Administrator is recommending the City enter into a Contract for Services with Wendy Pabich, PH.D to develop a Water and Energy Strategic Analysis and Plan to help guide the City in developing future water and energy strategies. Dr. Pabich will also provide ongoing advisory services to the City in the area of water and energy initiatives. Suzanne has provided a staff report and a copy of the proposed contract in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council approve the proposed contract with Wendy Pabich, PH.D.

RECOMMENDED MOTION: *“I move to enter into a contract for services with Wendy Pabich, PH.D.”*

- b) Aerial Tower Fire Truck Bill of Sale – Mike Elle, Fire Chief.

In 1987 the City of Ketchum and the City of Sun Valley signed a Memorandum Agreement to jointly purchase and own a 100 foot Aerial Ladder Platform Fire Truck known as the Aerial Tower. In order for the City of Ketchum to continue to get ISO credit for a NFPA ladder truck and to relieve the City of Sun Valley of any perceived liability they feel with the older Aerial Tower, Mike Elle, Fire Chief, is recommending that the City purchase the Aerial Tower with all of its equipment in place and take sole possession and responsibility for it at the City Hall fire station. Mike has provided a detailed staff report in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Bill of Sale to transfer ownership of the Aerial Tower and its inventory entirely to the City of Ketchum.

RECOMMENDED MOTION: “I move to approve the Aerial Tower Bill of Sale and authorize the expenditure of ten dollars for the purchase of the Aerial Tower and its inventory.”

5. 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. 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 conduct a second reading of the proposed text changes 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. The Council has the option of waiving the third reading, to continue the hearing to a date certain for a third reading or for further discussion or to deny the text amendments. Staff would recommend September 15, 2014 for third reading.

RECOMMENDED MOTION: “Pursuant to Idaho Code §67-65, I move to APPROVE the second reading of Ordinance No. 1120 and a continuation of this hearing for a third reading to September 15, 2014, of the proposed text changes, 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”

- b) Resolution Number 14-016 to set a public hearing and publish notice to amend the 2013-14 FY Budget - Sandra Cady, City Treasurer/Clerk.

Sandra Cady, City Treasurer/Clerk is recommending the Council amend the 2013-14 fiscal year budget to appropriate an additional \$1,642,822. Resolution Number 14-016 sets the public hearing for September 15, 2014 to amend the 2013-14 fiscal year budget. Sandy 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 No. 14-016.

RECOMMENDED MOTION: *"I move to approve Resolution Number 14-016, providing for publication of notice of public hearing and for public hearing for an amendment to the 2013-14 fiscal year budget."*

- c) Resolution Number 14-018 adopting the State of Idaho Nationwide Plan for deferred compensation – Patricia Bennett, Deputy Treasurer/Clerk.

Currently the City is participating in a 457 plan administered by Nationwide at standard pricing. Participants pay an additional 70 to 95 basis points depending on which funds they are invested in. The City now has the option of adopting the State Plan, also administered by Nationwide; participants do not pay any administrative fees due to the size of the plan. Patricia Bennett, Deputy Treasurer/Clerk has provided a staff report and a copy of the resolution in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends that the City Council adopt Resolution No. 14-018.

RECOMMENDED MOTION: *"I move to approve Resolution Number 14-018, changing from our current Nationwide plan to the State of Idaho plan."*

7. CONSENT CALENDAR.

- a) Approval of minutes: August 18, 2014.
Copies of the minutes from the August 18, 2014 Regular Council Meeting have been provided in the packet for Council review.
- b) Recommendation to approve current bills and payroll summary.
A list of bills for approval and the payroll summary have been included in the packet for Council review.
- c) Software Maintenance & Support Agreement with Caselle, Inc.
Staff recommends approval of the agreement with Caselle, Inc. for software and maintenance support. A copy of the agreement has been provided 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 2, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Enter into a Contract for Services with Wendy Pabich, PH.D

Introduction/History

Furthering the goals of the Natural Resource and Energy Conservation Assessment adopted by the City Council, staff is recommending development of a Water and Energy Strategic Analysis and Plan to help guide the City in developing future water and energy strategies. In addition, Dr. Pabich will provide on going advisory services to the City in the area of water and energy initiatives.

Current Report

In the words of Dr. Pabich, "Idaho has been identified as one of 14 states in the U.S. likely, by mid-century, to face extreme or high risk to water sustainability or see limitations on water availability as demand exceeds supply. Increasing water costs, interruptions in water supply, and declining water quality represent physical, operational, regulatory, reputational, and financial risk to water-dependent communities and businesses. Water risk also brings opportunity for innovation, operational excellence, cost savings, and strategic advantage to communities and organizations that understand and effectively mitigate risk and solve water challenges."

The City of Ketchum has the opportunity to be proactive and identify strategies and position the City for the future. Dr. Pabich will work with staff from Public Works, Planning and City Administration to develop strategies tailored for the City of Ketchum.

Financial Requirement/Impact

The cost for the analysis/plan and advisory services is \$3500 per month for a total not too exceed \$42,000 in FY 2014-15. The Fiscal Year 2014-15 Budget has sufficient funding in the Water Fund professional services line item to support the proposed contract.

Recommendation

I respectfully recommend that the Ketchum City Council approve the proposed contact with Wendy Pabich, PH.D.

Recommended Motion

I move to enter into a contract for services with Wendy Pabich, PH.D.

Sincerely,

Suzanne Frick
City Administrator

Attachment: Proposed Contract

INDEPENDENT CONTRACTOR AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho (“City”), and Wendy J. Pabich, Ph.D. (“Contractor”).

RECITALS

Whereas, the Ketchum City Council intends to prepare a Water and Energy Strategic Analysis and Plan;

Whereas, the Analysis contemplates certain deliverables to be produced for the City, City desires to hire Contractor to produce a portion of those deliverables as specified in this Agreement; and

Whereas, the City is empowered by Idaho Code section 50-301 to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents, and to implement portions of the 2014 Ketchum Comprehensive Plan (“Plan”);.

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

AGREEMENT

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

1. SCOPE OF WORK:

Contractor will coordinate with the City Administrator to develop a Water and Energy Strategic Analysis and provide advice to the City as directed by the City Administrator and the Mayor as set forth herein. Contractor’s point of contact is the City Administrator or her designee.

Task 1 – Develop Water and Energy Strategic Analysis

Contractor will evaluate current and future needs to develop a citywide strategy to enhance natural resource, water and energy use efficiency, reduce consumption, provide long term security in those areas, decrease costs, and provide an economic and competitive advantage. Such a citywide strategy could entail the following components:

1. Evaluation of current water and energy footprints and the nexus between the two by compiling, analyzing and reporting current water and energy

utilization trends and wastewater treatment trends from the City Public Works Department, including, among other things, pumping records, effluent discharge, energy use, and associated expenditures. Much of this information is available from the City Public Works Department.

2. Analyze existing water access and supply.

3. Prioritize options for natural resource, and energy conservation, and use efficiency. Analyze present monitoring, metering, conservation, technological, and management practices and propose options that could provide cost savings. Identify possible additional resources, conservation and related measures including, if appropriate, analysis of leveraging the water-energy nexus.

4. Provide a written comprehensive strategy for greater water use reduction, efficiency, conservation and impact goals, and developing a strategy to save costs, reduce energy and water use, and maximize water security. Water use reduction strategies may use regulatory, policy, planning, market, rate or incentive approaches, and use tools that include: metering, use of water efficient appliances, landscaping and irrigation efficiency improvements, alternative use strategies and local land use policy.

Task 2 – Advisor to City Administrator, Department Heads, Mayor and City Council

Consultant will work with, and at the direction of, the City Administrator to provide advice to evaluate water and energy footprints, evaluating risks and opportunities, establish goals, incentive approaches to implement the water and energy strategies established by the City, and any other tasks that the City Administrator may assign.

2. **AMOUNT AND METHOD OF PAYMENT:** The City agrees to pay Contractor for services rendered under this Agreement according to the attached fee schedule including direct expenses, but not to exceed \$3,500.00 per month, with a total contract amount, including all expenses, not to exceed \$ 42,000.

(a) Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice. Each invoice shall specify charges as they relate to the Assessment-specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.

(b) Reimbursable expenses (which shall cover general out-of-pocket expenses including Contractor's hourly fees, telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses, and the like) shall be billed to the City at actual cost to Contractor with no mark-up.

(c) All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.

(d) If the services subject to a specific invoice do not meet the requirements of this Agreement as the City may determine, the City shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the City's written notice. If the City again determines the work fails to meet the requirements, the City may withhold payment until deficiencies have been corrected to the City's satisfaction or may terminate this Agreement for cause as set forth in **Section 19** of this Agreement.

3. **RIGHT OF CONTROL:** The City agrees that it will have no right to control or direct the details, manner, or means by which Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement. Contractor agrees to coordinate project schedules and respective commencements and deadlines with the Mayor, Public Works Director and other City employees or contractors that are part of the Assessment team or as otherwise directed by the City.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not

be construed to create any employer-employee relationship between the City and Contractor.

5. **RECORDS ACCESS AND AUDITS:** Contractor shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the City representatives for three (3) years after final payment. Copies shall be made available to the City upon request.

6. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

7. **LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.

8. **FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.

9. **WORKER'S COMPENSATION:** Contractor shall maintain in full force and effect worker's compensation and employer's liability insurance for Contractor and any agents, employees, and staff that Contractor may employ, and provide proof to the City of such coverage or that such worker's compensation insurance is not required under the circumstances.

