



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL  
Monday, March 18, 2019, 4:00 PM  
480 East Avenue, North, Ketchum, Idaho

## Agenda

**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS**

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

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

- [1.](#) Approval of Minutes: Special Joint Meeting February 25, 2019
- [2.](#) Approval of Minutes: Regular Meeting March 4, 2019
3. Authorization and approval of the payroll register
- [4.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$995,314.96 as presented by the Treasurer.
- [5.](#) Monthly Financial State of the City - Director of Finance and Internal Services Grant Gager
- [6.](#) Recommendation to Approve Contract 20316 for Ketchum Springs Water Phase 2 - Water Superintendent, Pat Cooley
- [7.](#) Recommendation to approve road closure for June 15 Rotary Brewfest event - Assistant City Administrator Lisa Enourato
- [8.](#) Recommendation to approve Contract #20322 with Ballet Idaho for Ketchum Arts Commission August 3 dance performance - Assistant City Administrator Lisa Enourato
- [9.](#) Amended Warfield Exceedance Agreement #20321 amending #20311 & #20193 - Director of Planning & Building John Gaeddert

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

10. Presentation of Sustainability Goals and Initiatives - Ketchum Sustainability Advisory Committee
- [11.](#) ACTION: Recommendation to Adopt Resolution 19-007 to initiate sale of Lots 7 and 8 of Block 6 Ketchum Townsite ([6th](#) and Leadville) – Mayor Neil Bradshaw

12. Hemingway School Subdivision Plat Amendment and ROW Vacations (including portions of an alley in Block 31, an alley in Block 52, and portions of 9th and 10th Streets) – Application withdrawal

### **EXECUTIVE SESSION**

13. Discussion pursuant to 74-206 1(f)
14. Discussion pursuant to 74-206 1(c)
15. Discussion pursuant to 74-206 1(j)

### **ADJOURNMENT**

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

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

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

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

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

Please note that all people may speak at public hearings.

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

Public comments may also be sent via email to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)

Visit [www.ketchumidaho.org](http://www.ketchumidaho.org) and sign up for notifications on agendas, meeting packets, dates and more.

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Thank you for your participation.

We look forward to hearing from you



## City Council

### Special Meeting

~ Minutes ~

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February 25, 2019

4:30 PM

Limelight Hotel, Ketchum

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**Present Ketchum City Council:**

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

**Present Sun Valley City Council:**

**Mayor Peter Hendricks**  
**Council President Keith Saks**  
**Council Member Brad DuFur – present by phone**  
**Council Member Michelle Griffith**  
**Council Member Jane Conard**

**1. CALL TO ORDER: By Mayor Peter Hendricks**

Sun Valley Mayor Peter Hendricks called the meeting to order at 4:35 PM. He mentioned that the City of Sun Valley's Director of Public Safety Walt Femling will give a presentation and then public comments will be welcomed afterward.

Ketchum Mayor Neil Bradshaw welcomed everyone and advised that no decisions would be made this evening.

**2. ROLL CALL**

All present.

**3. PRESENTATION**

a. Presentation by Walt Femling, Director of Public Safety for the City of Sun Valley.

Femling explained the information that was included in the booklet that was handed out at the meeting. He also mentioned the committee reports that were included. He went over the study principles, in detail, and guidelines for the study, the proposed organizational charts for both the police and fire departments, sample schedules, the benefits to the citizens of the two cities, and the proposed organizational charts for both entities.

He then discussed the long-term efficiencies and improvements that could be realized. Those included shared replacement costs, shared construction and operation costs and shared personnel and equipment.

The cost of the combined emergency service expenditures was discussed next and then he introduced the budget committee, which included key staff members from both cities.

He then went on to discuss scheduling. The next steps are at the respective city council meetings where the elected officials will be voting on a contract for services that the cities' attorney, Matt Johnson, drafted.

Femling concluded his presentation and turned the meeting back to the Mayors.

Sun Valley City Council President Keith Saks mentioned that he would like this to happen and that it appears from the presentation that this would be a positive thing for both cities, but the devil is in the details.

Sun Valley Council Member Jane Conard asked some process questions and wondered who the parties to the contract would be. Also, she would request that the cities consider getting a legal ethics opinion since the attorney is the same for both parties.

Council Member Michelle Griffith asked a few questions regarding the costs to which Femling responded that the budget would be split 50/50.

Ketchum City Councilor Courtney Hamilton asked about what representation Ketchum would have to which Mayor Bradshaw mentioned that there would be an oversight committee that would involve both Mayors. She also asked how often this contract would be revisited to which Mayor Bradshaw mentioned that that is still a work in process.

Ketchum City Councilor Jim Slanetz mentioned that most of his questions have been answered and he thought it was a great presentation. He'd like to hear what the public has to say about it.

Ketchum City Council President Michael David asked about the operational challenges and working out of one facility to which Mayor Bradshaw said he believes there would be challenges, but also opportunities to make it cohesive. Femling stated that they have talked about that and is hard to build a team decentralized so they are in favor of having one building.

Jed Gray, Chairman of the Ketchum Rural Fire District Commission, spoke. He reiterated that they've had multiple meetings with the Mayors of both cities, the fire chiefs, etc. and they discussed the advantages for all three areas. The opportunity for an increased base of fire fighters is a big deal; to have people on call and to have people that are paid, full-time firefighters available to us will provide much better service to the public.

Tom McLean, member of the Ketchum Fire Department, commented that they appreciate the savings piece, but reminded the Councils that it's the employees that put the fires out and that make the tasks happen. He also asked about the benefits and how those would change.

Pam Morris, Idaho Mountain Express, asked a few questions and both Mayors reminded her that this was not a question and answer period.

Rachel Martin, 17-year volunteer for the Ketchum Fire Department, commented that she is concerned about Ketchum Fire's representation and believes there is nobody with long-term fire experience.

Greg Martin, Lieutenant on the Ketchum Fire Department, made a few comments. He is happy to hear this conversation taking place though he does not see the budget levels for the paid-on-call fire fighters.

Also, he'd like to make sure the staffing levels stay the same as presented today and that future administrations don't chip away at that.

Jim Bronson, Sun Valley resident, spoke. He has long felt that this makes a lot of sense; however, he is concerned that the public isn't informed. He encourages a more open dialogue.

Femling mentioned that the complete packet will be on the website tomorrow morning.

Sun Valley's City Council motioned to adjourn.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Keith Saks, Council President
<b>SECONDER:</b>	Jane Conard, Council Member
<b>AYES:</b>	Keith Saks, Brad DuFur, Michelle Griffith, Jane Conard

Ketchum City Council motioned to adjourn.

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

The meeting adjourned at 5:12 PM.

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Ketchum Mayor, Neil Bradshaw

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Sun Valley Mayor, Peter M. Hendricks

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Ketchum City Clerk, Robin Crotty

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Sun Valley City Clerk, Nancy Flannigan





# City Council

## Regular Meeting

~ Minutes ~

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

Robin Crotty  
208-726-3841

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Monday, March 4, 2019

4:00 PM

Ketchum City Hall

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

**Also Present:** Ketchum City Administrator Suzanne Frick  
Ketchum City Attorney Matt Johnson  
Director of Finance and Internal Services Grant Gager  
Director of Planning & Building John Gaeddert  
Associate Planner Abby Rivin  
Police Chief Dave Kassner

1. **CALL TO ORDER: By Mayor Neil Bradshaw**

2. **ROLL CALL**

3. **COMMUNICATIONS FROM MAYOR AND COUNCILORS**

Councilor Amanda Breen thanked the community for all the public comment she has received on tonight's agenda.

Council President Michael David encouraged more valuable input this evening and asked that all accusations be held back.

Mayor Neil Bradshaw talked about all the work the street crew has done. He advised the public that snow will be put back in Town Square for an upcoming event.

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

a. **Presentation by Hemingway STEAM School 6th and 7th grade students on future Cities Project**

Associate Planner Abby Rivin introduced Hemingway STEAM students. The students talked about the presentation they made on future cities and the awards they've won and gave details about the project.

Mayor Neil Bradshaw asked for comments from the public for matters not on the agenda. There were none.

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

a. **Approval of Minutes: Regular Meeting of February 19, 2019**

Councilor Jim Slanetz pulled 5a for clarification that he is in support of the bike path as it stands today.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jim Slanetz, Councilor
<b>SECONDER:</b>	Amanda Breen, Councilor
<b>AYES:</b>	David, Slanetz, Breen, Hamilton

- b. **Authorization and approval of the payroll register**
- c. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$169,981.65 as presented by the Treasurer.**
- d. **Recommendation to approve Contract 20312 with Sun Valley Events for 2019 Wagon Days Weekend – Assistant City Administrator Lisa Enourato**
- e. **Recommendation to approve Contract 20313 with Red's Meadow for 2019 Wagon Days Weekend – Assistant City Administrator Lisa Enourato**
- f. **Recommendation to approve Resolution # 19-006 Declaring certain assets as surplus**

**Motion to approve b,c,d,e,f**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael David, Council President
<b>SECONDER:</b>	Amanda Breen, Councilor
<b>AYES:</b>	David, Slanetz, Breen, Hamilton

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

- a. **ACTION: Hemingway School Subdivision Plat Amendment and ROW Vacations (including portions of an alley in Block 31, an alley in Block 52, and portions of 9th and 10th Streets) – Continued from February 19, 2019 Director of Planning and Building John Gaeddert**

Mayor Neil Bradshaw talked about the motion before them explaining that the findings will need to be reviewed by the City Attorney and then brought back to the council for final approval.

Attorney Jim Laski, representing the Parkwood Drive coalition wanted to be sure that the council had received his letter from last week, and the 2 emails that were sent today. Jim Laski talked about the City following the same rules as everybody else. He is requesting the School District become a partner and not just say they are a partner. He requests the city hold off on approval and questioned why if the bike path is not changing, the application continues to talk about the bike path?

Michael Haxby, 220 Parkway Dr., voiced support of Mr. Laski's comments and asked council to give careful consideration to this topic this evening.

Jeff Booth asked Mayor and Council for a community meeting and voiced his support of Jim Laski's comments as well.

Mickey Adler voiced her support of Jim Laski's comments and talked about the importance of following rules and legal process. She would like to sit down and talk about this issue to be sure all questions and concerns are addressed.

John Moran Jr., Parkway resident, said all open government is good government. He advised that he has not received any notices, he only knows what he read in the paper. He talked about all he heard in the past meeting and would like the council to adhere to the policy of open government.

Marilyn Moran on Parkway appreciates all the answers to her emails and talked about the confusion among the homeowners. She asked council to take another look at this and have meetings with the homeowners to get to the bottom of this.

Brian Fletcher, Finance Manager with the School District, talked about the school administration meeting next week and offered to add an action item to their agenda if it would be helpful to move this forward. They're happy to follow whatever timeframe the council needs. They are in support of the bike path and the sheep.

Michelle Bruner 233 Parkway Dr. supports her neighbors and Jim Laski's comments.

No further public comments.

Mayor Neil Bradshaw asked Attorney Matt Johnson to clarify the process to be sure the City is following the law. Matt Johnson explained that the findings of fact will not be preapproved tonight. After his review of the final findings, they will come back to council on the 18<sup>th</sup> for a vote. Mayor Neil Bradshaw asked Attorney Jim Laski if he agreed with the course of action. Jim Laski stated that the Parkway neighbors would need the school district to be a partner prior to moving forward. Matt Johnson advised that this will be in the findings that will be before council in two weeks. Mayor Neil Bradshaw clarified there is no change to the bike path on the west side of the school. Mayor Bradshaw asked Attorney Jim Laski what the council needs to do to be able to allow the school to expand. Jim Laski talked about the public comment and the need for a traffic study. Matt Johnson explained Idaho Code and advised that the school district attorney would need to weigh in. Matt Johnson explained again that all questions will be addressed and clarified in the Findings of Fact.

Councilor Amanda Breen questioned why the bike path is mentioned in the staff report? She has no interest in moving the bike path, the school district does not want to move the bike path and there is no MOU with the Sheep. Councilor Jim Slanetz agrees with Councilor Breen. Attorney Jim Laski voiced concern regarding the fact that it is in the staff report. Council President Michael David agrees that this has nothing to do with the bike path. He would like to get this cleaned up and move on. Attorney Jim Laski said it is dishonest to say that this application is for the city and the school district when the school district has not signed on. Attorney Jim Laski asked that a neighborhood meeting be held. Mayor Neil Bradshaw agreed.

**Motion to table until the next meeting and continue public comment.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael David, Council President
<b>SECONDER:</b>	Jim Slanetz, Councilor
<b>AYES:</b>	David, Slanetz, Breen, Hamilton

**b. ACTION: Recommendation to approve Contract 20319 for Public Safety Services with the City of Sun Valley – Mayor Neil Bradshaw**

Mayor Neil Bradshaw thanked everybody for their input. He is in support of this proposal and said it is up to the council on how to move forward to make the best decision. He talked about service levels and said we may be two cities but one community. Mayor Bradshaw would like to put community safety first and do it fiscally responsibly. He made it clear that the City of Ketchum Fire Department would be dissolved. The service will be provided under the City of Sun Valley. He talked about the union and paid on call members and clarified that they want to retain the volunteers. Mayor Bradshaw talked about comments he has received and addressed the question of “why the rush”. He talked about the professionals in both cities and about the current level of service with the County. He went on to talk about the Kragness report saying things in the fire department are not running smoothly and things have been wrong in the fire department for many years. This opportunity brings us all together. Mayor Bradshaw talked about losing the ambulance contract and having to run Ketchum on a skeleton crew. He talked about maintaining the ISO rating and touched on jobs and the fact that he cannot guarantee jobs and that the Public Services Director will need to be able to make those decisions. Mayor Neil Bradshaw opened the meeting for public comment.

Lara McLean, Ketchum Firefighter, praised Mayors and staff for foresight saying they are in full support; however, this is not a consolidation it is a handoff. She talked about the relationship with Ketchum Rural and Ketchum City Fire and it being soured. She would like a JPA or a Fire District developed. She talked about the Union being willing to work with the City and about Idaho Code and a Joint Powers Agreement.

Pam Morris, publisher of Idaho Mountain Express, talked about the response to her public records request advising her of a 10-day extension. She asked if the Council should vote on something, they cannot provide documents for until two weeks after the decision.

Jerry Seifert, previous Mayor 1975-1988, talked about when law enforcement was put in place in Ketchum and about the contract before them. He questioned what is trying to be accomplished? He talked about the definition of consolidation. Jerry Siefert voiced his opposition to dissolving a relationship that has worked so well with the County. He said that Ketchum has a very high ISO rating and sees no reason to dissolve the police services with the county or to dissolve the Ketchum Fire Department.

Chris Harrison, Patrol Deputy, said no job should define what a man can and cannot say. He said this is not a consolidation, this is a hostile takeover, this is not fair and not right.