10. **EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES:** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

12. **CONFIDENTIALITY:** Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

13. **TERM OF AGREEMENT:** This Agreement shall commence as of the effective date specified in **Section 29** and shall remain in effect for one (1) year unless terminated by either party as specified in **Section 19**.

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

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

16. **CHANGES:** The City reserves the right to makes changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

17. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both the City and Contractor.

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

19. **TERMINATION OF AGREEMENT:**

(a) **FOR CAUSE DUE TO BREACH:** If Contractor shall fail to fulfill its obligations in compliance with the scope of work or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the City

and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

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

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

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

To CONTRACTOR: Wendy J. Pabich
P.O. Box 3814
Hailey, ID 83333

21. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for

cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

22. **STANDARD OF SERVICE:** Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

23. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

24. **INSURANCE:** Contractor agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000 which shall name and protect Contractor, all of Contractor's employees, the City, its officers, agents, employees and City Council from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor's acts. Contractor shall provide proof of liability coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy.

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

City of Ketchum
Attn: Suzanne Frick, City Administrator
PO Box 2315
Ketchum, ID 83340
Telephone: (208) 726-7825

25. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

26. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

27. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

28. **CONTRACTOR FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable Contractor fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a

separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

29. **EFFECTIVE DATE:** The effective date of this Agreement shall be the day this Agreement is signed by the City.

30. **DISPUTES:** In the event that a dispute arises between the City and Contractor regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

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

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

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

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

CITY OF KETCHUM

CONTRACTOR

By: _____
Nina Jonas, Mayor

By: _____
Wendy J. Pabich

DATE: _____

DATE: _____

ATTEST:

By: _____
Sandy Cady
City Treasurer/Clerk

DATE: _____



City of Ketchum

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

August 26, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Aerial Tower Fire Truck Bill of Sale

Introduction/History

On March 26, 1987, the City of Ketchum and the City of Sun Valley signed a Memorandum Agreement (Attached as Exhibit C) to jointly purchase and own a 100 foot Aerial Ladder Platform Fire Truck known as the Aerial Tower. The purpose of this joint purchase and ownership was to improve the firefighting and rescue capabilities of both cities in addition to getting more credit towards each cities fire insurance rating. In order for each city to receive fire insurance rating credit for the Aerial Tower, the joint ownership agreement specifies that the Aerial Tower be housed either at the Ketchum City Hall fire station or the Sun Valley City Hall fire station.

Each cities fire insurance rating is set by the Idaho Survey and Rating Bureau based on the Public Protection Classification Program utilized by the Insurance Services Office (ISO). An ISO rating is what determines fire insurance premiums on residential and commercial properties located in the respective jurisdictions. The scale is from 1 to 10 with a 1 being the best fire department with the best water supply and training while a 10 rating being virtually uninsurable due to no local fire department or water supplies. Both the City of Ketchum and the City of Sun Valley are ISO Class 3's which is remarkable given the size of our respective fire departments and our staffing levels. The ISO rating of 3 can be attributed to jointly owning and sharing the use of the Aerial Tower and our Fire Protection Resources Agreement (Attached as Exhibit D) for fire responses.

Current Report

In January of 2014, the City of Sun Valley purchased a used 100 foot Aerial Platform Fire Truck from Pierce Manufacturing and named it Truck 61. The fire truck is a 2013 model that meets the National Fire Protection Association (NFPA) standards for a ladder truck like the older Aerial Tower ladder truck. The City of Sun Valley structured the lease/purchase agreement so that the City of Ketchum could be a partner in its purchase similar to the original purchase agreement for the Aerial Tower.

Unfortunately the new Truck 61 did not fit in either the Sun Valley City Hall fire station or the Ketchum City Hall fire station. The new Truck 61 actually only fits in the Elkhorn Fire Station on

Morning Star Road without major expensive repairs the Sun Valley City Hall fire station and to a smaller degree modifications to the Ketchum City Hall fire station. The City of Ketchum does not get ISO credit for the new Truck 61 if it is housed at the Elkhorn Fire Station and therefore cannot enter into a joint purchase and ownership agreement on the new Truck 61.

In order for the City of Ketchum to continue to get ISO credit for a NFPA ladder truck and to relieve the City of Sun Valley of any perceived liability they feel with the older Aerial Tower, we have looked at the option to purchase the Aerial Tower with all of its equipment in place and to take sole possession and responsibility for it here at the City Hall fire station. The City of Sun Valley has drafted a Bill of Sale with a copy of the title attached as Exhibit A and the inventory list attached as Exhibit B.

Financial Requirement/Impact

The purchase price of the Aerial Tower including its inventory, listed as an exhibit to the Bill of Sale, is ten (\$10) dollars. Long term the cost to the City of Ketchum will be normal maintenance, the annual pump testing, annual UL ladder testing and annual hose testing. These costs were split equally with Sun Valley prior to the transfer of ownership.

Recommendation

I respectfully recommend that the City Council approve this Bill of Sale to transfer ownership of the Aerial Tower and its inventory entirely to the City of Ketchum.

Recommended Motion

"I move to approve the Aerial Tower Bill of Sale and authorize the expenditure of ten dollars for the purchase of the Aerial Tower and its inventory".

Sincerely,



Mike Elle
Chief of Fire and
Emergency Medical Services.

BILL OF SALE, AMENDMENT TO MEMORANDUM AGREEMENT, AND RELEASE

This Bill of Sale, Amendment to Memorandum Agreement, and Release ("Agreement") is entered this ____ day of _____ 2014 between the City of Sun Valley, Idaho, a municipal corporation ("Sun Valley") and the City of Ketchum, Idaho, a municipal corporation ("Ketchum").

RECITALS

WHEREAS, Sun Valley and Ketchum jointly own, in equal shares as tenants in common, a 1987 Sutphen Aerial Platform Model TF100, VIN no. 1S9A3KFF3J1003567 (hereinafter the "Fire Truck"), as commemorated in the Memorandum Agreement entered between Sun Valley and Ketchum dated March 26, 1987.

WHEREAS, Sun Valley desires to convey its half of the Fire Truck to Ketchum for token consideration and Ketchum desires to accept the Fire Truck.

WHEREAS, pursuant to Idaho Code Section 50-302, each city has the power to act to further the health, safety and welfare of its citizens;

NOW THEREFORE, Sun Valley and Ketchum hereby agree as follows:

AGREEMENT

1. A copy of the Fire Truck title is attached hereto as exhibit A and incorporated by reference.
2. For good and valuable consideration, including but not limited to ten dollars (\$10.00), receipt and sufficiency of which is acknowledged, Sun Valley sells and delivers to Ketchum the Fire Truck and the associated equipment inventory attached as exhibit B, incorporated by reference.
3. In connection with this sale, Sun Valley expressly disclaims all warranties, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
4. Sun Valley delivers, and Ketchum accepts the Fire Truck AS IS, WHERE IS.
5. Ketchum hereby releases, discharges, and agrees to fully indemnify Sun Valley, including but not limited to its officials, officers, employees, insurers, agents, attorneys, and assigns for and against all suits, claims, demands, causes of action, and any and all liability related to the Fire Truck or arising out of the transfer, operation, maintenance, or ownership of the Fire Truck arising in any way whatsoever.

510.01:01035609.1 BILL OF SALE, AMENDMENT TO MEMORANDUM AGREEMENT, AND RELEASE

6. Ketchum and Sun Valley agree to, and hereby amend the Memorandum Agreement to STRIKE paragraph 2 of the Memorandum Agreement in its entirety.
7. Ketchum agrees to remove all signage that says "Sun Valley" within ten (10) business days from the execution of this Agreement.
8. Each party hereto agrees to promptly execute any additional documents which may be necessary to carry out the purposes of this Agreement.
9. Attorney's fees: in the event of a litigated or arbitrated dispute concerning this Agreement, the prevailing party shall be entitled to recover attorney's fees.
10. Once the transaction contemplated herein is effected, the Memorandum Agreement entered between Sun Valley and Ketchum dated March 26, 1987 shall be null and void and of no further effect.
11. Entire Agreement: This Agreement is the entire agreement of the parties and may only be modified in a writing duly signed by both parties.

Signatures:

<p>City of Sun Valley By: _____ DeWayne Briscoe Its: Mayor</p> <p>Attest: _____ Alissa Weber</p> <p>_____ City Clerk</p>	<p>City of Ketchum By: _____ Nina Jonas Its: Mayor</p> <p>Attest: _____</p> <p>_____ City Clerk</p>
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ID-3517 01-93
01-975599-8

IDAHO

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 1S9A3KEE3J1003567		YEAR 1988	MAKE SUPT	BODY FT	MODEL TK
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING 6607 ACTUAL 0			
TITLE NUMBER 93414993	PRINT DATE 08/23/1993	WEIGHT 52,500	LENGTH 47	WIDTH	HULL HORSEPC
OWNER'S NAME AND ADDRESS			OTHER PERTINENT DATA		

**CITY OF SUN VALLEY AND
-KETCHUM
BOX 966
KETCHUM, ID 83340**

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to state a false statement may result in fines and/or imprisonment.