Rachel Martin, Volunteer, Paid on Call for Ketchum, referenced not hearing a presentation prior to public comment. She agrees with all the public comments she has heard regarding consolidation and this not being a consolidation. Rachel Martin talked about the contract in the packet referring to all the employees having to apply to Sun Valley with reduced benefits and questioned what will Ketchum do if they don't apply? She talked about the current pay scale and how it should be structured as well as the services available in each city and the level of care and response times.

Colleen Quindlan, Fire Fighter, EMT at Station #2 with the Rural District, paid on call member advised that there is a lot of passion behind this issue but also a lot of distrust. This was presented as a consolidation; however, it is not. She talked about just learning that Ketchum Fire would dissolve last Monday. She suggested exploring a fire district and voiced concern about how full-time staff will be treated and talked about budget numbers. She brought up the talk of a combined station and the many problems before them.

Will Freuhling, Chief Deputy for the Blaine County Sheriff's Department talked about a letter that was submitted today. He said the men and women in this room wearing the uniform are here because they care about Ketchum. He asked the council to vote no. They want to work for the City of Ketchum and Blaine County, not the City of Sun Valley.

Beth Ward, business owner in Ketchum, thanked everybody for their service in the community. As a business owner she is in support of consolidation but not in support of going with Sun Valley. It makes sense to build a joint district, but she does not think it's a good idea for a contract. She requested the people doing fire and police be involved in the decision.

Jed Gray, a 70-year resident of the Valley and Chairman of the Ketchum Rural Fire Department, spoke in support of consolidation saying this is the mechanism that will work. It's not our job to figure out how the consolidation will work, that's the council's decision. Rural Fire will decide how to be involved later.

Tom Bowman, City of Ketchum resident, talked about his previous experience and his support of consolidation however, he is unsure if this contract for services is the way to go. He talked about his support of Walt Femling, however, voiced concerns about Walt Femling retiring and new councilors being elected and what would happen then. He suggests a firm foundation to build the consolidation of emergency services on.

Len Harlig advised that he lives in Blaine County and is a tax payer for Rural Fire and Ambulance District. He talked about his experience and is grateful for the consolidation efforts, however, there are a lot of questions that have not yet been answered. He suggested more help and cooperation for the people who are being affected. He supports Tom Bowman's comments. This is the most important issue in the North Valley in the last 45 years and suggested more time before deciding.

Mickey Garcia, Ketchum Resident, supports the integration but has concerns. He talked about the Union thinking they're not being treated fairly and about the agreement with Blaine County. He suggested to rearrange the blocks to see how they look.

Dr. Terry O'Connor, representing St. Luke's Wood River Hospital as an Emergency Room Physician, the Ambulance District as the County Medical Director and State of Idaho as a Governor appointed Commissioner on the Bureau of Medical Services. He commends this group for their efforts but does not agree with the process that has been proposed for absorption of Ketchum Services. He does not think it will improve the level of service in Sun Valley or Ketchum. He addressed response time. There is excellent room for growth. Dr. O'Conner talked about a JPA and how that can go forward and thinks it warrants some consideration. He offered to be involved as a representative for the Ambulance District and the County.

Angenie McCleary, Blaine County Commissioner and serves on the Ambulance District Board, talked about the process and public input and advised that the employees need to be involved in the process. She said the Sheriff's office has offered excellent service and talked about the Ambulance side and the County's involvement. She questioned how the ambulance contract will be handled and suggested Dr. Jerry O'Connor be involved.

Tom McLean talked about the service in the community and suggested using all the experience in the room to be able to move forward. He would like more involvement from all. He agrees this reset has the opportunity to be successful but not at the expense of his brothers and sisters. He said there has already been a reset and he does not want to see that happen again. He would like their involvement in the process.

Miles Canfield, 178 Bordeaux St., asked why we have a City of Ketchum and responded by saying it is for the life and safety of citizens. He raised the question of Ketchum voters having a say in emergency services if the services are moved to Sun Valley. He also questioned what is wrong with the contract with the Blaine County Sheriff. Miles Canfield said that questions have not been answered clearly. He requested that the process be reviewed or turned down tonight.

Phillip Rummel, Blaine County Sheriff's Office, talked about council wanting the best people in charge of public safety and stated they already have the best this valley has to offer. He talked about the experience of the Ketchum officers and putting them with less experienced people.

Jim Plummison advised that he has lived in this community for 30 + years and has have gone thru a lot and has seen many Mayors and Councils come and go. The consolidation that were talking about has a lot of ragged ends and there is unrest among the employees. He said the council is out of line and if they go forward, they would be writing their own political demise. He suggests putting off the signing of the contract and get serious and talk with the employees. He agreed with Miles Canfield's comments and advised that we can do this correctly and not in a big hurry.

Kerry Taylor, Blaine County Sherriff's department, agrees with Mr. Canfield and talked about response time, stability and retention of officers. She talked about all that Chief Harkins has given them for encouragement and retention. She does not see room for improvement.

Seth Martin, 19-year veteran of Ketchum Fire Department as well as a paramedic, advised he is here tonight as a Fire Commissioner for the Wood River Fire Protection District and a member of the Joint

Powers Board between the Wood River Fire Protection Board and the City of Hailey. He talked about the JPA with the City of Sandpoint and the Sagle Fire District in Northern Idaho. He talked about the creation of the JPA and referenced Idaho Code. Seth Martin read aloud Wikipedia's definition of an expert and referenced the people who have been working on the contract as not being experts and advised that nobody in the room except the doctor fits the definition.

Josh Richet, 10-year deputy, said it has been unanimous tonight, thru public comment, that the room does not consider this a consolidation. He talked about graveyard coverage and the proposed coverage. He said if the council votes yes today, they are not voting on consolidation. Josh Richet asked the crowd to stand if they are not in support of today's proposal.

Jed Gray, citizen, said in the previous meeting he thought a new district would be formed and consolidation strengthens every dept. He does not think you should advocate to get a job done.

Dave Kassner, Ketchum Division of the BCSD and has worked for the City of Ketchum for 32 years, said he is not comfortable talking on this topic and went onto say that currently the City of Ketchum is getting the best law enforcement they've ever had. It is a very young and vibrant crew, and a great staff. Dave Kassner suggested, for the City of Ketchum's sake, they maintain the contract with Blaine County.

David Hurd of Ketchum appreciates all services offered and talked about all topics before the council and the urged them to vote no action. He talked about the public process and presenting everything before voting.

Public comment closed at 5:55 p.m.

Mayor Neil Bradshaw asked for legal clarification. City Attorney Matt Johnson clarified Mr. Martin's comments and explained the JPA and the Blaine County contract for services. Mayor Neil Bradshaw expressed his appreciation that there is not opposition to consolidation but the public in the room is not in favor of how we are moving forward. Mayor Bradshaw explained that his role is to move things forward, listen and react. He asked council for comments and questions.

Councilor Jim Slanetz agrees with most of what people said tonight. He did not envision consolidation as it has been presented. He talked about the support he has heard of reducing the redundancies and advised that he thinks he is in support of a JPA and would like to look further into that. He would like to work with both departments and work thru the legality issues. Jim Slanetz advised that Miles Canfield had a good point and has concerns about the voters not having a say. He would like the backing of the public on this before moving forward. The contract with Blaine County versus Sun Valley was discussed. Jim Slanetz voiced concern over dissolving the fire department and saying the police dept has a different structure.

Councilor Courtney Hamilton said there have been conflicts in the past with the Sheriff's contract and the problem with fire is all the apparatus involved. She talked about worst case scenario and said that it's important that the structure be looked at. Courtney Hamilton advised that she was shocked at last Mondays' presentation, she thought it was going to be an individual entity. She talked about support of

a JPA. She referenced speaking with Mr. Kragness and said she would love to see consolidation but not as it is written. Courtney Hamilton said more people and entities should be in support before moving forward. She also stated that it is hard for her to say this is a great idea when in fact this is not the case.

Mayor Neil Bradshaw suggested calling this unified rather than consolidation. He talked about the cost of doing nothing and that being his biggest concern. Mayor Bradshaw advised that we have already heard from Ketchum Rural and they are considering contracting with Sun Valley and raised questions on the Ambulance Contract. We could go from an ISO rating of 3 to a rating of 8 if we lose Ketchum Rural. This would affect everybody's pocketbook.

Councilor Amanda Breen talked about her support of all the hard work that has been done. She thinks maybe we should have had an intermediate meeting to see if that is the direction to go because this is not the right way to go. She agrees with the public and if we would have had a better process, we maybe could have been able to come to a better solution tonight, but this is not it. Mayor Neil Bradshaw said it is clear we are not moving forward with a motion tonight however, he wants to be sure we keep moving. He does not want us to go down a path of doing nothing because that will make it worse. What we currently are doing is unsustainable. There are big financial impacts.

Council President Michael David echoes and agrees with fellow councilors. He said there is a lot of work to do moving forward. We need to come up with a plan to do consolidation and to come at this as a team. He agrees we have a good working relationship with Blaine County and agrees that Walt Femling has the experience and ability to get this done but questioned what will happen when he retires. He would like to start repairing the areas that need to be repaired and would like to put a plan together for consolidation of fire and look at the contract for services for the Police.

Councilor Courtney Hamilton reiterated that council has done nothing for far too long. She is in support of making a stronger fire department. She would like the Ketchum Rural relationship to grow and possibly we should create a stronger joint entity that would be better for all of us. She is in support of looking at a Fire District as well that would be merged with Ketchum Rural and Sun Valley and we would eventually have North and South County Fire Districts.

Mayor Neil Bradshaw asked for thoughts on just integrating the police side with Sun Valley and asked if council would be in support. Councilor Amanda Breen opposed this. She said we have a working contract with Blaine County with excellent staff and administration. Putting that under the City of Sun Valley makes no sense at all because we have the depth and the breadth of the Sheriff's office that they just don't have. If there is another way to have some sort of Joint Agreement, possibly in conjunction with the sheriff contract then she would consider it. The current Sheriff's contract was discussed. Councilor Jim Slanetz said Fire and Police are two separate issues. Linking them together is difficult. We currently have a contract with Blaine County, and it may not be the best and we may want to look at Sun Valley but there is not a rush. Councilor Courtney Hamilton agrees with the other councilors. Jumping from one contract to another on the police side does not make much sense. Mayor Bradshaw would like a better place for our firefighters to work out of. He said we will have to explore another route for this consolidation. He is encouraged by what he has heard tonight and the process and would like to work towards something that will work for everybody. Amanda Breen said we really need to find out how Sun

Valley feels and how they want to move forward. Mayor Neil Bradshaw advised that his thought was to unify, however, clearly the personnel related issues become front and center.

Mayor Neil Bradshaw asked how to move forward. Councilor Courtney Hamilton said she would like to see more people involved. Councilors Breen and Slanetz said things need to be changed substantially before moving forward. Courtney Hamilton questioned how a new fire station works into all this. Mayor Bradshaw advised we need to have some visibility on our next step before talking about a new fire station.

Mayor Neil Bradshaw attempted to table this conversation.

**Motion to approve Contract for services with the City of Sun Valley.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael David, Council President
<b>SECONDER:</b>	Amanda Breen, Councilor
<b>NYES:</b>	David, Slanetz, Breen, Hamilton

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

- a. **ACTION: Recommendation to approve Agreement 20320 terminating Purchase and Sale Agreement 20307 with Valkyrie LLC and Barsotti Investment Company LLC to sell and exchange real property at Lots 7 and 8 Block 6, Ketchum Township (6th and Leadville) and 290-298 Northwood Way---Mayor Neil Bradshaw**

Attorney Matt Johnson explained what signing this contract means. The legal challenge is moot. Matt Johnson advised that he has a few concerns regarding a future lawsuit because of the article in the paper.

**Motion to authorize the Mayor to sign Agreement 20320.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Amanda Breen, Councilor
<b>SECONDER:</b>	Courtney Hamilton, Councilor
<b>AYES:</b>	David, Slanetz, Breen, Hamilton

Councilor Courtney Hamilton said this is very disheartening. She said it is hard to have such push for housing and to have certain individuals shut it down. The only action to counteract that is to build a stronger community. Build bridges instead of burning them. To spend the tax payers' dollars on frivolous lawsuits because it benefits them is unfortunate. She believes in the strength of the community, but she does not see that when it comes to community housing. Council President Michael David said every single time a housing project comes forward it has been met with lawyers. He reiterated that claim has no merit and were not giving up. Mayor Neil Bradshaw said process is key and communication is key. Councilor Jim Slanetz does not want to give up on the lot.

**8. EXECUTIVE SESSION**

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

**Motion to go into Executive Session pursuant to Idaho Code 74-206 1 (f) (c) at 6:40 p.m.**

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

**Motion to come out of Executive Session at 6:55pm**

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

**9. ADJOURNMENT**

**Motion to adjourn at 6:56 pm.**

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

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Neil Bradshaw, Mayor

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Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"  
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
BENNETT, PATRICIA	030519	Refund Contributions NBS FSA 2018	77.82
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	FSA	1,455.83
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	FSA	135.22
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	FSAROLL	742.83
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	DCA	384.60
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
MITMA, ALEJANDRO	030519	Taxi Business License Reimbursement	290.00
Total :			3,086.30
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	22.95
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	300.00
<b>01-4110-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
US BANK	3077 022519	3077 - Neil Business Cards	106.02
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
US BANK	4322 022519	4322 - Meals	112.36
US BANK	4322 022519	4322 - Hotel	117.52
Total LEGISLATIVE & EXECUTIVE:			658.85
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA	1,286.76
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	64.75
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	95024	Supplies	159.14
COPY & PRINT, L.L.C.	96656	Pencils	6.99
GEM STATE PAPER & SUPPLY	1302855-00	Paper Supplies	390.15
GEM STATE PAPER & SUPPLY	1305474-00	Paper Supplies	36.06
PITNEY BOWES - RESERVE ACC	3308287007	Lease Act. 0017455186	377.16
SUN VALLEY NATURAL SPRING	00028690	Spring Water	59.49
US BANK	3077 022519	3077 - Mouse	10.59
US BANK	3077 022519	3077 - Lisa Business Cards	64.37
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	93717	April 2019 Support	2,204.00
SHRED-IT USA	8126669427	On site shredding	143.58
BROWN, LINDA DIANE	1903	Delivery for March	95.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTEGRA INFORMATION TECH I	22814	Scanning Services	4,496.72
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	10002196 0228	12593876	642.40
EXPRESS PUBLISHING, INC.	10002196 0228	12593701	68.44
EXPRESS PUBLISHING, INC.	10002196 0228	12594166	94.88
EXPRESS PUBLISHING, INC.	10002196 0228	12593701	68.44
EXPRESS PUBLISHING, INC.	10002196 0228	12594201	90.93
EXPRESS PUBLISHING, INC.	10002196 0228	12594477	151.11
EXPRESS PUBLISHING, INC.	10002196 0228	12594478	23.92
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
COLORADO ASSOCIATION OF S	1238	CAST Annual Membershiip Dues 2019	630.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
US BANK	6806 022519	6806 - 8x8	691.77
COX WIRELESS	047131901 022	047131901 022419	89.00
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	15839	Computer maintenance & support	6,199.20
KETCHUM COMPUTERS, INC.	15840	BCSO - Monthly maintenance	1,140.75
KETCHUM COMPUTERS, INC.	15858	URA Computer Support	168.75
US BANK	6806 022519	6806 - Microsoft	27.88
US BANK	6806 022519	6806 - Microsoft	99.00
US BANK	6806 022519	6806 - IDRIVE	799.50
US BANK	6806 022519	6806 - Wireless Contact Point	367.98
US BANK	6806 022519	6806 - Microsoft	46.85
<b>01-4150-5150 COMMUNICATIONS</b>			
EXPRESS PUBLISHING, INC.	10002196 0228	12593896	439.20
EXPRESS PUBLISHING, INC.	10002196 0228	12593896	371.16
US BANK	3077 022519	3077 - Mailchimp Marketing	75.00
US BANK	3077 022519	3077 - Constant Contact Communications	9.50
US BANK	3077 022519	3077 - Shutterstock Communications	30.74
GRANICUS	109869	March 2019 Civic Streaming	523.69
<b>01-4150-5200 UTILITIES</b>			
CITY OF KETCHUM	030819	9994 - January and February Water Bills	420.20
CITY OF KETCHUM	030819	360 - January and February Water Bills	92.96
CITY OF KETCHUM	030819	772 - January and February Water Bills	111.16
CITY OF KETCHUM	030819	9997 - January and February Water Bills	606.52
CLEAR CREEK DISPOSAL	0001206833	960 022519	35.50
CLEAR CREEK DISPOSAL	0001208067	951449 022519	60.00
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	1,065.04
INTERMOUNTAIN GAS	44919030005 0	44919030005 022519	39.00
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
CHATEAU DRUG CENTER	2038822	Batteries	5.69
US BANK	6806 022519	6806 - Electric Motor Works	200.00
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
S & C ASSOCIATES LLC	1289 - 1299	1299	210.00
S & C ASSOCIATES LLC	1289 - 1299	1294	2,047.50
S & C ASSOCIATES LLC	1289 - 1299	1290	210.00
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
US BANK	6806 022519	6806 - Scanner	799.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			28,147.42
<b>LEGAL</b>			
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120248	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	19.60
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	203.49
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
S & C ASSOCIATES LLC	1289 - 1299	1298	945.00
S & C ASSOCIATES LLC	1289 - 1299	1293	682.50
S & C ASSOCIATES LLC	1289 - 1299	1295	105.00
S & C ASSOCIATES LLC	1289 - 1299	1297	105.00
S & C ASSOCIATES LLC	1289 - 1299	1291	157.50
KVH STRATEGIES	29	SOAR Interviews	687.50
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>			
DIVISION OF BUILDING SAFETY	030119	Feb 2019 Building Permit Fees	13,884.40
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	10002196 0228	12594165	42.32
Total PLANNING & BUILDING:			16,832.31
<b>NON-DEPARMENTAL</b>			
<b>01-4193-4500 1ST/WASHINGTON RENT</b>			
URBAN RENEWAL AGENCY	3050	Parking Lot Rent	4,000.00
<b>01-4193-6601 MASTER TRANSPORTATION PLAN</b>			
S & C ASSOCIATES LLC	1289 - 1299	1289	52.50
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
CITY OF SUN VALLEY	2019-1	Emergency Services Salary and Benefits	30,620.54
CITY OF SUN VALLEY	2019-2	Emergency Services Gas	232.55
CITY OF SUN VALLEY	2019-3	Emergency Services Verizon	113.86
Total NON-DEPARMENTAL:			35,019.45
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA	687.52
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	29.15
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	44.00
<b>01-4194-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
US BANK	2022 022519	2022 - Corkboard	21.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4194-3200 OPERATING SUPPLIES</b>			
GEM STATE PAPER & SUPPLY	1303798-00	Paper Supplies	188.00
US BANK	2022 022519	2022 - K cups / Batteries / Toe Warmers	146.05
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	905555	38950 022819	602.30
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
BIG WOOD LANDSCAPE, INC.	17904	City of Ketchum Handicap Snow Removal	1,193.00
BIG WOOD LANDSCAPE, INC.	17905	Ketchum Police Snow Removal	520.00
BIG WOOD LANDSCAPE, INC.	17907	4th Street Pushing into Street	3,245.00
BIG WOOD LANDSCAPE, INC.	17908	2nd Street Parking lot	1,249.50
BIG WOOD LANDSCAPE, INC.	17909	Cimino Park	1,143.00
BIG WOOD LANDSCAPE, INC.	17910	City Maintenance Yard	1,035.00
BIG WOOD LANDSCAPE, INC.	17911	Forest Service Park	1,210.50
BIG WOOD LANDSCAPE, INC.	17912	KTS Exterior Sidewalks	1,488.00
BIG WOOD LANDSCAPE, INC.	17924	6th & Leadville	1,165.50
BIG WOOD LANDSCAPE, INC.	17925	KTS Interior of Park	1,488.00
BIG WOOD LANDSCAPE, INC.	17926	Ore Wagon Museum	1,035.00
BIG WOOD LANDSCAPE, INC.	179727	Town Square Snow Removal	8,600.00
<b>01-4194-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	2022 022519	2022 - Idaho Gov Street Study Material	38.11
<b>01-4194-5200 UTILITIES</b>			
CITY OF KETCHUM	030819	1127 - January and February Water Bills	25.18
CITY OF KETCHUM	030819	1245 - January and February Water Bills	67.78
CITY OF KETCHUM	030819	9991 - January and February Water Bills	95.98
CITY OF KETCHUM	030819	9995 - January and February Water Bills	75.60
CITY OF KETCHUM	030819	456 - January and February Water Bills	25.20
CITY OF KETCHUM	030819	532 - January and February Water Bills	106.98
CITY OF KETCHUM	030819	536 - January and February Water Bills	226.80
CITY OF KETCHUM	030819	560 - January and February Water Bills	25.20
CITY OF KETCHUM	030819	9996 - January and February Water Bills	92.98
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	50.96
INTERMOUNTAIN GAS	65669030002 0	65669030002 022619	9.79
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	014-142414	Flag Pole Cable	23.20
A.C. HOUSTON LUMBER CO.	014-142763	Plywood	10.40
CHATEAU DRUG CENTER	2035812	Supplies	3.79
US BANK	2022 022519	2022 - Batteries	18.98
Total FACILITY MAINTENANCE:			25,988.43
<b>POLICE</b>			
<b>01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA	363.59
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	12.90
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	900.00
<b>01-4210-3200 OPERATING SUPPLIES</b>			
UNITED OIL	905568	39060 022819	73.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4210-3610 PARKING OPS PROCESSING FEES</b>			
CALE AMERICA, INC.	153378	January Way to Park	201.95
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>			
CALE AMERICA, INC.	153378	February Active Meters	165.00
OMNI PARK	112563	Omni Park Subscription	343.00
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
DICK YORK'S AUTO SERVICE	80679 80747 80	vehicle services	562.50
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	201014	BCSO Law Enforcement Services	134,753.75
Total POLICE:			137,376.63
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	77.65
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	593.00
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11683322	5109 030419	29.75
CHATEAU DRUG CENTER	2037042	Supplies	14.24
CHATEAU DRUG CENTER	2037049	Supplies	7.59
US BANK	4977 022519	4977 - Camera	149.99
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
BOUNDTREE MEDICAL	83131489	Medical Supplies	337.76
NORCO	25754536	54794 020719	91.93
NORCO	25905283	54794 022819	79.14
NORCO	25913948	52355 022819	30.30
NORCO	25914942	54794 022819	216.58
NORTH AMERICAN RESCUE	IN348129	Medical supplies	220.01
NORTH AMERICAN RESCUE	IN350635	Medical supplies	101.32
US BANK	4977 022519	4977 - 3 Heat Ready Overhead Vest	610.20
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	905385	37267 022819	278.01
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	905385	37267 022819	80.92
<b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>			
A.C. HOUSTON LUMBER CO.	014-143937	Supplies	62.40
<b>01-4230-4910 TRAINING EMS</b>			
US BANK	4977 022519	4977 - ALCS Seth	132.00
US BANK	4977 022519	4977 - Seth EMT Registry	125.00
<b>01-4230-4920 TRAINING-FACILITY</b>			
IDAHO POWER	2224210258 03	2224210258 030719	69.00
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
MTE COMMUNICATIONS	056983 030119	Digital Subscriber Line	17.62
UPS STORE #2444	5128	5128 shipping 020519	12.62
US BANK	4977 022519	4977 - Cox	154.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	4977 022519	4977 - Long Range Wireless Access Point	97.13
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
MTE COMMUNICATIONS	056983 030119	Digital Subscriber Line	17.62
US BANK	4977 022519	4977 - Long Range Wireless Access Point	97.13
US BANK	4977 022519	4977 - Cox	154.77
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
CHATEAU DRUG CENTER	2036863	Supplies	9.49
TERRITORIAL SUPPLIES INC.	14129	Light	182.40
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
A.C. HOUSTON LUMBER CO.	014-143871	supplies	1.76
ROCKY MOUNTAIN AMBULANC	2019-003 3L	Door Grabber	39.82
<b>01-4230-7600 OTHER MACHINERY &amp; EQUIP FIRE</b>			
CHATEAU DRUG CENTER	2034085	Drill Bit	9.48
Total FIRE & RESCUE:			4,101.40
<b>STREET</b>			
<b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA	522.12
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	45.90
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	140.00
<b>01-4310-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL INC.	145557	Pipe Marking	18.95
GEM STATE PAPER & SUPPLY	1304055-00	Paper Supplies	117.41
US BANK	2022 022519	2022 - Hanging File Folders	8.99
US BANK	2022 022519	2022 - File Cabinet	89.99
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	905387	37269 022819	10,134.21
US BANK	2022 022519	2022 - 022119 Gas	125.00
US BANK	2022 022519	2022 - 022119 Gas	60.90
US BANK	2022 022519	2022 - 021419 Gas	296.04
US BANK	2022 022519	2022 - 021519 Gas	268.22
US BANK	2022 022519	2022 - 021519 Gas	254.05
US BANK	2022 022519	2022 - 021619 Gas	290.90
US BANK	2022 022519	2022 - 022019 Gas	167.67
US BANK	2022 022519	2022 - 022019 Gas	262.88
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
ANDERSON ASPHALT PAVING I	6867	Snow Hauling	10,387.50
BIG WOOD LANDSCAPE, INC.	17906	Neil's Lane Snow Removal	7,190.00
HIATT TRUCKING, INC.	2410	SNOW HAULING	30,037.50
LUNCEFORD EXCAVATION, INC.	9568	Snow Hauling	3,750.00
LUNCEFORD EXCAVATION, INC.	9714	Snow Hauling	18,675.00
LUNCEFORD EXCAVATION, INC.	9742	Snow Hauling	6,375.00
RICK'S EXCAVATION, INC.	501	Snow Removal and Travel	5,100.00
CANYON EXCAVATION. LLC	1536	Snow Hauling	6,922.50
<b>01-4310-5200 UTILITIES</b>			
CITY OF KETCHUM	030819	9999 - January and February Water Bills	95.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
CITY OF KETCHUM	030819	9993 - January and February Water Bills	167.70
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	832.84
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	247.89
INTERMOUNTAIN GAS	49439330009 0	49439330009 022519	206.58

**01-4310-6100 REPAIR & MAINT--MACHINERY & EQ**

GO-FER-IT	83560	292 - 022819	26.00
LEGACY EQUIPMENT	89770	Parts	171.65
NAPA AUTO PARTS	381556	Credit	129.60
NAPA AUTO PARTS	963762	Fluids	31.96
NAPA AUTO PARTS	964268	Fluids	31.96
NAPA AUTO PARTS	964452	parts	38.98
NAPA AUTO PARTS	964538	Blower Part	18.72
NAPA AUTO PARTS	964652	Blower Part	5.07
NAPA AUTO PARTS	964774	Blower Part	10.14
NAPA AUTO PARTS	965166	sander part	5.97
NAPA AUTO PARTS	965176	Dozer Fluid	49.95
RIVER RUN AUTO PARTS	6538-139180	Truck Parts	12.82
RIVER RUN AUTO PARTS	6538-139339	Sander Parts	125.98
RIVER RUN AUTO PARTS	6538-139361	Dozer Fluid	17.95
WATTS HYDRAULIC & REPAIR	201374	Boom Truck Repair	378.59
WESTERN STATES CAT	IN000899452	Parts	174.08
WESTERN STATES CAT	IN000900523	Oil	412.08
WESTERN STATES CAT	IN000901687	Lamp	45.41
WHITE CLOUD COMMUNICATIO	93510	Mobile Radio	168.00
JACKSON GROUP PETERBILT	197460	Flatbed Headlight	337.88

**01-4310-6910 OTHER PURCHASED SERVICES**

ALSCO - AMERICAN LINEN DIVI	LBOI1684849	5831 030819	43.63
NORCO	25846066	53271 022019	366.85
NORCO	25914026	53271 022819	194.74
NORCO	60495331-00	53271 022119	29.50

**01-4310-6950 MAINTENANCE & IMPROVEMENTS**

ROAD WORK AHEAD CONST. SU	TS-9506	Chip Seal	595.13
SALTWORX INC	655	High Performance Road Salt	4,767.85

Total STREET:

110,723.01

**RECREATION**

**01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	16.50
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**01-4510-3250 RECREATION SUPPLIES**

CHATEAU DRUG CENTER	2037582	Chemical Sprayer	3.79
US BANK	7926 022519	7926 - Propagation Trays	30.99
US BANK	7926 022519	7926 - Grommet Tool Kit	15.75
US BANK	7926 022519	7926 - Construction Paper	11.98
US BANK	7926 022519	7926 - Glue Sticks	26.95
WEBB LANDSCAPING	K-IN-130408	Seeds	15.64

**01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY**

SYSCO	140389963	Concessions	593.63
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**01-4510-3500 MOTOR FUELS & LUBRICANTS**