Assignment of Title

ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): _____ DATE: _____ 1 <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device		5 PURCHASER'S PRINTED NAME(S) A . B .
2 DATE SOLD: _____ SELLING PRICE: _____	6 ADDRESS	
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)	7 CITY STATE	
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A X B X	8 I am aware of the odometer certification made by the PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A X B X 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or not)	

Lienholder Section

FIRST LIEN NONE	SECOND LIEN
9 SIGNATURE RELEASING LIEN DATE X	
10 SIGNATURE RELEASING LIEN X	
11 NEW LIENHOLDER'S NAME	
12 ADDRESS	
13 CITY STATE	

RECORDED 08/16/1993 14:09

Alterations May Void This Document

AUDIT NO. **0118745**

Exh. A

Aerial Tower Inventory

Batter Box Left Side		O ₂ Bottle
		First Aid Kit with Regulator
		Tool Box
		Burn Dressing
		Infection Control Kit
L1		Hydraulic Controls
	4	Spare Air Bottles
	2	Spirit Levels
L2 (Engineer's Compartment		<i>TOP SHELF</i>
	1	6" NST Suction Cap
	2	Stortz Spanners
	2	Hose Spanners
	2	Sprinkler Stops
	2	5"-4" Stortz Adaptors
	1	Rubber Mallet
	1	Friction Loss Calculator
	1	Roll of Paper Towels
	8	Trinity Bottles
		<i>CENTER SHELF</i>
	4	Bailing Hooks
	1	Foam Eductor
	1	Adapter Set
	1	Qt of Wet Water
	2	Qt of SAE 30 oil
		<i>BOTTOM SHELF</i>
	1	25' x 5" Short Supply Line
	1	5" Stortz - 4" NHT Adaptor
	1	25' x 1 1/2" Attack Line with Nozzle
	1	Hebert Hose Clamp
		<i>MOUNTED ON DOOR</i>
	2	Hose Spanners
	1	Hydrant Wrench
	1	Friction Loss Card

Gen "B"

L3 (Pass Through)		<i>SLIDING TRAY</i>
	2	SCBA with Masks
	1	Spare SCBA Bottle
		<i>PASS THROUGH</i>
	1	Break Apart Litter
	1	8 lb Sledge
	1	Foam Nozzle
	1	3' Piercing Nozzle
	1	Closet Hook
	2	Straight Pry Bar
	1	Bolt Cutters
	1	Push Broom
	1	Squeegee
	1	Large Black Crow Bar with Hook
	1	Electric Fan
	1	Nail Bag
	1	Hammer
	1	100' Forest Service Hose
	1	1" fss - 1 1/2" NHT Adapter
L4		<i>TOP SHELF</i>
	6	Ladder Straps
	1	Hose Roller
	1	Utility Rope
		<i>BOTTOM SHELF</i>
	1	Hotel Pack with Nozzle and Reducer
L5		<i>TOP SHELF</i>
	2	2 1/2" Fog Nozzle with Playpipes
	2	7/8" Straight Bore Nozzles
		<i>BOTTOM SHELF</i>
	1	2 1/2" Cellar Nozzle
	1	4" Stortz - 2 1/2" NHT gated wye/Siamese
	1	2 1/2" - 1 1/2" NHT gated wye
	1	2 1/2" Ball Valve
	1	Hose Jacket
	1	Adapter Set

Rear Compartments	2	6' Pike Poles
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	2	8' Pike Poles
	2	12' Pike Poles
	1	Chain Saw With Fuel Can
	1	Plasma Cutting Torch with Rods
R5	1	K12 with Extra Blade
	1	Ladder Belt
R4		<i>TOP SHELF</i>
	2	Vinyl Salvage Covers 18' – 12'
		<i>BOTTOM SHELF</i>
	1	Canvas Salvage Cover 18' – 12'
	1	Vinyl Salvage Covers 18' – 12'
	1	Oxygen Bottle for Cutting Torch
R2	2	Circle D lights
	1	75' Cord Reel
	1	35' Cord
R1	1	5000 watt Generator
	1	Circuit Breaker
Mounted Equipment		
Cab		Run Books
		Service Books
		Ketchum On-sites
	1	SCBA with Mask
	1	Lite Box
	2	Portable Radios
	3	David Clark Head-sets
	3	Passport Helmet Shields
	1	Camera
Top of Cab	1	Telescoping Night Fighters
Jump Seat	2	SCBA with Mask
	1	Pick-head Axe
	1	Flat-head Axe
	2	David Clark Head-sets
	2	Passport Helmet Shields
	2	Lite Boxes

Turntable	1	3 Gallon Gas Can (Generator)
	1	Funnel
	1	300 cu ft Supplied Air Cylinder
	1	2 ½ Gallon Water Extinguisher
	1	20 lb AMB Dry Chem. Extinguisher
	2	Glue-lam leveling blocks
	12	Street Cones
Crosslays	2	150' 1 ¾ " Attack Lines with Nozzles
Ground Ladders		<i>LEFT SIDE</i>
	1	16' roof ladder
	1	(3 section) 35' Extension Ladder
		<i>RIGHT SIDE</i>
	1	14' Extension Ladder
	1	18' Roof Ladder
	1	(2 Section) 28' Extension Ladder
	1	Gasoline Powered Smoke Ejector
Hose Bed	1	Straw Broom
	1	Push Broom
	2	Spade Shovels
	2	Flat Shovels
	6	5 Gallon Cans of AFFF
	1	150' x 2 ½" Pre-connect Attack Line with Nozzle
	1	400' x 2 ½" Supply Line (Forward Lay)
	1	800' x 5" Supply
	1	Hydrant Bag
		1 Rubber Mallet
		1 Hydrant Wrench
		1 2 ½" Gate Valve
		2 Hose Spanners
		2 Stortz Spanners
		1 2 ½" female to 4 ½" male Steamer Adapter
		1 Propane Bottle/Torch Tip/Road Flare
Upper Fly Section	1	10' Folding Attic Ladder
	1	6' Pike Pole

Platform	2	Supplied Air Masks with 25' of Air Hose
	1	100' Lifeline with Throw Bag
	2	Ladder Belts
	1	50' x 1 3/4" Hose Line with Nozzle
	1	8' x 1 3/4" Hose Line
	2	Stacked Tip Nozzles (master stream)
	1	Pick-head Axe
	1	Flat-head Axe
	1	Lite Box
	2	Telescoping 500 watt Floodlights
	2	Master Fog Nozzles
	2	Hose Spanners
	1	75' Utility Rope

The Following Drain Valves must be opened to drain the pump and plumbing

Right Side 4 on the panel
 1 under the step

Left Side 5 on the panel

Rear of truck 1 on the panel
 2 on the platform

All the drain valves under the steps are labeled

Please remember to close all drain valves after pump and plumbing are drained

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the specific requirements for record-keeping, including the need to maintain original documents and to keep copies of all transactions. It also discusses the importance of regular audits and the need to report any discrepancies immediately.

3. The third part of the document discusses the consequences of failing to maintain accurate records, including the potential for fines and penalties. It also discusses the importance of training staff on proper record-keeping procedures and the need to establish a strong internal control system.

4. The fourth part of the document discusses the importance of maintaining accurate records of all transactions, including the need to maintain original documents and to keep copies of all transactions. It also discusses the importance of regular audits and the need to report any discrepancies immediately.

5. The fifth part of the document discusses the consequences of failing to maintain accurate records, including the potential for fines and penalties. It also discusses the importance of training staff on proper record-keeping procedures and the need to establish a strong internal control system.

6. The sixth part of the document discusses the importance of maintaining accurate records of all transactions, including the need to maintain original documents and to keep copies of all transactions. It also discusses the importance of regular audits and the need to report any discrepancies immediately.

7. The seventh part of the document discusses the importance of maintaining accurate records of all transactions, including the need to maintain original documents and to keep copies of all transactions. It also discusses the importance of regular audits and the need to report any discrepancies immediately.

8. The eighth part of the document discusses the consequences of failing to maintain accurate records, including the potential for fines and penalties. It also discusses the importance of training staff on proper record-keeping procedures and the need to establish a strong internal control system.

9. The ninth part of the document discusses the importance of maintaining accurate records of all transactions, including the need to maintain original documents and to keep copies of all transactions. It also discusses the importance of regular audits and the need to report any discrepancies immediately.

10. The tenth part of the document discusses the consequences of failing to maintain accurate records, including the potential for fines and penalties. It also discusses the importance of training staff on proper record-keeping procedures and the need to establish a strong internal control system.

ORIGINAL

MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT (hereinafter referred to as the "Agreement") is made and entered this 26 day of March, 1987, by and between the CITY OF SUN VALLEY, State of Idaho, a municipal corporation (hereinafter "Sun Valley") and the CITY OF KETCHUM, State of Idaho, a municipal corporation (hereinafter "Ketchum").

RECITALS

1. Ketchum and Sun Valley desire to purchase jointly and own for joint use throughout the foreseeable future a fire truck, together with the equipment installed thereon, referred to generally as the Sutphen Aerial Platform Model TF100+ (hereinafter the "Fire Truck"). The cities desire to purchase the Fire Truck from the Sutphen Corporation of Amlin, Ohio pursuant to a Purchase Agreement for Custom and Aerial Chassis dated February 17, 1987 (hereinafter the "Sutphen Agreement").

2. The cities have adopted, or are in the process of adopting, legally sufficient ordinances which are designed to manifest the agreement on the part of each of the cities to entered into the Sutphen Agreement for the purchase of the Fire Truck and to authorize the Mayors of the respective cities to execute the Sutphen Agreement on behalf of the cities.

3. The cities intend to own the Fire Truck jointly, with each city to own an undivided one-half (1/2) interest in the Fire Truck. The cities desire to memorialize the terms and conditions of their joint ownership and operation of the Fire Truck in this Agreement.

4. Each city shall pay one-half (1/2) of the total purchase price of the Fire Truck, Three Hundred Fifty-Five Thousand Nine Hundred Eighty-Nine Dollars (\$355,989), which includes some equipment for the Fire Truck, equipment which is itemized on the attached Exhibit 1. Each city is required to pay one-half (1/2) of the total down payment of Eighty-Five Thousand Dollars (\$85,000) and one-half (1/2) of the balance of the purchase price upon the completion of the construction of the Fire Truck and delivery of the Fire Truck to the cities in approximately one year from the date of the Sutphen Agreement. Each city has budgeted for the full amount of its share of the purchase price.

5. Each city intends to purchase jointly certain other items of equipment which will be installed on the Fire Truck. Those items of equipment are generally identified in

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the attached Exhibit 2. The anticipated total purchase price for the additional equipment is Twenty-Three Thousand Dollars (\$23,000).

NOW, THEREFORE, on the basis of the foregoing Recitals, and for valuable consideration, the parties agree as follows:

1. Joint Purchase and Ownership of Fire Truck.

The cities agree that they shall purchase the Fire Truck under the Sutphen Agreement as tenants in common and each of the cities shall own an undivided one-half (1/2) interest both in the Sutphen Agreement and in the Fire Truck upon its delivery. The parties agree that they shall cause the motor vehicle title to the Fire Truck to be issued by the State of Idaho and designate the cities, jointly, as the owner of the Fire Truck.

2. No Encumbrances or Transfers of the Fire Truck. The cities agree that neither shall, without the prior, written consent of the other city manifested by the duly adopted and enacted ordinance of the other city transfer, encumber, sell, or otherwise hypothecate the Fire Truck, or any interest therein so long as the Fire Truck is still owned by the cities jointly.

3. Purchase Price and Payment of Purchase Price. The purchase price of the Fire Truck is Three Hundred Fifty-Five Thousand Nine Hundred Eighty-Nine Dollars (\$355,989). Under the terms of the Sutphen Agreement a total down payment of Eighty-Five Thousand Dollars (\$85,000) is required to be made within thirty (30) days after the signing of the Sutphen Agreement. Each of the cities shall promptly remit to the Sutphen Corporation the sum of Forty-Two Thousand Five Hundred Dollars (\$42,500) in cash within thirty (30) days after the signing of the Sutphen Agreement. The balance of the purchase price shall be paid equally by the cities in cash within five (5) days after the delivery of the Fire Truck to the cities by the Sutphen Corporation. Each of the cities has approved in its respective budget for the present fiscal year the full amount of money required by that city to pay for its one-half (1/2) share of the full purchase price of the fire truck.

4. Location for the Housing of the Fire Truck. The cities intend that each city shall have the actual physical possession of the Fire Truck for one-half (1/2) of each calendar year. The fire truck shall be housed either at the main Ketchum Fire Department located at Ketchum City Hall, or at the Sun Valley Fire Department located at Sun Valley City Hall. The fire truck shall be in the possession of Ketchum during the first and third quarter of each odd numbered year and during the second and fourth quarter of

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It then goes on to describe the various methods used to collect and analyze data.

3. The next section details the results of the study, showing a clear correlation between the variables.

4. Finally, the document concludes with a summary of the findings and suggestions for further research.

5. The data shows that there is a significant difference in the two groups, which is statistically significant.

6. This suggests that the intervention had a positive effect on the outcome.

7. The results are consistent with previous studies, supporting the hypothesis.

8. The study was conducted over a period of six months, during which time all data was carefully recorded.

9. The sample size was large enough to ensure the reliability of the results.

10. The findings have important implications for the field, and will be discussed in more detail in the next section.

11. The data indicates that there is a strong relationship between the variables, which is supported by the statistical analysis.

12. The results show that the intervention was effective in reducing the risk of the outcome.

13. The study was well-designed and the results are highly reliable.

each even numbered year. The fire truck shall be in the possession of Sun Valley during the second and fourth quarter of each odd numbered year and during the first and third quarter of each even numbered year.

5. Maintenance of the Fire Truck.

A. Under the direction of the Fire Chief of the city which has possession of the Fire Truck such routine maintenance as may be provided for by the policy of that Fire Chief shall be conducted. The cities agree that each city shall have a policy for the regular maintenance and inventory of the Fire Truck and its equipment on no less than a weekly basis and the policy shall also provide that regular maintenance and inventory of equipment for the Fire Truck shall occur immediately after the Fire Truck has been taken from the fire station where it is being housed on a fire or emergency call for training uses or for any other uses. The cities agree that the Fire Chief of the fire department of the city that has possession of the Fire Truck shall maintain a complete record of the weekly and special maintenance and inventory done of the Fire Truck and its equipment and shall promptly provide a copy of the record of such maintenance and inventory to the Fire Chief of the other city, either by mailing a copy of the maintenance record to the fire department of the other city or by personal delivery thereof. If either city, through its Fire Chief, desires to provide maintenance on a daily basis, and the Fire Truck is then being housed at the fire station of the other city, then that Fire Chief desiring to carry out more frequent maintenance shall be entitled to do so on such reasonable schedules as may be arranged by both Fire Chiefs, and records of the maintenance shall be made as provided above; and any expenses associated with such maintenance which is done on a schedule more frequent than on a weekly basis shall be born in full by the city whose Fire Chief has requested such more frequent maintenance.

B. From time to time it may be necessary to do extensive preventive maintenance and repair work to the Fire Truck. Such preventive maintenance and repairs shall be performed according to, among other things, the schedule and specifications that may be provided by the Sutphen Corporation; and all maintenance and repair work shall be done under the direction of the Fire Chief of the fire department of the city then in possession of the Fire Truck. All maintenance and repair whether daily, weekly or otherwise, shall be done by qualified and competent personnel that have been certified in advance in writing by the Fire Chiefs of both cities.

C. Except as otherwise provided in paragraph 5(B), the expenses associated with the day to day maintenance, inspection and inventory of the Fire Truck and

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its equipment shall be borne by the city then in possession of the Fire Truck. The cost of preventative maintenance and repairs to the equipment shall be borne equally by the cities, but no such costs in excess of One Hundred Dollars (\$100) per repair or maintenance procedure in the aggregate shall be incurred by either city until the Fire Chiefs of both cities shall have given their prior written consent to the anticipated expenses to be incurred. As with regular maintenance and inventorying of the equipment of the Fire Truck, complete records shall be accurately kept identifying the preventative maintenance, other maintenance, and repairs done to the Fire Truck; and copies of the maintenance records shall be promptly mailed or delivered to the Fire Chief of the city then not in possession of the Fire Truck by the Fire Chief of the city then in possession of the Fire Truck.

D. The cities acknowledge and agree that it is in the best interests of the citizens of both cities that the Fire Truck be taken out of service only when absolutely necessary; and the Fire Chiefs of both cities shall confer and agree in advance before the Fire Truck is taken out of service for any reason.

6. Insurance. Each city shall carry comprehensive insurance of the Fire Truck to the extent of its ownership interest and each shall carry liability insurance coverage for damage to persons and property arising out of or in connection with the insuring city's use and operation of the Fire Truck. Each city shall hold harmless and defend the other city from any and all claims, damages, or causes of action arising out of or connected with that city's use or operation of said Fire Truck.

7. Availability of the Fire Truck for Fires and Other Emergencies. The cities acknowledge and agree that it is the intention of the cities that the Fire Truck shall always be available to be used in connection with fires and other emergencies within the city limits of both cities. To that end, the fire department personnel of each city shall have access to the Fire Truck and the right to enter and remove the Fire Truck at any time from the fire station of the other city to respond to a fire or other emergency. The city which has possession of the Fire Truck at the time of a fire or other emergency shall not have any obligation to respond to the fire or other emergency call if the location of the fire or other emergency is within the city limits of the other city.

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8. Availability of Fire Truck for Non-Emergency Uses. Upon the prior approval of the Fire Chiefs of each city, the Fire Truck will be available at reasonable times for training exercises and to assist in community service projects and charitable events.

9. Operation of the Fire Truck. The cities acknowledge and agree that the Fire Truck shall be used for emergency purposes within the city limits of the cities and shall not be used outside the city limits of the cities without the prior permission of the Fire Chiefs of both cities or their duly authorized deputy fire chiefs in the event that one or both of the city Fire Chiefs is unavailable. At all times when in operation, the Fire Truck shall be staffed with at least two (2) duly qualified fire fighters who have received special training in the operation of the aerial platform aspects of the Fire Truck. The Fire Chiefs of both cities shall certify in advance in writing those fire fighters who shall be qualified, from time to time, to operate the Fire Truck. All operations, safety procedures and precautions shall be observed by the personnel manning and operating the Fire Truck and the Fire Truck shall be operated in conformance with the suggested operations procedures that may be established by the Sutphen Corporation.

10. Damages Sustained to the Fire Truck as a Result of Malfeasance. The provisions of paragraph 5 of this Agreement requiring each of the cities to pay one-half (1/2) of all repair expenses and maintenance costs in excess of One Hundred Dollars (\$100) per procedure notwithstanding, the cities acknowledge and agree that in the event the Fire Truck is damaged as a result of the negligence, gross negligence or intentional acts of the personnel of one city, then that city shall be fully responsible for and promptly pay the costs associated with the repair of the Fire Truck proximately caused by that negligence, gross negligence or intentional act.

11. Markings on the Fire Truck. The cities agree that the Fire Truck shall be identified using the names of both cities. On one side of the Fire Truck the words "Sun Valley/Ketchum" shall be affixed. On the opposite side, the words "Ketchum/Sun Valley" shall be affixed.

12. Acquisition of Additional Equipment. The cities manifest their intent to purchase jointly in the future the additional equipment identified in general on Exhibit 2. Each city shall pay one-half of the reasonable cost of the additional equipment. The cities shall take such steps in the future as may be reasonably required to budget for the expenditure for the additional equipment and provide for appropriate ordinances authorizing the additional equipment.