UNITED OIL	905386	37268 022819	63.07
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Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4510-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	31904030009 0	31904030009 022519	198.01
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
US BANK	7926 022519	7926 - Auto Repair	357.94
Total RECREATION:			1,334.25
Total GENERAL FUND:			367,037.97
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
US BANK	6806 022519	6806 - GK Group	52.15
Total WAGON DAYS EXPENDITURES:			52.15
Total WAGON DAYS FUND:			52.15
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-4250 ENERGY WORK PROGRAM</b>			
OPEN SPACES NORTHWEST	59004	2019 Contract	1,250.00
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>			
MUNICODE	00325360	3/1/19 - 2/29/20 Meetings Subscription	2,200.00
<b>03-4193-7400 COMPUTER/COPIER LEASING</b>			
GREAT AMERICA FINANCIAL SE	24326455	Copier Lease	3,387.35
<b>03-4193-7607 SIDEWALK/STREET REPAIRS</b>			
S & C ASSOCIATES LLC	1289 - 1299	1292	420.00
Total GENERAL CIP EXPENDITURES:			7,257.35
Total GENERAL CAPITAL IMPROVEMENT FD:			7,257.35
<b>STREET CAPITAL IMPROVEMENT FND</b>			
<b>STREET CIP EXPENDITURES</b>			
<b>05-4310-7600 STREET EQUIPMENT</b>			
MOUNTAIN HOME AUTO RANC	20286 110518	2019 F550 XL	42,162.00
Total STREET CIP EXPENDITURES:			42,162.00
Total STREET CAPITAL IMPROVEMENT FND:			42,162.00
<b>ORIGINAL LOT FUND</b>			
<b>22-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
NIXON, SUE	030619	Refund ST Overpayment	237.60
Total :			237.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6040 SUN VALLEY MARKETING ALLIANCE</b>			
VISIT SUN VALLEY	43	Monthly Payment per contract	36,666.66
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	10909	Monthly Installment	55,475.00
Total ORIGINAL LOT TAX:			92,141.66
Total ORIGINAL LOT FUND:			92,379.26
<b>ADDITIONAL1%-LOT FUND</b>			
<b>ADDITIONAL 1%-LOT</b>			
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>			
SUN VALLEY AIR SERVICE BOA	030119	January 2019 Additional 1%	197,874.24
SUN VALLEY AIR SERVICE BOA	030119	Direct Cost's	5,522.66
Total ADDITIONAL 1%-LOT:			192,351.58
Total ADDITIONAL1%-LOT FUND:			192,351.58
<b>WATER FUND</b>			
<b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
D2D	031319	Refund as check was sent to City by mistake	575.22
Total :			575.22
<b>WATER EXPENDITURES</b>			
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA	64.34
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	16.50
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	014-140742	supplies	9.58
A.C. HOUSTON LUMBER CO.	014-142155	supplies	7.79
A.C. HOUSTON LUMBER CO.	014-143200	supplies	17.39
ALSCO - AMERICAN LINEN DIVI	LBOI1682945	5192 030119	22.49
ALSCO - AMERICAN LINEN DIVI	LBOI1682947	5493 030119	55.79
LUTZ RENTALS	92754-1	Propane	15.24
TREASURE VALLEY COFFEE IN	2160 05974429	COFFEE	67.84
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
GO-FER-IT	83560	292 - 022819	17.00
MAGIC VALLEY LABS, INC.	11445	Drinking water	92.00
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E258471	55 gal T-Chlor	6.00
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
DIG LINE	0060229-IN	0000167 022819	70.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	223.20
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	45.29
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-139200	Headlight	11.95
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	014-142522	supplies	8.69
Total WATER EXPENDITURES:			751.29
Total WATER FUND:			1,326.51
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7802 KETCHUM SPRING WA CONVERSION</b>			
S & C ASSOCIATES LLC	1289 - 1299	1296	1,522.50
Total WATER CIP EXPENDITURES:			1,522.50
Total WATER CAPITAL IMPROVEMENT FUND:			1,522.50
<b>WASTEWATER FUND</b>			
<b>65-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
D2D	031319	Refund as check was sent to City by mistake	1,295.14
Total :			1,295.14
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA	1,948.91
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	689311 FEB	HRA Vision	32.75
NBS-NATIONAL BENEFIT SERVI	CP213242 FEB	HRA Vision	594.20
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1682945	5192 030119	22.49
ALSCO - AMERICAN LINEN DIVI	LBOI1682946	5292 030119	103.01
PIPECO, INC.	S3266211.001	Shovel	64.84
UPS STORE #2444	5135	5135 shipping 020619	13.68
UPS STORE #2444	5180	5180 shipping 021319	10.48
UPS STORE #2444	5210	5210 shipping 022019	10.48
UPS STORE #2444	5232	5232 shipping 022719	10.46
<b>65-4350-3800 CHEMICALS</b>			
THATCHER COMPANY, Inc.	1462549	Alu Sulfate	2,926.18
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	60795	chemicals	809.06

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	432.30
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	526.51
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	233.78
INTERMOUNTAIN GAS	32649330001 0	32649330001 022519	45.28
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	11700538566	Studs and Install	252.58
McMASTER-CARR SUPPLY CO.	88049113	Parts & Supplies	252.84
PLATT ELECTRIC SUPPLY	Z424836	Area Light	106.92
WOOD RIVER WELDING, INC.	172905	plow Repair	47.65
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
US BANK	9642 022519	9642 - Utility Blades / Zip Ties	29.86
Total WASTEWATER EXPENDITURES:			8,474.26
Total WASTEWATER FUND:			9,769.40
<b>WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7810 HEADWORKS CONSTR. &amp; EQUIP.</b>			
BANYAN TECHNOLOGY INC.	20558	Computer Equipment	483.30
HDR ENGINEERING, INC.	1200177807	20175 1200177807	11,423.61
RSCI	20167 10	20167 10	267,967.35
Total WASTEWATER CIP EXPENDITURES:			279,874.26
Total WASTEWATER CAPITAL IMPROVE FND:			279,874.26
<b>PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6200 PARK MEMORIAL BENCH/TREES</b>			
SONNTAG RECREATION, LLC	18231	Dumor bench	1,542.00
<b>93-4900-6800 KETCHUM ARTS COMMISSION</b>			
US BANK	3077 022519	3077 - Side Arts	19.99
US BANK	3077 022519	3077 - Side Art	19.99
Total PARKS/REC TRUST EXPENDITURES:			1,581.98
Total PARKS/REC DEV TRUST FUND:			1,581.98
Grand Totals:			995,314.96

Vendor Name

Invoice Number

Description

Net Invoice Amount

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

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## City of Ketchum

March 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly Financial Report**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial report."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

#### Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

#### Financial Impact

There is no financial impact to this reporting.

#### Attachments

- Attachment A: Monthly Financial Report Charts



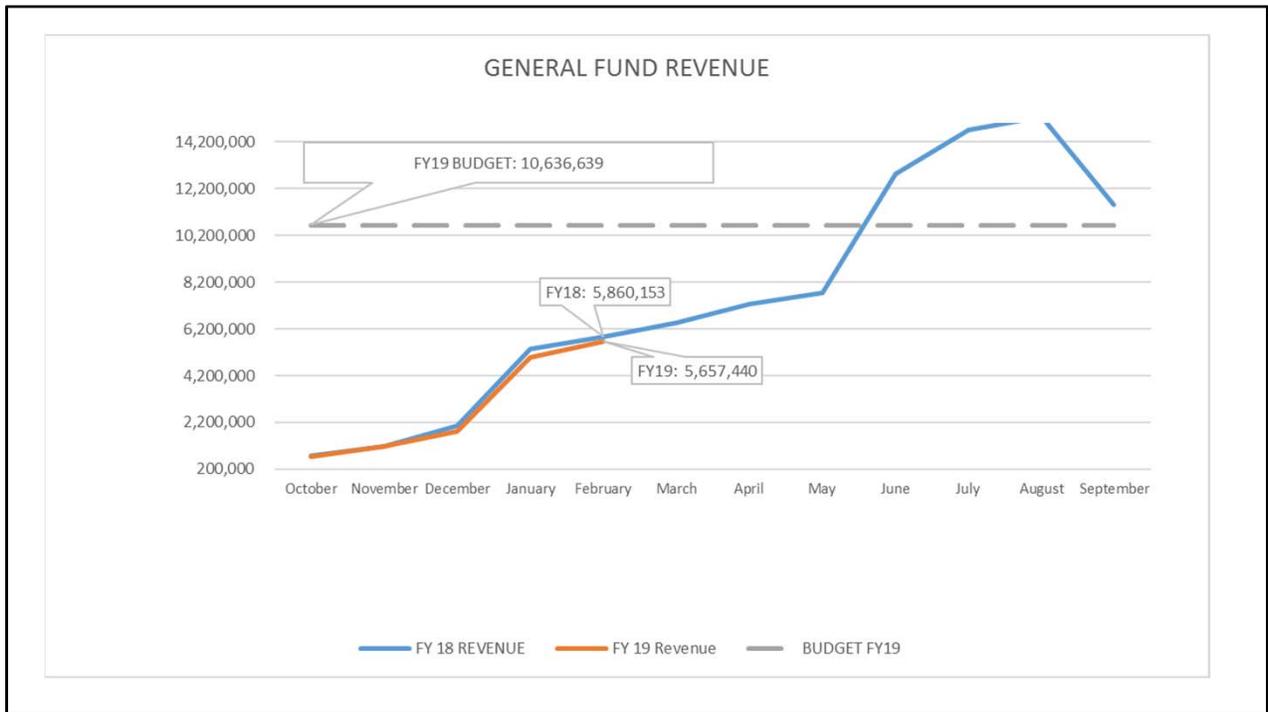
## **Monthly Financial Reports**

As of February 28, 2019

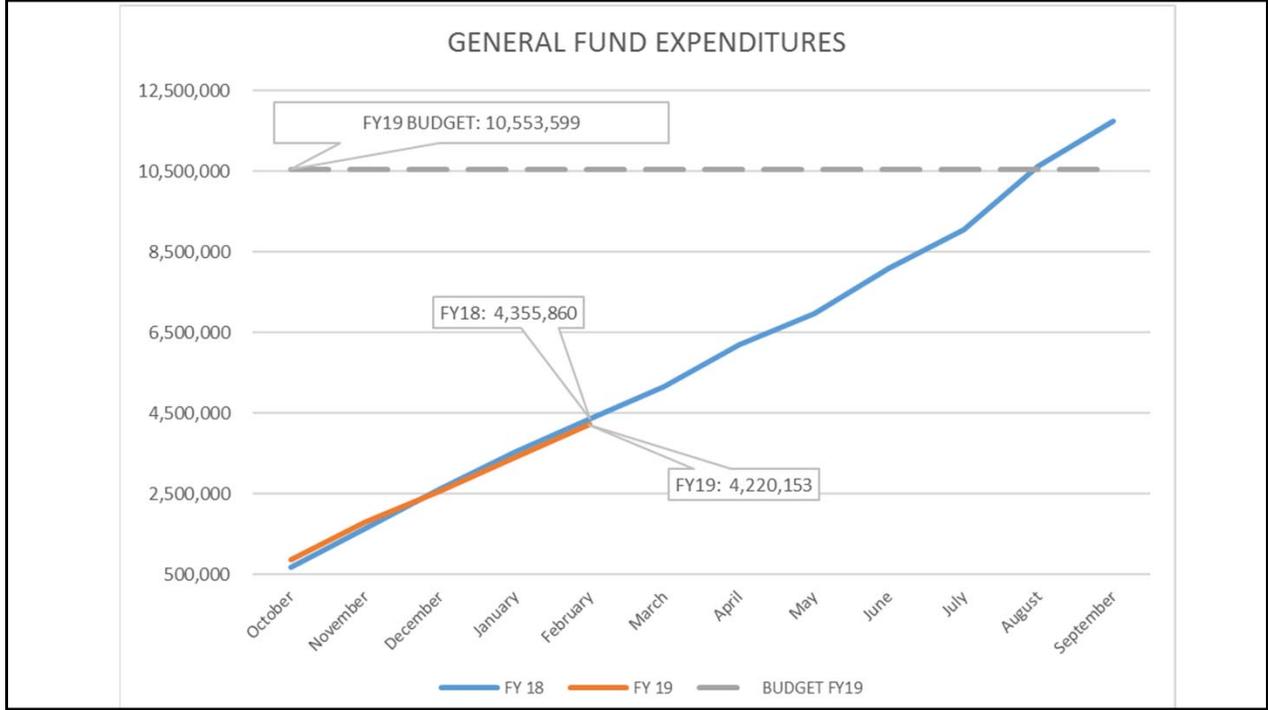
This packet is divided into three sections: (1) General Fund charts (pages 2-13); (2) Original LOT charts (pages 14-18); (3) Enterprise Fund charts (pages 19-23); and Off-Street Parking Lot charts (pages 24-28).

Each chart includes information on current progress relative to the prior year and also the current budget. Where deviations are 5% or greater, an explanation on the major drivers of such changes is included.