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13. Initial Fitting and Training. The fire departments of each city shall participate in the fitting of equipment on the Fire Truck; and the fire departments of each city shall participate fully in the introductory training sessions to be provided by Sutphen.

14. Miscellaneous Provisions.

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

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

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

d. Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees. In addition, should it be necessary for either party to employ legal counsel to enforce any of the provisions of this Agreement, but no litigation is commenced, then the other party agrees to pay all reasonable attorneys fees and the costs reasonably incurred by the initiating party.

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

f. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

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g. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the date first above written.

CITY OF SUN VALLEY

By


Ruth M. Lieder, Mayor

CITY OF KETCHUM

By


Gerald Seiffert, Mayor

BC6/sf

FIRE PROTECTION RESOURCES AID AGREEMENT

THIS AGREEMENT made and executed this 21 day of July, 1988, by and among the municipalities signing this agreement, each herein called "Municipality" provides as follows:

1. Purpose. It is recognized that in certain situations the use of the local fire fighting force and their apparatus outside of the territorial limits of the municipality may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public. The purpose of this agreement is to immediately prepare and mobilize sufficient manpower and apparatus capable of establishing adequate fire flows at large structure fires, to rescue persons, and to control, confine and extinguish fires.

2. Authorization. Each municipality does hereby authorize and direct its fire chief or the officer commanding in his absence to render and request mutual aid to and from the other municipality to the extent of available personnel and equipment not required for adequate protection of the municipality rendering aid. Intergovernmental fire service and assistance may be provided between and among municipalities during those times of emergency as hereinafter provided:

a. Automatic Aid. Upon the simultaneous alerting of both fire departments of a reported structure fire within either city excluding one or two family dwellings, the municipality shall supply to the other:

(1) A minimum of 1,000 gallons of water per minute, fire pumper with four-person crew, but not more than five persons. All other personnel of the responding department shall attend to their respective stations and stand by to respond to all other emergencies until relieved by their officer.

(2) Aerial Tower. In the event of an automatic aid call when the aerial tower is being housed by the department giving automatic aid, the aerial tower shall respond to the automatic aid call with the appropriate crew.

b. Mutual Aid. In all other circumstances the fire chief or the officer commanding in his absence may, upon verification and size of the fire ground situation, request the other municipality for assistance and manpower needed to assist in rescue or control, confinement or extinguishment of a fire or other emergency. The responding fire chief or officer commanding in his absence shall provide:

1,000 gallon per minute pumper and a crew of four persons but not more than five persons. The decision to provide additional assistance or manpower as requested shall be left solely to the responding fire chief or officer commanding in his absence.

3. Boundaries. Each municipality shall be required to provide such assistance and services as set forth in this agreement only within the city limits of the other municipality.

4. Compensation. Each municipality shall be solely responsible for its own costs incurred in carrying out this Agreement.

5. Liability.

A. Neither municipality shall hold the other liable for any injury, death, or property damage incurred in any manner as a result of participating under this Agreement.

B. No municipality shall under any circumstances be held liable for any loss or damage by reason of its failure to effectively combat or handle any fire or other emergency in the territory of the other party.

C. All individuals shall retain their respective pension and disability rights while performing duties in accordance with this agreement.

6. Combined Training Drills. To ensure good communications and working skills in automatic and mutual aid emergencies, both departments shall participate in one combined drill each quarter of the calendar year. Each municipality shall be required to coordinate and execute two drills in alternative quarters of the calendar year.

7. Duration of Agreement. This agreement shall be in full effect and legally binding at such time as signed and certified by each municipality. The agreement shall remain in full force and effect until such time as either municipality, through its board or council, passes a resolution terminating this agreement.

8. No Response Required: Notwithstanding any other paragraph herein, no automatic or mutual aid response is required in the event the fire chief or such other officer commanding in his absence shall determine in this sole discretion that the fire protection resources would be depleted to a dangerous level because of a simultaneous or ongoing emergency, lack of manpower, equipment breakdown, or any other unforeseen contingency.

CITY OF KETCHUM

By Lawrence J. Young
LAWRENCE J. YOUNG
Mayor

CITY OF SUN VALLEY

By Ruth M. Lieder
RUTH LIEDER
Mayor



City of Ketchum

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

August 26, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Second 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 this matter on August 18, 2014, at which no members of the public chose to comment on the matter, and set the second reading on Ordinance No. 1120 for September 2, 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 conduct a second reading of the proposed text changes 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. The Council has the option of waiving the third reading, to continue the hearing to a date certain for a third reading or for further discussion or to deny the text amendments. Staff would recommend September 15th, 2014 for third reading.

Recommended Motion

“Pursuant to Idaho Code §67-65, I move to APPROVE the second reading of Ordinance No. 1120 and a continuation of this hearing for a third reading to September 15, 2014, of the proposed text changes, 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,

Rebecca F. Bundy
Senior Planner

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF SEPTEMBER 2, 2014**

REGARDING: Second 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 this matter on August 18, 2014, at which no members of the public chose to comment on the matter, and set the second reading on Ordinance No. 1120 for September 2, 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 ~~if~~ 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. 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 17.88.070B1, 17.88.070B2, "Residential Construction", 17.88.070B3, "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.

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

d-(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 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 ~~RF~~ 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.~~ Driveways shall comply with effective street standards; access for emergency vehicles has been adequately provided for.
- ~~13.~~ Landscaping or revegetation shall conceal cuts and fills required for driveways and other elements of the development.
- ~~14.~~ (Stream Alteration.) The proposal is shown to be a permanent solution and creates a stable situation.
- ~~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.
- ~~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.
- ~~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.

- ~~1718.~~ (Stream Alteration.) Fish habitat shall be maintained or improved as a result of the work proposed.
- ~~1819.~~ (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.
- ~~1920.~~ (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 3a~~~~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 The~~ by 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 14c~~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 14a(2) or 14b(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. Review ~~Of~~ 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.

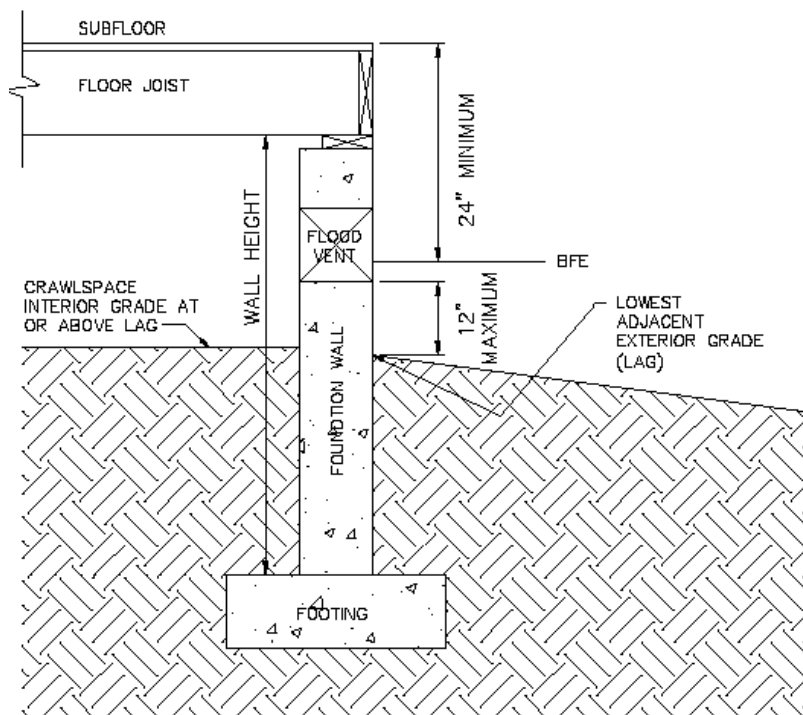


Figure 1: Preferred Crawlspace Construction

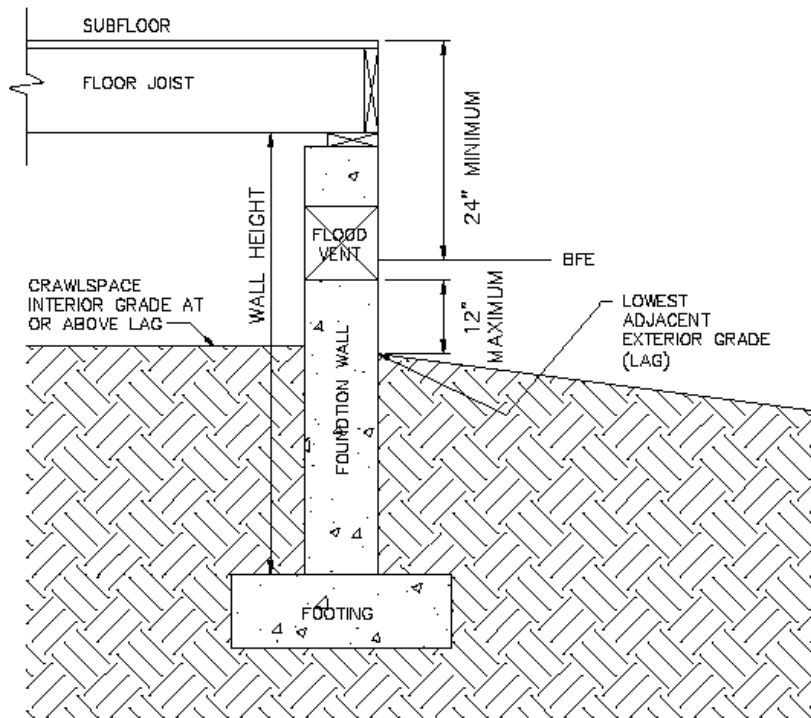


Figure 2: Below-grade Crawlspace Construction (Note: A below-grade crawlspace shall be subject to higher flood insurance rates through the NFIP.)