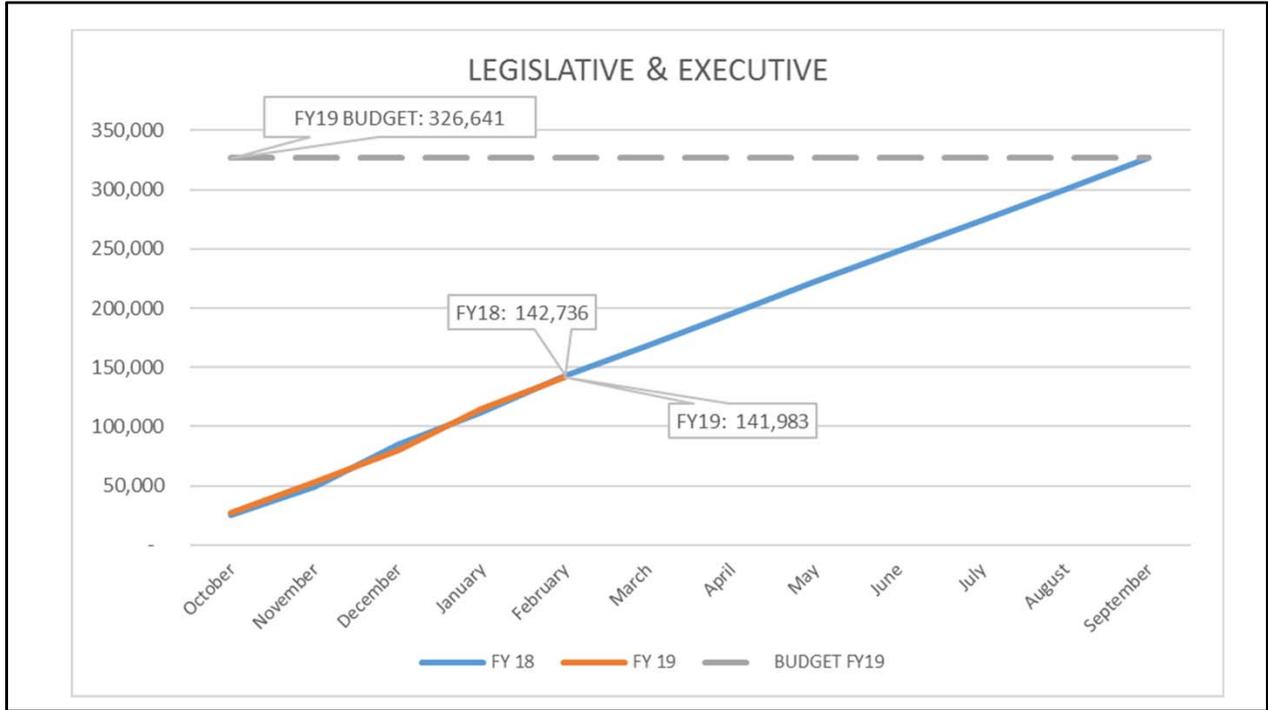
# General Fund



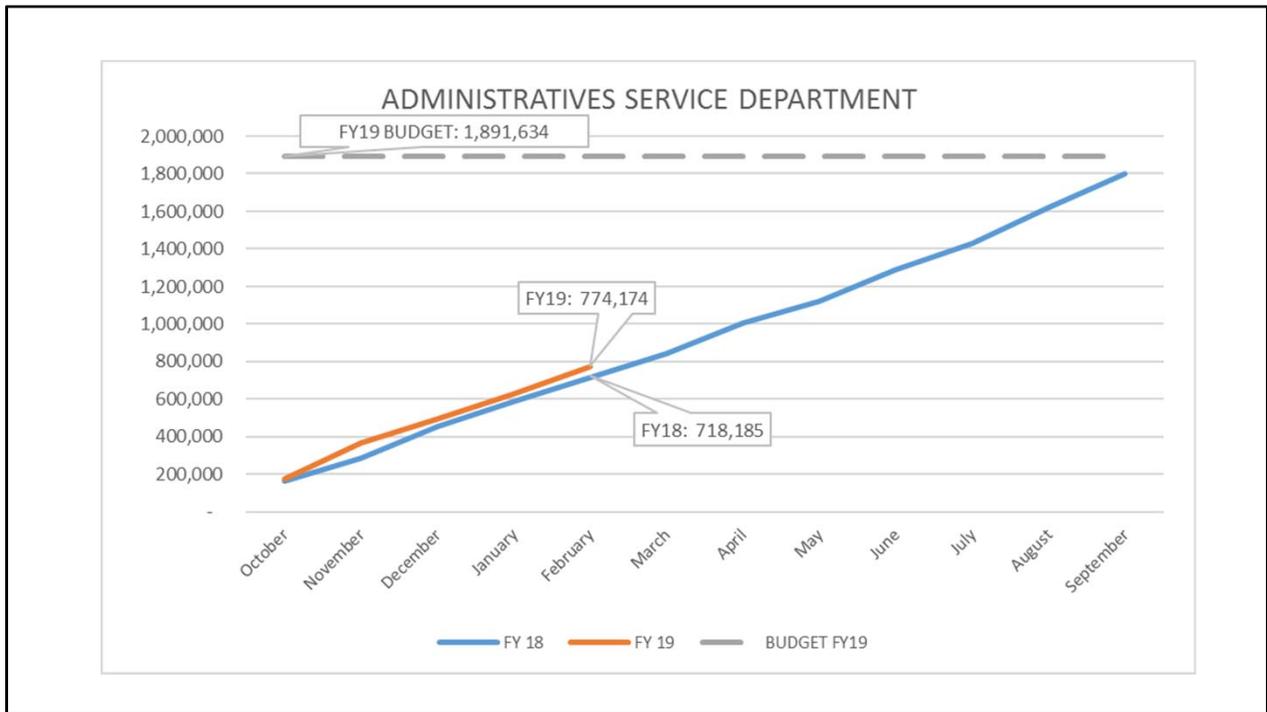
The General Fund revenues are down approximately \$202,713 (3.5%) in the fiscal year to date (FYTD). This decrease is due to Planning & Building Department licensing, permits and charges for services which collectively account for more than \$255,134 of lost revenue FYTD.



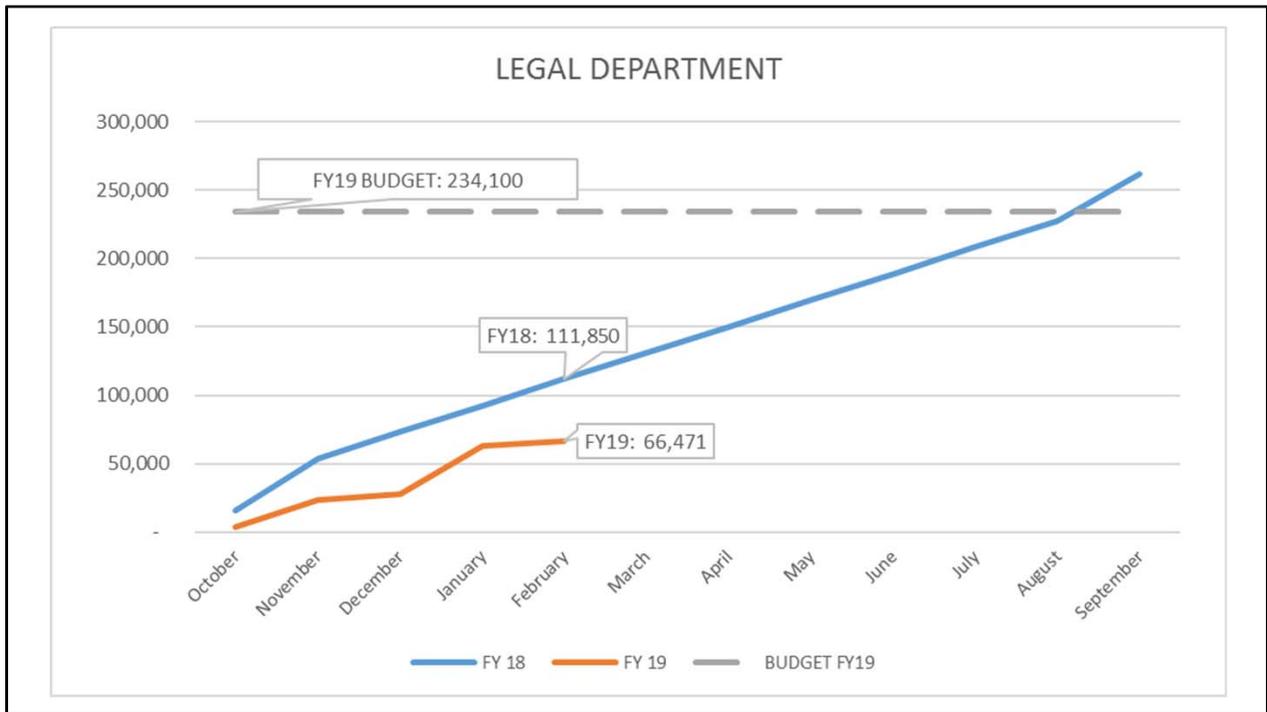
The General Fund expenditures are down \$135,707 (3.1%) FYTD.



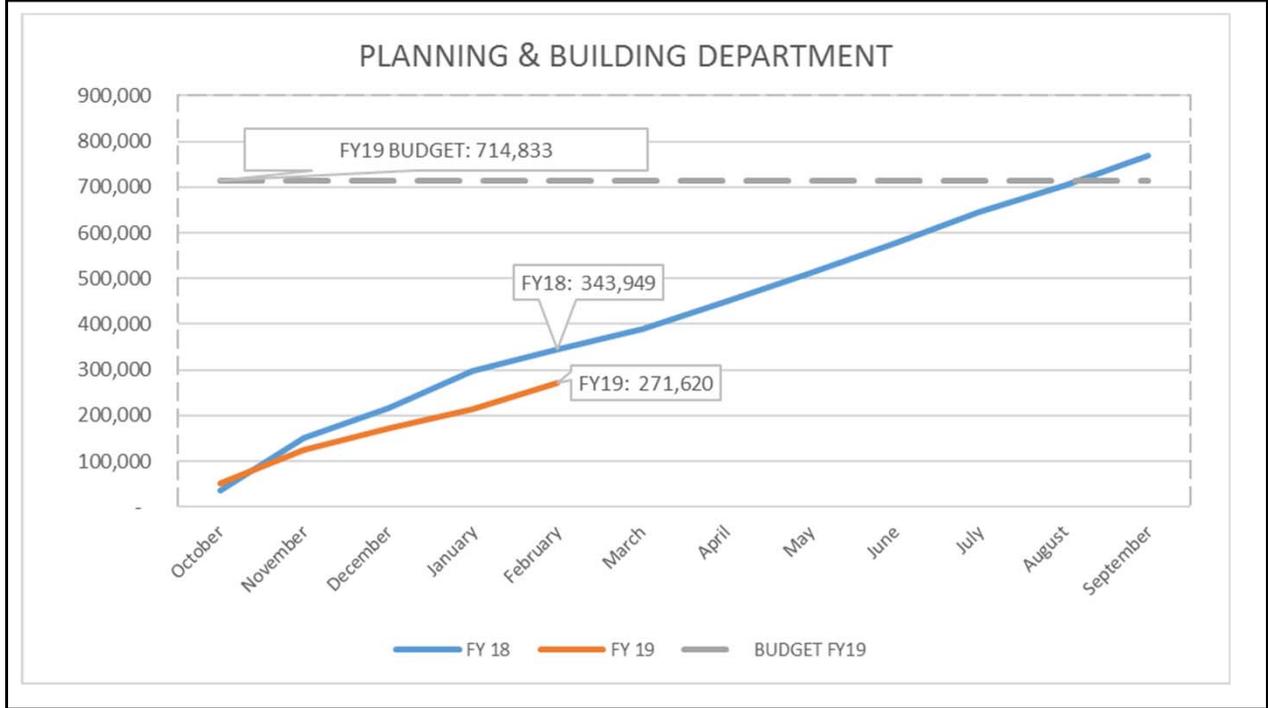
The Legislative & Executive Department expenditures are down \$753 (0.5%) FYTD.



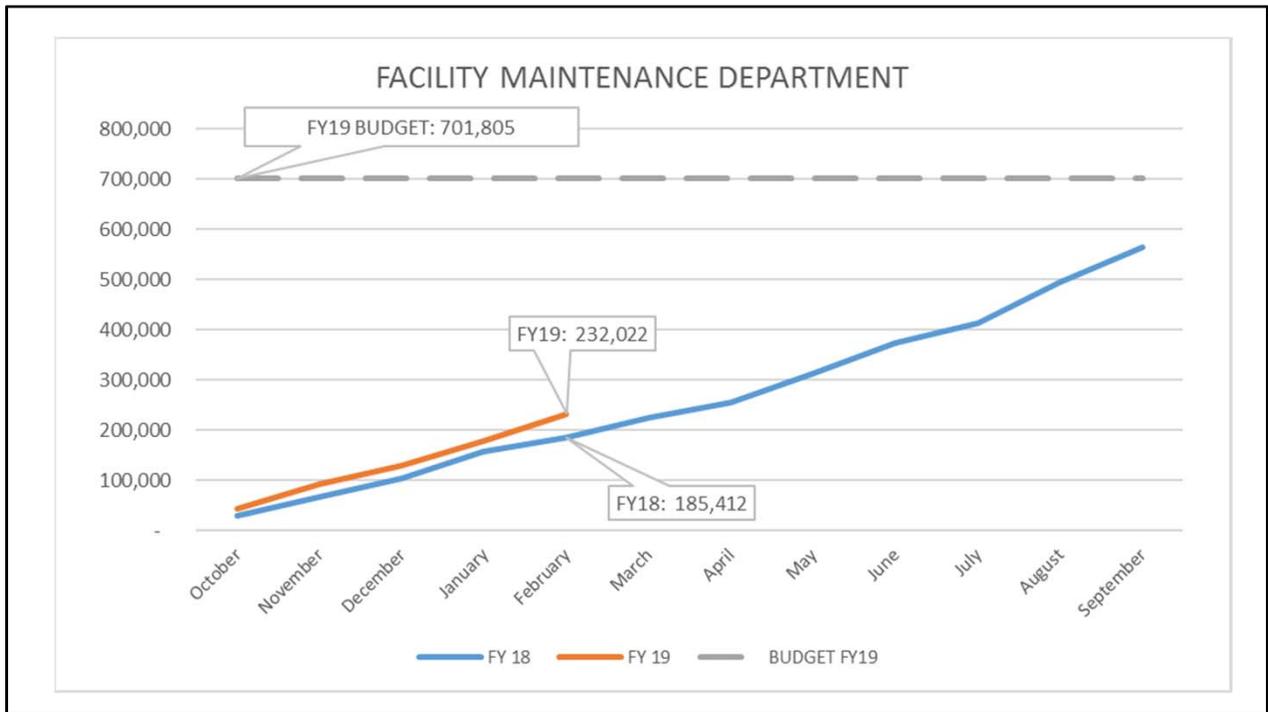
The Administrative Services Department expenditures are up \$55,989 (7.8%) FYTD. This increase is due to both increased building maintenance costs as well as salary and benefit cost increases.



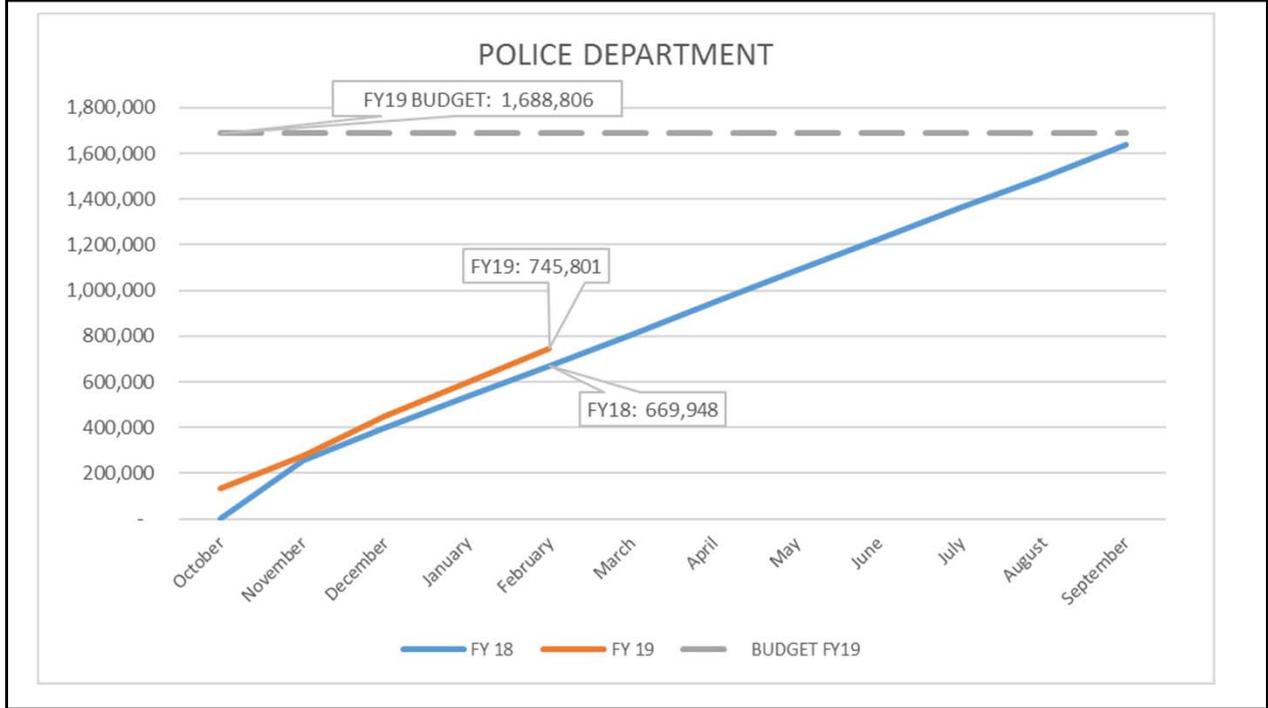
The Legal Department expenditures are down \$45,379 (68.3%) FYTD. This decrease is largely due to the timing of the contract billing with White Peterson relative to the prior year.



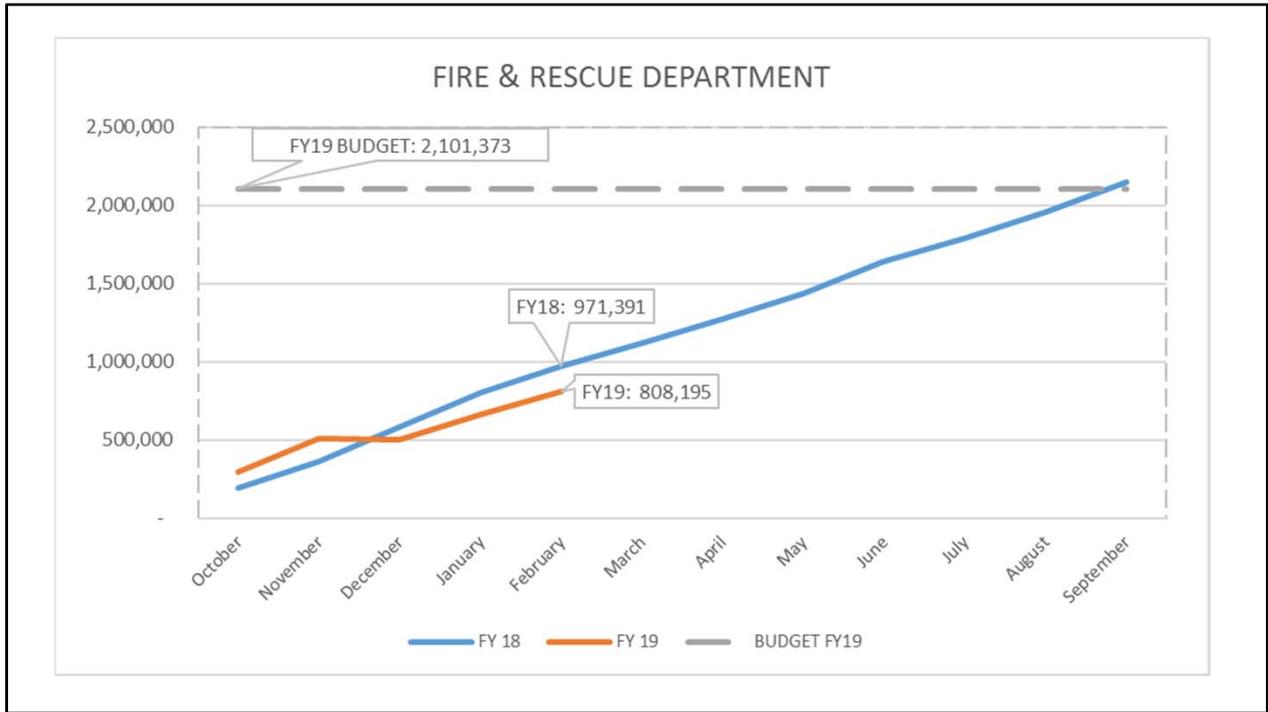
The Planning & Building Department expenditures are down \$72,329 (21%) FYTD. This decrease is largely due to payments to the Idaho Division of Building Safety related to permits and plan review. This expenditure decrease corresponds to the lower general fund revenue noted on slide 3.



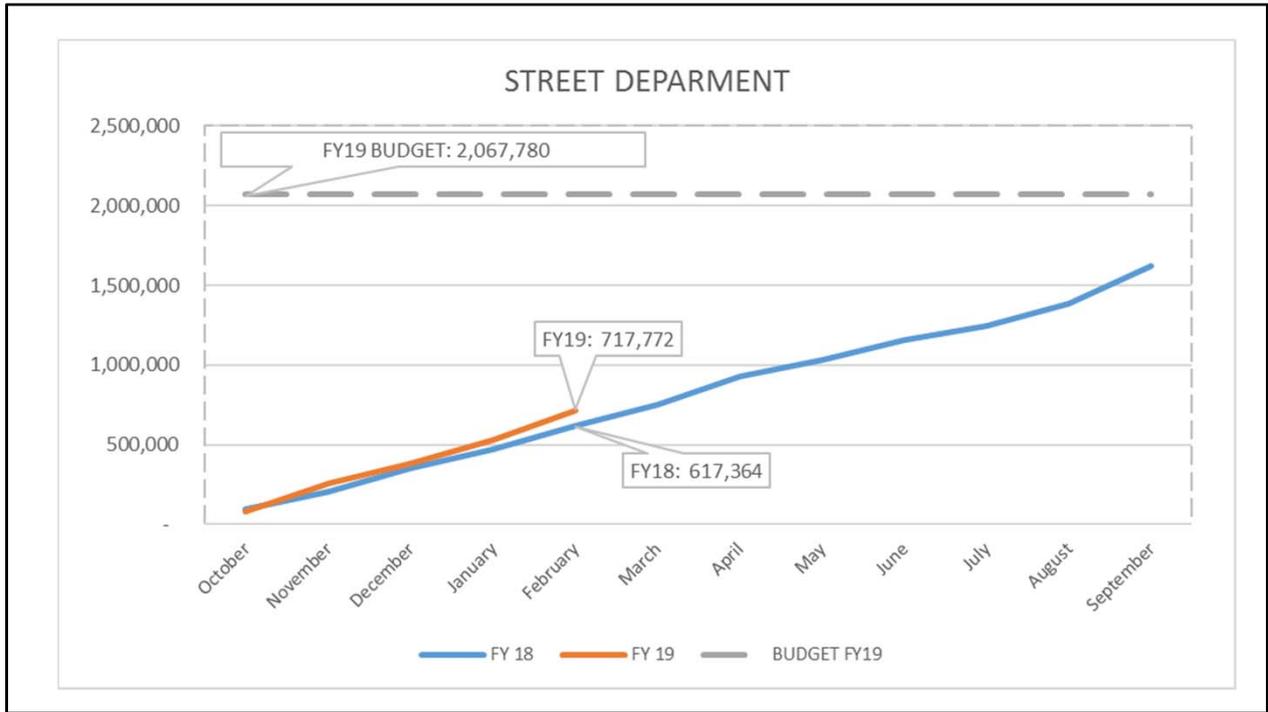
The Facilities Maintenance Department expenditures are up \$46,610 (25.1%) FYTD. This increase is largely due to increased salary and benefit expenditures as the department has filled previously vacant positions. Also, professional service utilization for snow removal is at a level above the prior year.



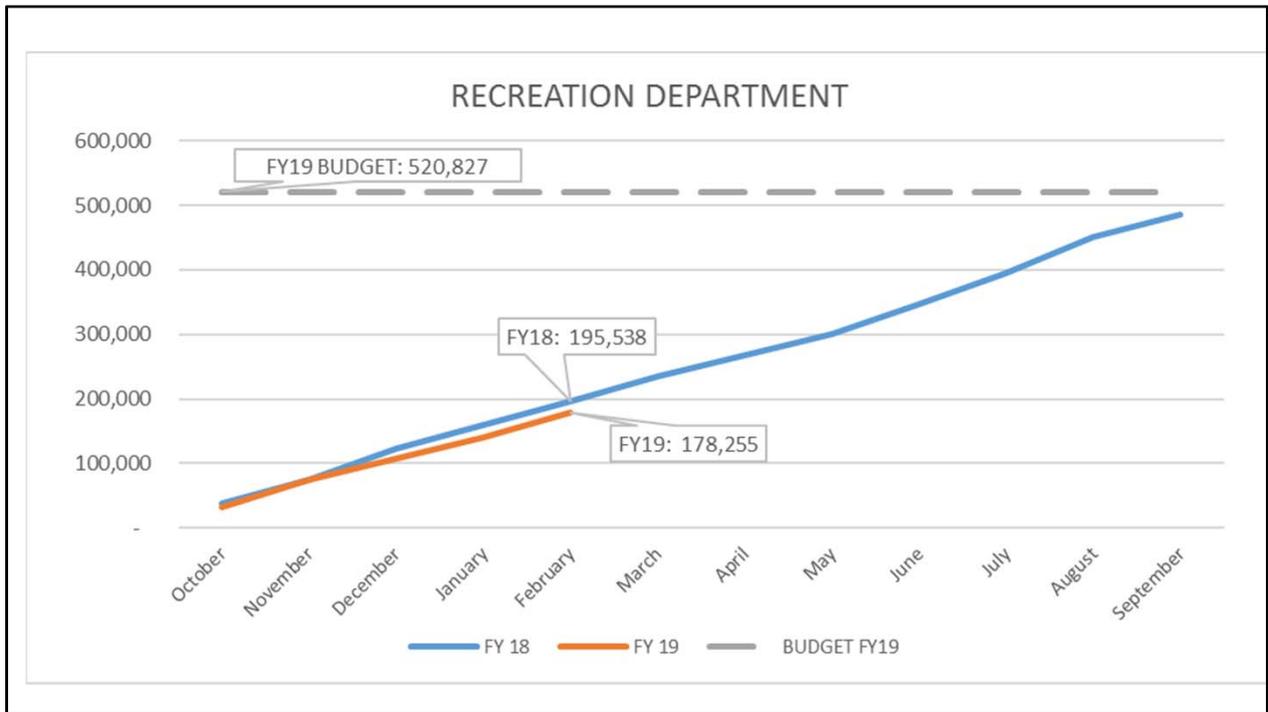
The Police Department expenditures are up \$75,853 (11.3%) FYTD. This is due to changes in the Blaine County Sheriff’s Office contract related to salary increases.



The Fire & Rescue Department expenditures are down \$163,196 (16.8%) FYTD. This decrease is largely due to reduced salary and benefit costs associated with the Fire Chief vacancy (billings from contracted Fire Chiefs are not reflected in the departmental expenditures). This decrease is partially one of timing and that component is expected to disappear in the coming months. Savings relative to the budget will be used to offset the cost of contracted fire chief services.

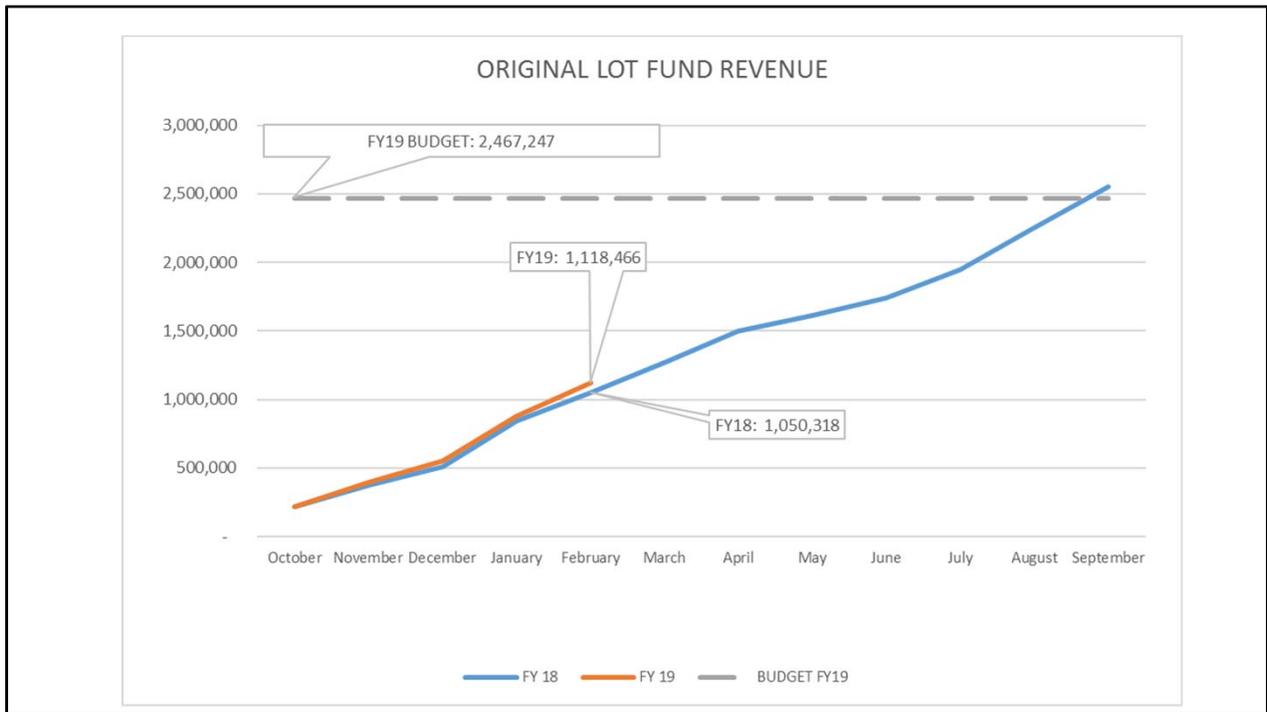


The Streets Department expenditures are up \$100,408 (16.3%) FYTD. This increase is largely due to salaries and benefit expenditures as the department has filled previously vacant positions. Utilization of professional services for snow removal is also above the level of last year.