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;
- c(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;

- ~~e(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 2, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to Adopt Resolution No. 14-016
To set a Public Hearing and Publish Notice
To Amend the 2013-14 Fiscal Year Budget**

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

Resolution No. 14-016 is a resolution of the City Council providing for publication of Notice of Public Hearing in the Idaho Mountain Express on September 3rd and September 10th and for Public Hearing to be held at 5:30 p.m. on September 15, 2014, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Requirement/Impact

If approved by the Council on September 2, 2014, the budget amendment would appropriate additional monies in the sum of \$1,642,822. Notice of Public Hearing showing Proposed Revenues and Proposed Expenditures has been included in the packet with Resolution No. 14-016.

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 the Park's parking lot.

Park & Recreation Development Trust Fund –River Park donations to cover the 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 adopt Resolution No. 14-016.

Recommended Motion

"I move to approve Resolution No. 14-016, Providing for Publication of Notice of Public Hearing and for Public Hearing for an amendment to the 2013-14 Fiscal Year Budget".

Sincerely,

Sandra E. Cady, CMC
City Treasurer/Clerk

RESOLUTION NO. 14-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING FOR AN AMENDMENT TO THE 2013-14 FISCAL YEAR BUDGET.

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

SECTION 1. That public hearing thereon shall be held at 5:30 p.m., on September 15, 2014, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the fiscal year 2013-14 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho, on September 3, 2014 and September 10, 2014.

PASSED BY THE CITY COUNCIL this 2nd day of September 2014.

SIGNED BY THE MAYOR this 2nd day of September 2014.

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho will hold a Public Hearing for consideration of an amendment to the 2013-14 fiscal year budget by appropriating additional monies received by the City of Ketchum, Idaho, said hearing to be held at Ketchum City Hall, 480 East Avenue North at 5:30 p.m. on September 15, 2014.

	ACTUAL FY 11-12	ACTUAL FY 12-13	Adopted Budget FY 13-14	Increase over Original Appropriation
<u>EXPENDITURES</u>				
GENERAL FUND				
Transfer to Parks & Recreation Fund	795,744	795,744	810,744	58,400
PARK & RECREATION FUND				
Contingency	20,408	11,753	19,000	58,400
PARK CAPITAL IMPROVEMENT FUND				
Contingency	0	0	11,684	4,500
PARKS/REC DEVELOPMENT TRUST FUND				
River Park	58,697	117,000	0	88,260
LOT-ADDITIONAL 1% FUND				
Air Service Board	0	0	0	1,258,262
IDAHO POWER FRANCHISE FEE FUND				
Undergrounding Construction	0	461,476	100,000	50,000
DEVELOPMENT TRUST FUND				
Security Agreement Refunds	39,035	47,292	70,000	125,000
			<u>TOTAL APPROPRIATION</u>	<u>1,642,822</u>

	ACTUAL FY 11-12	ACTUAL FY 12-13	Adopted Budget FY 13-14	Increase over Original Appropriation
<u>REVENUES</u>				
GENERAL FUND				
Fund Balance	395,656	579,745	311,730	58,400
PARK & RECREATION FUND				
Transfer from General Fund	795,744	795,744	810,744	58,400
PARK CAPITAL IMPROVEMENT FUND				
Impact Fees	11,682	9,000	0	4,500
PARKS/REC DEVELOP TRUST FUND				
River Park	60,000	117,000	39,315	88,260
LOT-ADDITIONAL 1% FUND				
LOT-Additional 1% Option Tax	0	0	0	1,258,262
IDAHO POWER FRANCHISE FEE FUND				
Fund Balance	0	253,539	0	50,000
DEVELOPMENT TRUST FUND				
Security Agreements	41,404	63,893	70,000	125,000
			<u>TOTAL APPROPRIATION</u>	<u>1,642,822</u>

At said hearing any interested person may appear and show cause, if any he has, why such proposed appropriation ordinance amendment should or should not be adopted.

DATED this 2nd day of September 2014

Sandra E. Cady, CMC
City Treasurer/Clerk

Publish: Idaho Mountain Express
September 3, 2014
September 10, 2014



City of Ketchum

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

September 2, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to adopt Resolution 14-018 changing
from our current Nationwide plan
to the State of Idaho Nationwide Plan**

Introduction/History

Nationwide is our current 457 plan provider and has been for many years. Nationwide is also the provider for the State of Idaho plan with assets of \$360M. The State of Idaho is now allowing all public entities to adopt the State Plan. The State plan has oversight from the Board of Examiners. Secretary of State Ben Ysursa is the Chairman and there are representatives from the Attorney General, Controller and Governor's office.

Current Report

Currently the City is participating in a 457 plan administered by Nationwide for City plans at Standard Pricing. With the existing Nationwide plan, participants pay an additional 70 to 95 basis points depending on which funds they are invested in. Participants in the State plan do not pay any administrative fees due to the size of the plan.

Financial Requirement/Impact

No financial impact to the city. Participants in the plan would see a substantial savings.

Recommendation

Adopt the State Plan and allow participants the choice to either stay in the current plan or terminate the current plan or move assets to the State Plan.

Recommended Motion

"I move to approve Resolution 14-018 changing from our current Nationwide plan to the State of Idaho plan."

Sincerely,

Patricia Bennett
Deputy Treasurer/Clerk

RESOLUTION 14-018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO
ADOPTING THE STATE PLAN FOR DEFERRED COMPENSATION.**

WHEREAS, the State of Idaho has enacted Idaho Code Section 59-513 which permits the State of Idaho and any county, city or political subdivision of the state, working through its governing body, to contract with an employee to defer income to a 457 Deferred compensation plan, and

WHEREAS, the State of Idaho, by the State board of examiners has established and maintains the Deferred Compensation Plan (“Plan”) for participation by the state employees.
and

WHEREAS, the City of Ketchum, Idaho, (hereinafter referred to as the “Participating Employer”) desires to adopt the State Plan for participation by its employees:

WHEREAS, the Participating Employer has also determined that it wishes to encourage employee’s savings for retirement by offering salary reduction contributions:

WHEREAS, the Participating Employer has reviewed the Plan:

By adopting the Plan, the City of Ketchum, adopts investments and services selected by the State of Idaho Board of Examiners.

Therefore, the Participating Employer hereby resolves:

Section 1. The Employer shall abide by the terms of the Plan, including amendments to the Plan made by the State of Idaho Board of Examiners, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Internal Revenue Code and other applicable law.

Section 2. The Employer may terminate its participation in the Plan.

The Mayor has authority to execute on behalf of the City of Ketchum documents to implement the Plan for the City of Ketchum, and to take action to correctly maintain the Plan under this Resolution.

PASSED BY THE CITY COUNCIL this 2nd day of September 2014.

SIGNED BY THE MAYOR this 2nd day of September 2014

Nina Jonas
Mayor

ATTEST:

Sandra Cady, CMC
City Treasurer/Clerk

BEN YSURSA
SECRETARY OF STATE
CHAIRMAN
DEFERRED COMPENSATION COMMITTEE

BRIAN KANE
DEPUTY ATTORNEY GENERAL
MEMBER
DEFERRED COMPENSATION COMMITTEE



STATE OF IDAHO
DEFERRED COMPENSATION COMMITTEE

BRANDON WOOLF
MEMBER
DEFERRED COMPENSATION COMMITTEE

DAVID G. HIGH
GOVERNOR'S REPRESENTATIVE
MEMBER
DEFERRED COMPENSATION COMMITTEE

Sandy Cady
City of Ketchum
P.O.Box 2315
Ketchum, ID 83340

Re: State of Idaho 457 Plan

Dear Sandy:

The State of Idaho Deferred Compensation board now permits any local public employer to adopt the State's Deferred Compensation plan as approved, pursuant to 1977 Idaho Code Section 59-513. The Plan can be added as a side-by-side, or an exclusive Deferred Compensation Plan to any jurisdiction with an existing 457 plan(s). Copies of the sample adoption resolution are included within the binder.

Adopting the State of Idaho plan is easy. All that is required is the approved Adoption Resolution along with adoption board meeting minutes. There is no cost to the entity.

The Plan is one of the top voluntary, supplemental, pre-tax retirement plans in the country. The Plan was established pursuant to Idaho Code section 59-513 and is governed by the Plan Document. The Investment Policy Statement defines the objectives of the Plan and establishes policies and procedures in regards to the investment program. The State of Idaho deferred compensation board updates the plan document and the investment policy on an annual basis (copies attached). Other plan highlights are:

- Board of Examiners oversight of the Plan and investment options. The board utilizes Mercer Investment Consulting to review the plan.
- Nationwide Retirement Solutions (NRS) is the third-party administrator responsible for record-keeping, enrollment, education, marketing and customer service. NRS has a local, full-service office in Boise, as well as, representatives that service the Plan throughout the State.
- Toll-free customer service line and web-site specific to the Plan (www.idahodc.com)
- The plan is a non-annuity program with a 0.00% administration fee. Normal fund operating expenses only.
 1. no commissions

2. no transaction fees
 3. no-sales loads
 4. no administration fees
- Eight Lifecycle portfolios based on retirement dates, offer automatic diversification with professional management.
 - Five risk-based portfolios ranging in risk from aggressive to conservative and are rebalance on a quarterly basis.
 - Nineteen mutual fund investment options amongst six asset classes, which include familiar names like American Funds, Fidelity, American Century and JP Morgan.
 - Fixed account option with an enhanced rate for retirees. No exchange limitation from the fixed account.
 - One, three, and five year CD option for retirees seeking FDIC insurance.
 - A Self-Directed Brokerage Option provided by Charles Schwab & Co., Inc.
 - A loan provision and unforeseen emergency assistance.
 - Low and moderate income savers who invest part of their salary into the Plan may be eligible for a federal income tax credit.