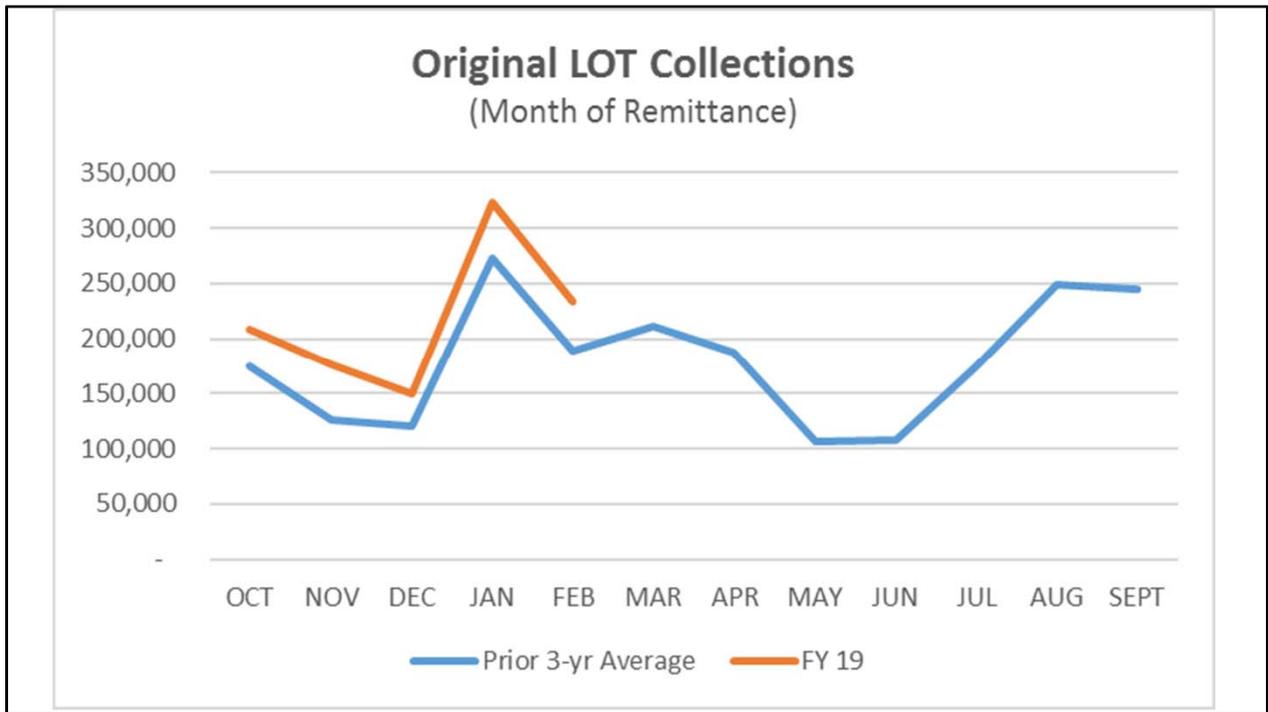


The Recreation Department expenditures are down \$17,283 (8.8%) FYTD. This decrease is largely due to lower salary and benefit costs relative to the prior year as a result of vacancies in the department.

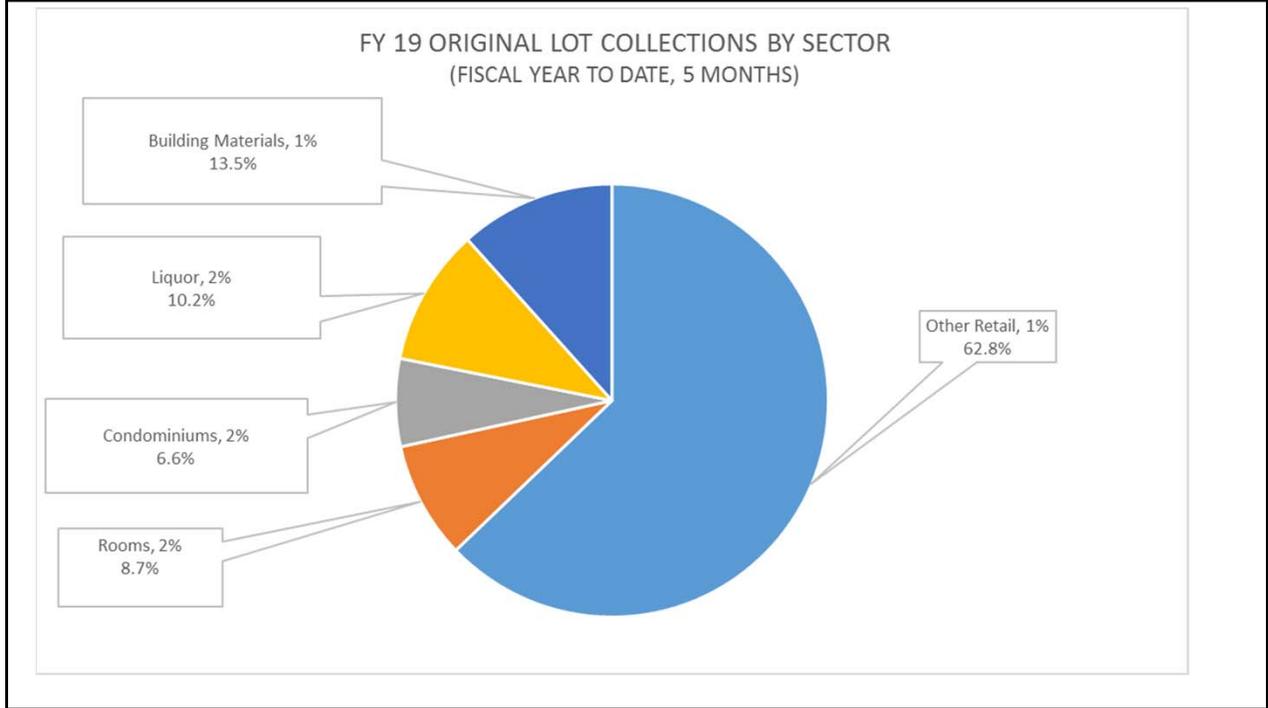
# LOT Analysis



Revenue to the Original LOT Fund is up approximately \$68,147 (6.5%) FYTD due to greater tax receipts.

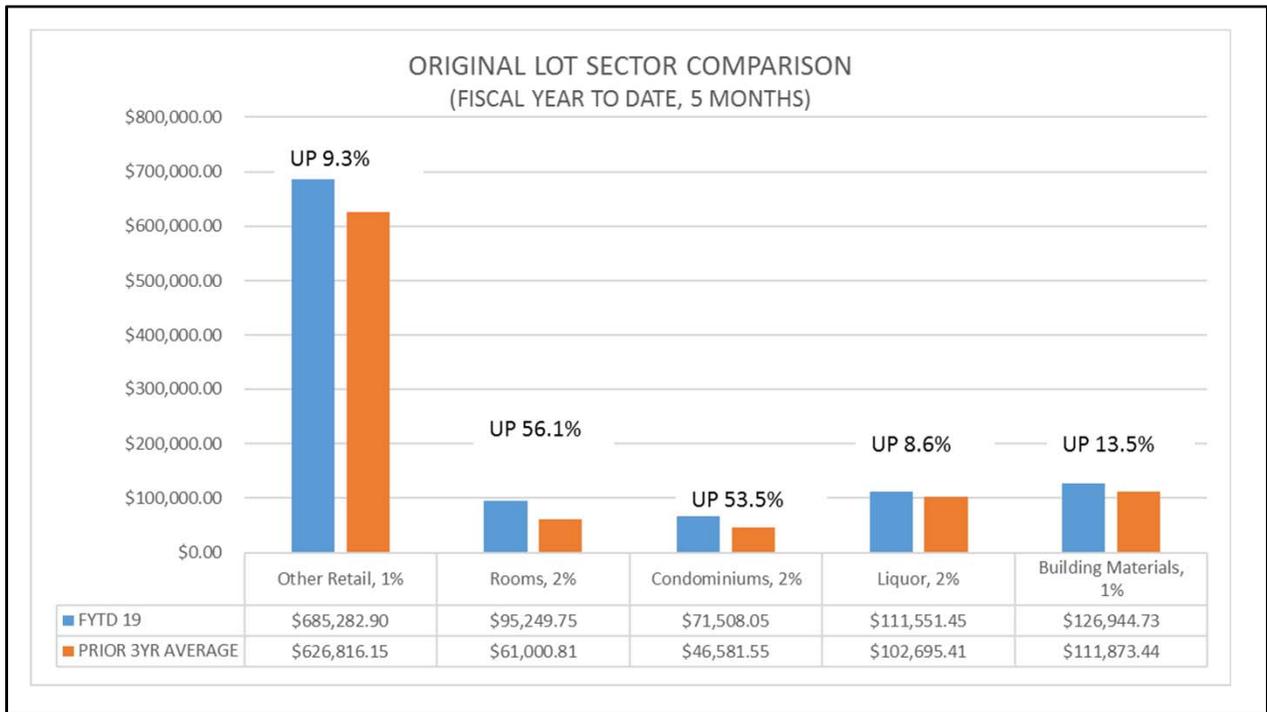


Revenues from Original LOT covered sales are up approximately 14.9 % over the average of the prior three years.



To date in FY 19 (5 months), Original LOT collections have been generated by each sector as follows:

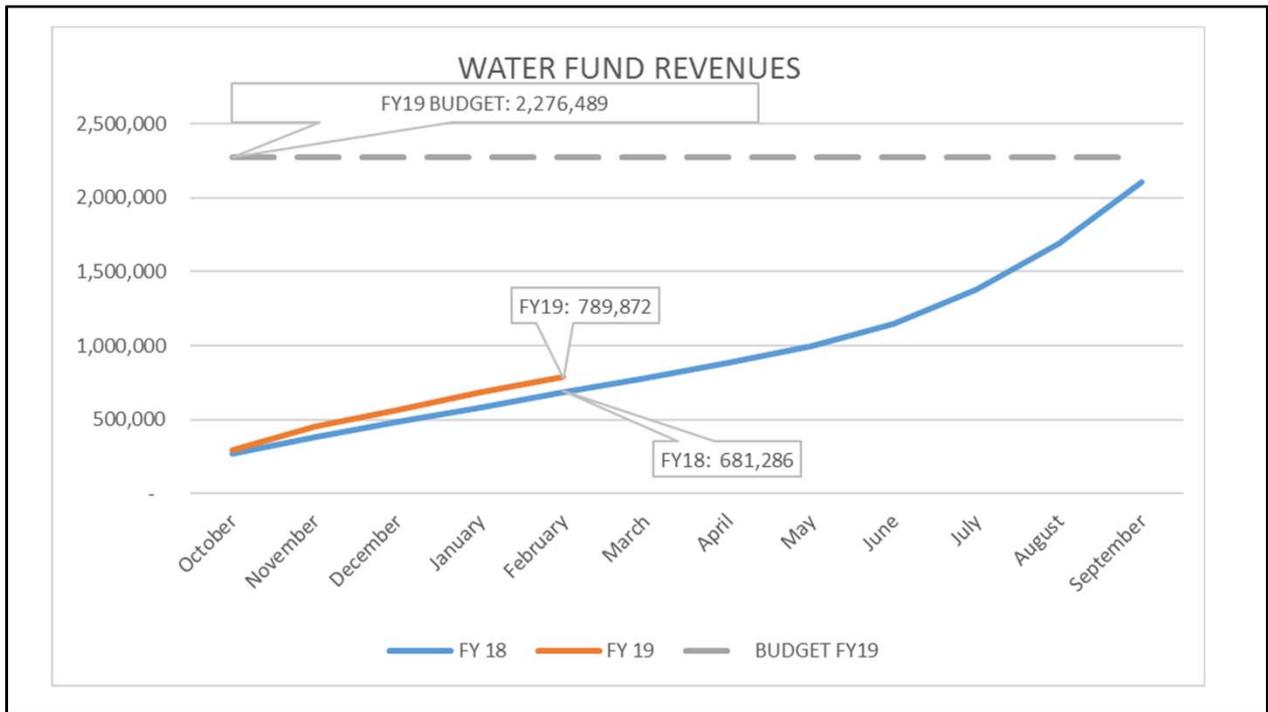
1. Retail has generated 62.8% of the total.
2. Building Materials have generated 13.5%.
3. Liquor has generated 10.2%.
4. Rooms have generated 8.7%.
5. Condominiums have generated 6.6%.



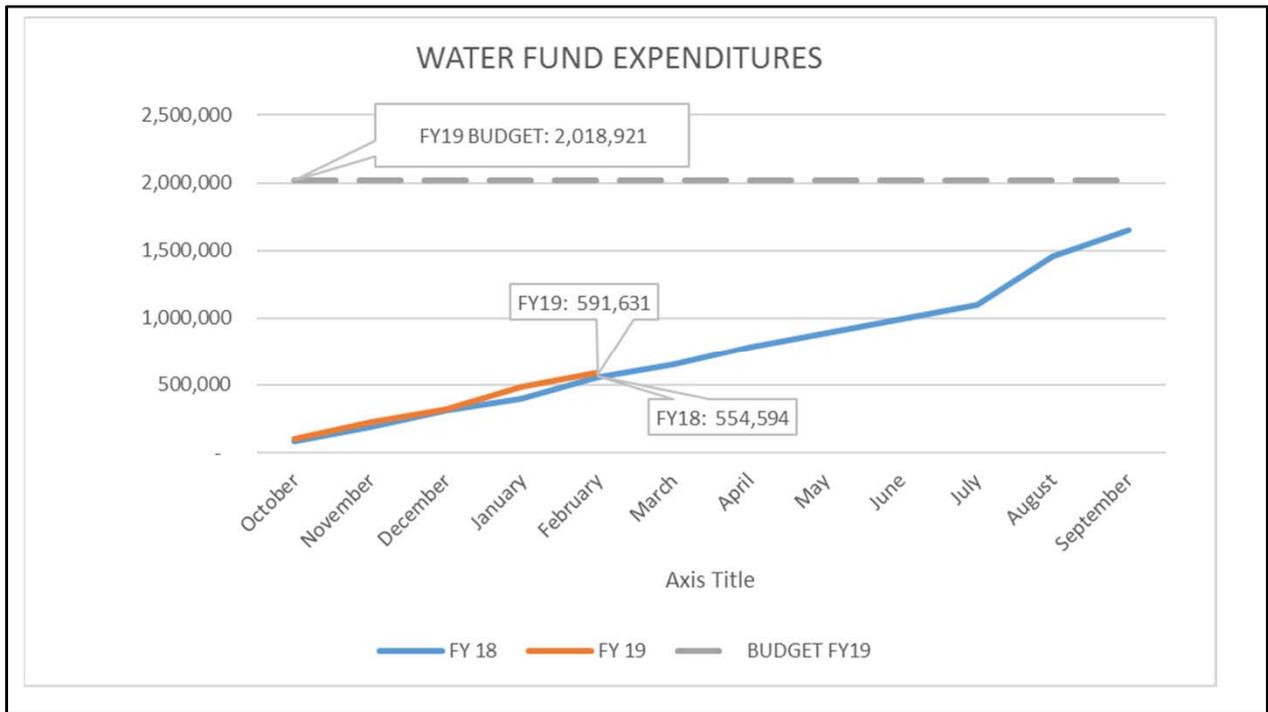
Through the first 5 months of FY 19, collections compared to the prior three year average are as follows:

1. Retail is up 9.3%.
2. Rooms are up 56.1%.
3. Condominiums are up 53.5%
4. Liquor is up 8.6%.
5. Building Materials are up 13.5%.