If you are interested in learning more about the State of Idaho Deferred Compensation Plan or need further Information or have questions, please contact

John Lamm, Idaho Program Director at (208) 342-8657 x 3 for assistance.

Sincerely,



Ben Ysursa
Secretary of State, committee chairman



City Council

Regular Meeting

~ Minutes ~

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

Monday, August 18, 2014

5:30 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David (by phone)
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 5:33 p.m.

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

Councilwoman Anne Corrock followed up on RV Parking, requested permission to work with Susan Buxton on the issue. She also had concerns regarding the traffic circulation in town, and asked when the right hand turn only would be implemented on Fourth Street.

Mayor Nina Jonas said that she and Sun Valley Mayor Dwayne Briscoe would like to have a joint meeting regarding fire trucks, fire apparatus and fire personnel. The council preferred a joint meeting on September 3rd.

3. COMMUNICATIONS FROM THE PUBLIC.

a. Communications from the public. For items not on the agenda.

Phylis Shafran commented on speed limits in town, having council members on the telephone during the meeting and requested changes to the minutes.

Helen LeRette commented on traffic on 5th Street and left turns on Main Street to Sun Valley Road.

Lee Echinova commented on Smith Optics.

4. PUBLIC HEARINGS.

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.

Rebecca Bundy, Senior Planner presented the proposed floodplain code amendments to the Mayor and City Council. Rebecca explained the importance of the floodplain code and the reasons the amendments are being proposed.

Councilor Anne Corrock asked for clarification on the location of the reapplication of permit extension, and asked for clarification of what revisions were being made to the code.

Councilor Baird Gourlay asked how many properties would be affected by the amendment. Rebecca responded that about 300, most of which are already developed.

Mayor Nina Jonas opened the public hearing and there was no public comment.

Motion to: Approve the first reading of Ordinance Number 1120 and continuation of the hearing for a second reading to September 2, 2014, of the proposed text changes, 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.

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

5. AGREEMENTS AND CONTRACTS.

a. Agreement with Zions Bank Public Finance for Municipal Advisory Services – Sandra Cady, City Treasurer/Clerk.

Sandra Cady, City Treasurer/Clerk introduced Cameron Arial, and noted that refinancing the bonds would save the City a lot of money.

Cameron Arial, Vice President of Zions Bank Public Finance explained the process to refinance the bonds and the potential savings to the City.

Based on questions from the Council Cameron clarified the bonds would be at a fixed rate, and the rates would be set when the bonds are sold. The City can pull out prior to the sale. The bonds would be outstanding until 2025 and the bond bank will dictate the repayment terms. The \$15,000 service fee is Zions' standard minimum fee which would be charged once at closing.

Stephanie Bonney, City Attorney noted that the agreement is for ongoing advisory services not just for the 2004 and 2006 Wastewater Revenue Bonds.

Motion to: Authorize the Mayor to enter into an Agreement for Municipal Advisory Services with Zions Bank and for Zions Bank to work with the City Administrator and the City Attorney in refunding the 2004 and 2006 Wastewater Revenue Bonds.

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

6. ORDINANCES AND RESOLUTIONS.

a. Ordinance 1119 Adopting the FY2014-15 Budget (Second Reading) – Sandra Cady, City Treasurer/Clerk.

Sandy Cady, City Treasurer/Clerk presented the Ordinance to the council and clarified that this was for a second reading.

There were no comments from the public.

Motion to: Approve the second reading of 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:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

Motion to: Schedule a third reading and final reading of Ordinance 1119 for August 26, 2014 Baird motioned, Jim seconded.

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

7. COMMUNICATIONS FROM THE PRESS.

8. CONSENT CALENDAR

Motion to: Approve the consent calendar with changes to the August 4, 2014 minutes to add present council members and correct the comment made by Phylis Shafran.

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

- a. **Approval of minutes: August 4, 2014.**
- b. **Recommendation to approve current bills and payroll summary.**
- c. **Approval of the 2014-15 Liquor, Beer and Wine Licenses.**
- d. ***Findings of Fact , Conclusions of Law and Decision regarding:***
 - i. **101 First Avenue Townhomes Townhouse Subdivision – Preliminary Plat.**
 - ii. **171 East Avenue Townhomes – Preliminary Plat.**

9. ADJOURNMENT.

Councilor Baird Gourlay motioned to adjourn at 6:52 Councilor Anne Corrock 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			
LEGISLATIVE & EXECUTIVE			
01-4110-3200 OPERATING SUPPLIES			
SUN VALLEY NATURAL SPRING	27580	Water Cooler & Bottles for Meeting Room	6.25
SUN VALLEY NATURAL SPRING	27793	Water Cooler & Bottles for Meeting Room	42.22
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9730307639	ACCT. 365459737-00001	85.34
Total LEGISLATIVE & EXECUTIVE:			133.81
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	59645	Toner	48.99
COPY & PRINT, L.L.C.	60010	Office Supplies	9.44
INTEGRATED TECHNOLOGIES	2523	Copier Maintenance	15.13
INTEGRATED TECHNOLOGIES	2542	Copier Maintenance	79.96
SUN VALLEY NATURAL SPRING	27580	Water Cooler & Bottles for Meeting Room	6.25
SUN VALLEY NATURAL SPRING	27793	Water Cooler & Bottles for Meeting Room	42.22
AEP CONSULTING	1801-001	Computer Srvices	200.00
01-4150-4200 PROFESSIONAL SERVICES			
FRICK, SUZANNE	082614	Reimbursement of Moving Expenses	6,780.69
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	17.68
VERIZON WIRELESS, BELLEVUE	9730307639	ACCT. 365459737-00001	211.65
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
JEFF MINTZ WINDOW CLEANIN	4540	Window Cleaning at City Hall & Ore Wagon	600.00
Total ADMINISTRATIVE SERVICES:			8,012.01
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120195	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
HOROWITZ, LISA	2	Insurance Reimbursement	1,876.35
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	60010	Office Supplies	14.17
COPY & PRINT, L.L.C.	60043	Office Supplies	32.29
INTEGRATED TECHNOLOGIES	2523	Copier Maintenance	22.69
INTEGRATED TECHNOLOGIES	2542	Copier Maintenance	119.90
UNIFIED OFFICE SERVICES	187708	Office Supplies	14.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4170-4200 PROFESSIONAL SERVICES			
YASENAK, BARBARA	1024	Office Coverage	45.00
Total COMMUNITY PLANNING/DEVELOPMENT:			2,125.35
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
A.C. HOUSTON LUMBER CO.	14-412466	Ore Wagon Museum	47.36
COMMUNITY TRANSPORTATIO	04/29/14	Membership Renewal	250.00
F-STOP	838329	Poster Frames for Ore Wagon	241.79
SEAN TAJKOWSKI	07/24/14	Technical Planning, Consulting, Project Management	2,000.00
Total CONTINGENCY:			2,539.15
POLICE			
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200961	BCSO Law Enforcement Services	111,495.42
Total POLICE:			111,495.42
BUILDING			
01-4240-3200 OPERATING SUPPLIES			
COPY & PRINT, L.L.C.	60010	Office Supplies	7.08
INTEGRATED TECHNOLOGIES	2523	Copier Maintenance	11.34
INTEGRATED TECHNOLOGIES	2542	Copier Maintenance	59.94
Total BUILDING:			78.36
Total GENERAL FUND:			128,044.27
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-2900 AWARDS			
MASON'S TROPHIES & GIFTS	71477	Wagon Days Awards	173.10
02-4530-4200 PROFESSIONAL SERVICES			
HIGH COUNTRY PROPERTIES	082014	Lodging for Bobby Tanner	920.00
Total WAGON DAYS EXPENDITURES:			1,093.10
Total WAGON DAYS FUND:			1,093.10
STREET MAINTENANCE FUND			
STREET			
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-411932	Supplies	20.98
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9730307639	ACCT. 365459737-00001	77.74
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	786006	Supplies	23.79-

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
NAPA AUTO PARTS	786676	Supplies	23.88
RIVER RUN AUTO PARTS	6538-76159	Supplies	1.85
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400347003	ACCT. 241076800	34.59
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-412091	Supplies	29.00
JOHNNY B TRANSPORT	266664	Chip Seal	1,890.66
JOHNNY B TRANSPORT	267501	Chip Seal	71.03
ROAD WORK AHEAD CONST. SU	26717	Traffic Control	385.00
Total STREET:			2,510.94
Total STREET MAINTENANCE FUND:			2,510.94
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-383548	Supplies	17.68
A.C. HOUSTON LUMBER CO.	14-383554	Supplies	33.82
A.C. HOUSTON LUMBER CO.	14-395006	Supplies	26.01
ATKINSONS' MARKET	1841-07/14	ACCT. 1841	196.90
CHATEAU DRUG CENTER	1248061	Supplies	4.03
CHATEAU DRUG CENTER	1255305	Supplies	8.07
COPY & PRINT, L.L.C.	60010	Office Supplies	3.54
INTEGRATED TECHNOLOGIES	2523	Copier Maintenance	5.67
INTEGRATED TECHNOLOGIES	2542	Copier Maintenance	29.98
RIVER RUN AUTO PARTS	6538-75910	Supplies	3.61
10-4230-3500 MOTOR FUELS & LUBRICANTS			
CHEVRON AND TEXACO CARD	KU091-08/23	Acct. KU091	315.18
UNITED OIL	773145	ACCT. 37267	196.00
10-4230-4200 PROFESSIONAL SERVICES			
YASENAK, BARBARA	1024	Office Coverage	22.50
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
KETCHUM/SUN VALLEY VOLUN	82014	Training	2,231.25
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
A.C. HOUSTON LUMBER CO.	14-395200	Supplies	21.93
A.C. HOUSTON LUMBER CO.	14-399994	Supplies	11.60
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
RIVER RUN AUTO PARTS	6538-75761	Supplies	8.95
RIVER RUN AUTO PARTS	6538-75872	Supplies	204.23
RIVER RUN AUTO PARTS	6538-76149	Supplies	194.95
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	14-398790	Supplies	15.96
STURTEVANT'S	6-14092	Hockey Stick Tape	9.98
Total FIRE & RESCUE:			3,561.84

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE & RESCUE FUND:			3,561.84
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-395006	Supplies	26.02
ATKINSONS' MARKET	1841-07/14	ACCT. 1841	196.89
BOUNDTREE MEDICAL	81499603	Supplies	140.73
BOUNDTREE MEDICAL	81509310	Supplies	297.85
BOUNDTREE MEDICAL	81510500	Supplies	298.00
BOUNDTREE MEDICAL	81515769	Supplies	61.00
CHATEAU DRUG CENTER	1248061	Supplies	4.04
CHATEAU DRUG CENTER	1255305	Supplies	8.07
COPY & PRINT, L.L.C.	60010	Office Supplies	3.54
INTEGRATED TECHNOLOGIES	2523	Copier Maintenance	5.67
INTEGRATED TECHNOLOGIES	2542	Copier Maintenance	29.98
L.N. CURTIS & SONS	3150044-00	Supplies	288.78
RIVER RUN AUTO PARTS	6538-75910	Supplies	3.60
ST. LUKES	IN01975	Medical & Pharmacy Supplies	624.97
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	773145	ACCT. 37267	410.88
14-4260-4200 PROFESSIONAL SERVICES			
YASENAK, BARBARA	1024	Office Coverage	22.50
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
KETCHUM/SUN VALLEY VOLUN	82014	Training	2,231.25
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
A.C. HOUSTON LUMBER CO.	14-395200	Supplies	21.93
A.C. HOUSTON LUMBER CO.	14-399994	Supplies	11.60
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1252642	Supplies	2.08
RIVER RUN AUTO PARTS	6538-75979	Supplies	11.64
14-4260-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	14-398790	Supplies	15.96
Total AMBULANCE SERVICE:			4,716.98
Total AMBULANCE SERVICE FUND:			4,716.98
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	499139-001	Office & Cleaning Supplies	82.66
18-4510-3200 OPERATING SUPPLIES			
SYSCO	604780632	Supplies	580.85
18-4510-3210 SPECIAL EVENT SUPPLIES			
SUN VALLEY SKI CLUB	081914	Park Reservation Refund	50.00
CASSIE JONES	081914	Park Reservation Refund	50.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-3250 RECREATION SUPPLIES			
KEARNEY, JOHN	082014	Youth Program Supplies	120.45
18-4510-4200 PROFESSIONAL SERVICES			
BEST WESTERN BLACKFOOT IN	072914	Jim Flott - Community Forestry Consultants	339.96
HAWLEY GRAPHICS	8376	Brochure Printing	1,083.75
HAWLEY GRAPHICS	8387	Brochure Printing	2,021.00
INTEGRATED TECHNOLOGIES	2234	Copier Maintenance	60.43
18-4510-4210 PROFESSIONAL SERVICE-CITY TREES			
ARBOR CARE	31259	Tree Maintenance	250.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9730307639	ACCT. 365459737-00001	70.73
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-76308	Supplies	2.20
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-412974	Supplies	125.64
CHATEAU DRUG CENTER	1253972	Supplies	17.09
PIPECO, INC.	138196	Supplies	37.24
WEBB LANDSCAPING	25270	Supplies	5.99
WEBB LANDSCAPING	25283	Sod	19.96
Total PARKS AND RECREATION:			4,917.95
Total PARKS AND RECREATION FUND:			4,917.95
PARKS CAPITAL IMPROVEMENT FND			
PARKS CIP EXPENDITURES			
19-4510-7800 CONSTRUCTION			
VALLEY PAVING	13425	Asphalt	16,155.70
Total PARKS CIP EXPENDITURES:			16,155.70
Total PARKS CAPITAL IMPROVEMENT FND:			16,155.70
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	765	Monthly Payment	45,833.33
22-4910-6500 CDC FUNDING			
KETCHUM COMMUNITY DEVEL	47	Monthly Contract Payment	9,700.00
Total LOCAL OPTION SALES TAX :			55,533.33
Total LOCAL OPTION SALES TAX FUND:			55,533.33
WATER FUND			
WATER EXPENDITURES			
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2410036560	ACCT. 241076900	209.57

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	773149	ACCT. 37271	588.60
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BOARD OF WATER &	082214	Exam Fees for Kellen Chatterton	62.00
Total WATER EXPENDITURES:			860.17
Total WATER FUND:			860.17
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
H.D. FOWLER COMPANY	I3716665	Curb Box	167.18
Total WATER CIP EXPENDITURES:			167.18
Total WATER CAPITAL IMPROVEMENT FUND:			167.18
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2410036560	ACCT. 241076900	350.86
TREASURE VALLEY COFFEE IN	2160:03725102	COFFEE	140.89
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-410171	Supplies	13.69
PIPECO, INC.	137755	Supplies	13.62
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2410036560	ACCT. 241076900	102.40
CHATEAU DRUG CENTER	1254508	Supplies	4.74
CHATEAU DRUG CENTER	1254637	Supplies	6.64
CHATEAU DRUG CENTER	1255719	Supplies	3.32
RIVER RUN AUTO PARTS	6538-76139	Parts & Supplies	20.64
TREASURE VALLEY COFFEE IN	2160:03725102	COFFEE	73.41
Total WASTEWATER EXPENDITURES:			730.21
Total WASTEWATER FUND:			730.21
Grand Totals:			218,291.67

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449008022", "9910000000"- "9911810000"

Employee Number	Name	Total Gross Amount
5282	LANDIS, KAITLYN D	590.00
5284	BUCHWALTER, BRODY N	348.00
5286	MONTGOMERY, CLYDE D	290.00
5288	CUTLER, CLAYTON J	428.00
5290	GONZALES, ARNULFO IRVING	488.00
Grand Totals:		
	117	162,889.21

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
(SOFTWARE ASSURANCE)**

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

CITY of KETCHUM
480 E. Ave. N
PO Box 2315
Ketchum, ID 83340

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$1,566.00 monthly, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly billing rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated for a period of five (5) years.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Caselle, Inc.

Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.

(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of

this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

CASELLE, INC.

By: Alan S Hutchings

Name & Title: Alan S. Hutchings, President

Date: August 4, 2014

CITY of KETCHUM

By: _____

Name: _____

Title: _____

Date: _____

City of Ketchum, ID

July 11, 2014

(Valid for 90 days)

QUOTE FOR SOFTWARE ASSURANCE

Software Assurance allows for all future upgrades at no charge when the City maintains the agreement for five years. The quote below includes all applications currently licensed to the City, eight (8) Concurrent User Licenses, Payroll Timekeeping and Payroll Human Resources. In addition, the City will receive Caselle's new online Dashboard, available in the next software version.

Total Monthly Software Assurance	\$ 2,065
Pre-Release / Beta Site Discount	<499>
Net Monthly Software Assurance	<u>\$ 1,566</u>

If the City chooses to pay on an annual basis rather than monthly, an additional 5% discount will be applied. The total annual amount for the City of Ketchum would be \$17,852.

Planned Caselle Connect Features

General Features

- Console size
- Drill Down/Through capabilities in General Ledger Inquiries and Reports
- GIS integration
- Ability to enforce department restrictions in more of the modules
- Dashboard, online search capabilities, reporting & data entry (web portal)

Accounts Payable

- Approval Processes

Accounts Receivable

- GL Activity functionality in Accounts Receivable
- Improved Inquiry view

Business Licenses

- Improved Inquiry view
- Online business application/renewals

Cash Receipting

- Real-time online payment processing (Xpress)
- Improved General Ledger Update

Cemetery

- Online search/view of burial records
- Map integration for burial plots

Check on Demand

- Tighter interface with Check on Demand and the AR modules, allow for refunds to be pushed into module.

Community Development

- Browser based permit/project approval
- Browser based Inspection completion
- Browser based permit estimation/setup request
- Online permit/project payment & issuing (Xpress)

Document Management

- Ability to store and index forms (checks, purchase orders, etc) and reports directly into Document Management

General Ledger

- Improved Inquiry view
- Improved journal entry and budget entry routines
- Online budget submission

Maintenance Orders

- Recurring Maintenance Orders
- Materials Management Interface
- BlueReview Interface

Payroll/Human Resources

- Applicant portal
- Employee Self Service portal
- Updates to performance appraisals in HR
- Online time entry for employees
- Combined processing Checks/Leave/Benefits

Property Tax Collection

- Exemption Credit Enhancements
- Online Property lookup

Utility Management

- Updated Service Order routines
- Updated Electronic Reading Format editor
- Enhanced Service options
- Improved General Ledger Update
- Loan & Contract report/form
- Master Property interface
- BlueReview service order creation
- Additional/Improved data modification routines