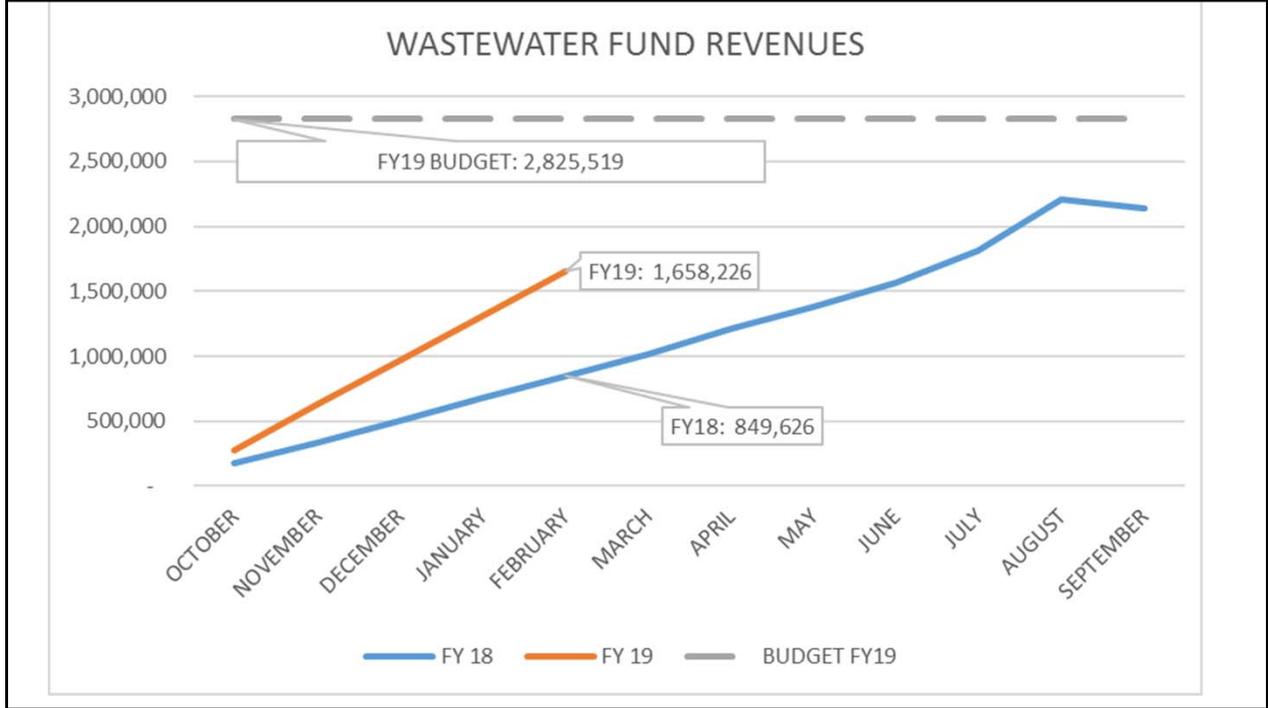
# Enterprise Funds



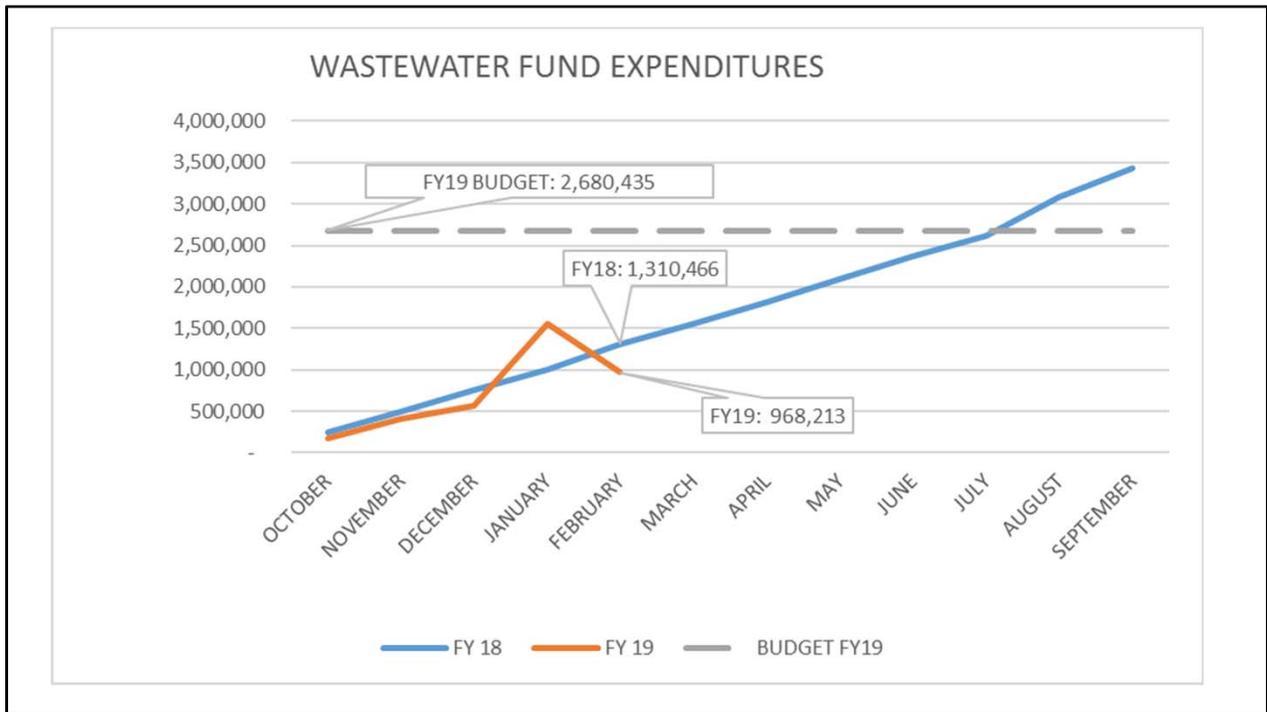
The Water Fund revenues are up \$108,586 (15.9%) FYTD. This increase is due to changes to the water rate structure implemented as part of the FY 19 budget.



The Water Fund expenditures are up \$37,037 (6.7%) FYTD. This increase is due to transfers to the CIP as well as the timing of the debt service payment.

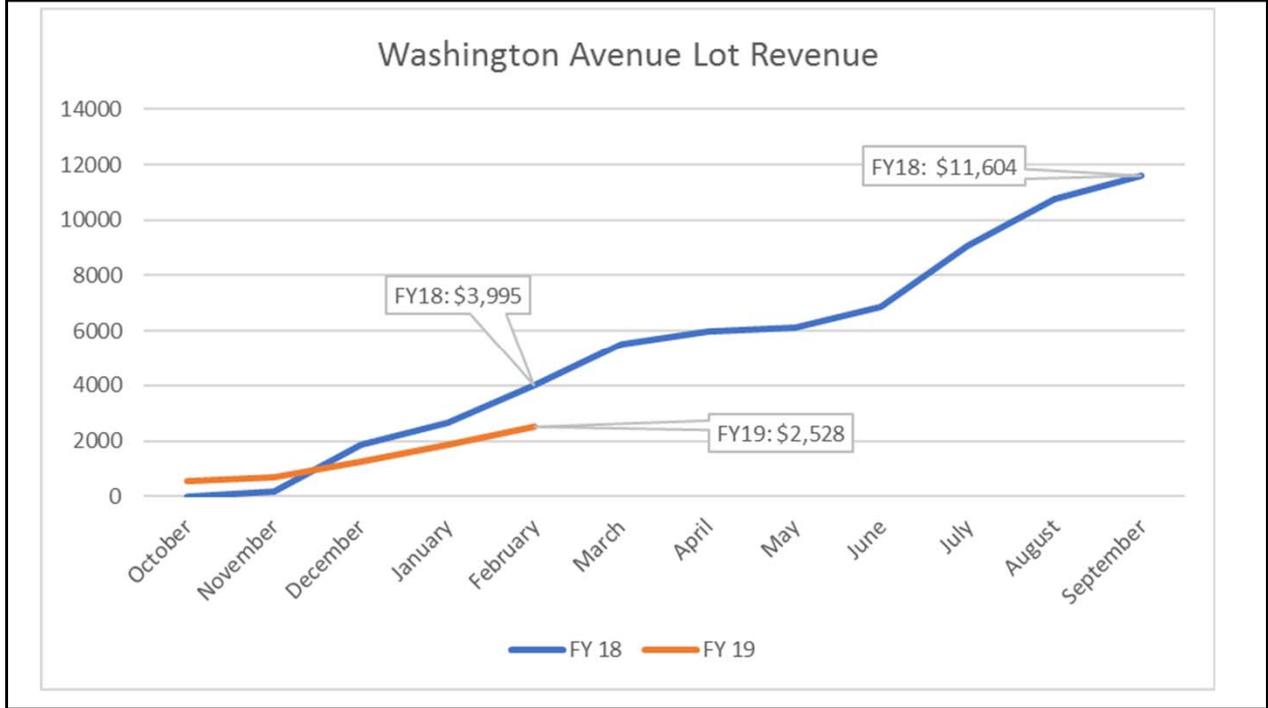


The Wastewater Fund revenues are up \$808,600 (95.2%) FYTD. This increase is driven by two factors: (1) Wastewater rate increases included in the FY 19 budget which have added approximately \$193,924 FYTD; and (2) increased reimbursements from the Sun Valley Water and Sewer District related to the Headworks project which have added approximately \$610,510 in revenues FYTD.



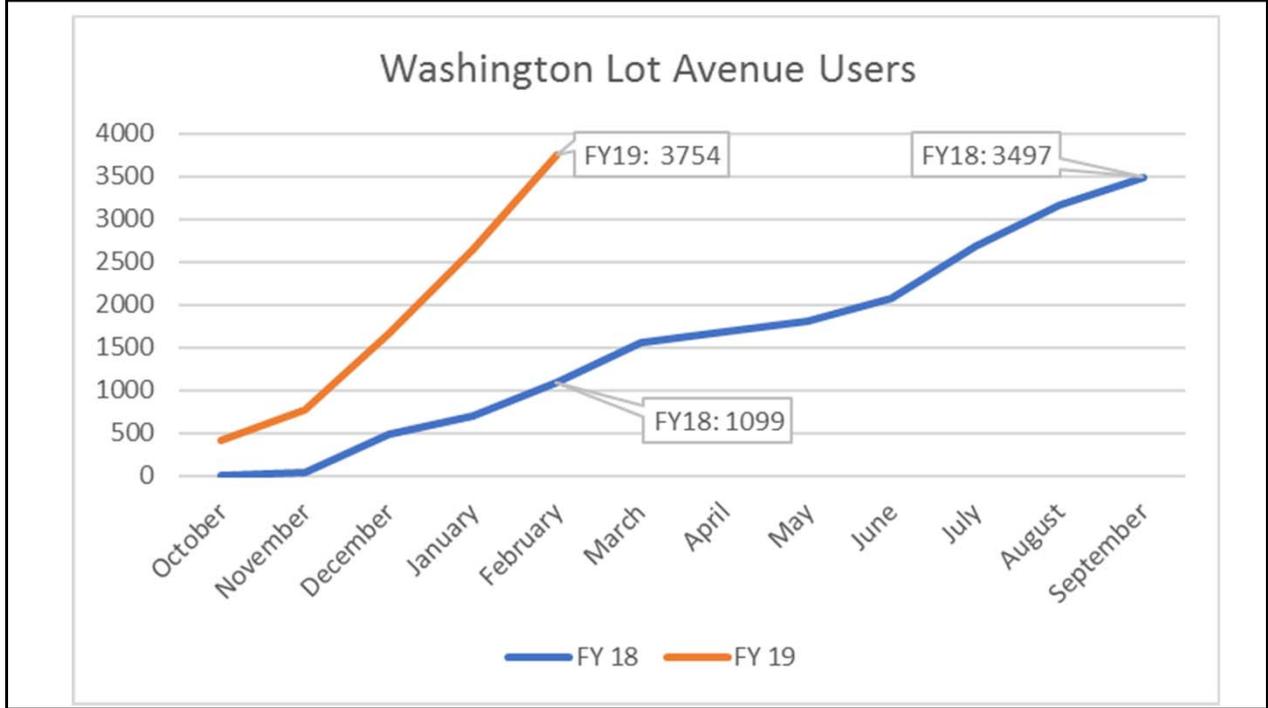
The Wastewater Fund expenditures are down approximately \$342,253 (26.1%) FYTD. The decrease is largely due to the level of timing of transfers for the Headworks project.

**Off-Street Parking Lots**



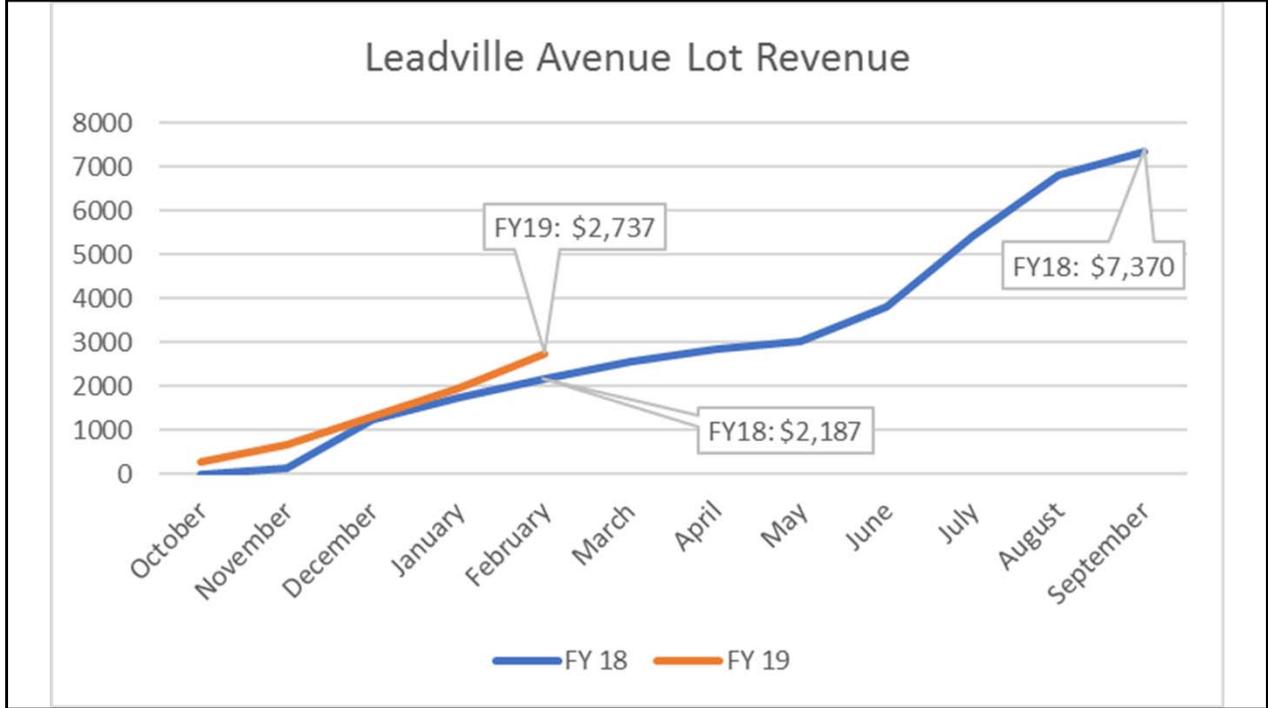
In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$1,467 (36.7%) relative to the prior year. The institution of three hours of free parking per user per day has resulted in a decrease in the average revenue per user.

It is important to note that the Washington Avenue Lot was not a paid lot until November 17, 2017.



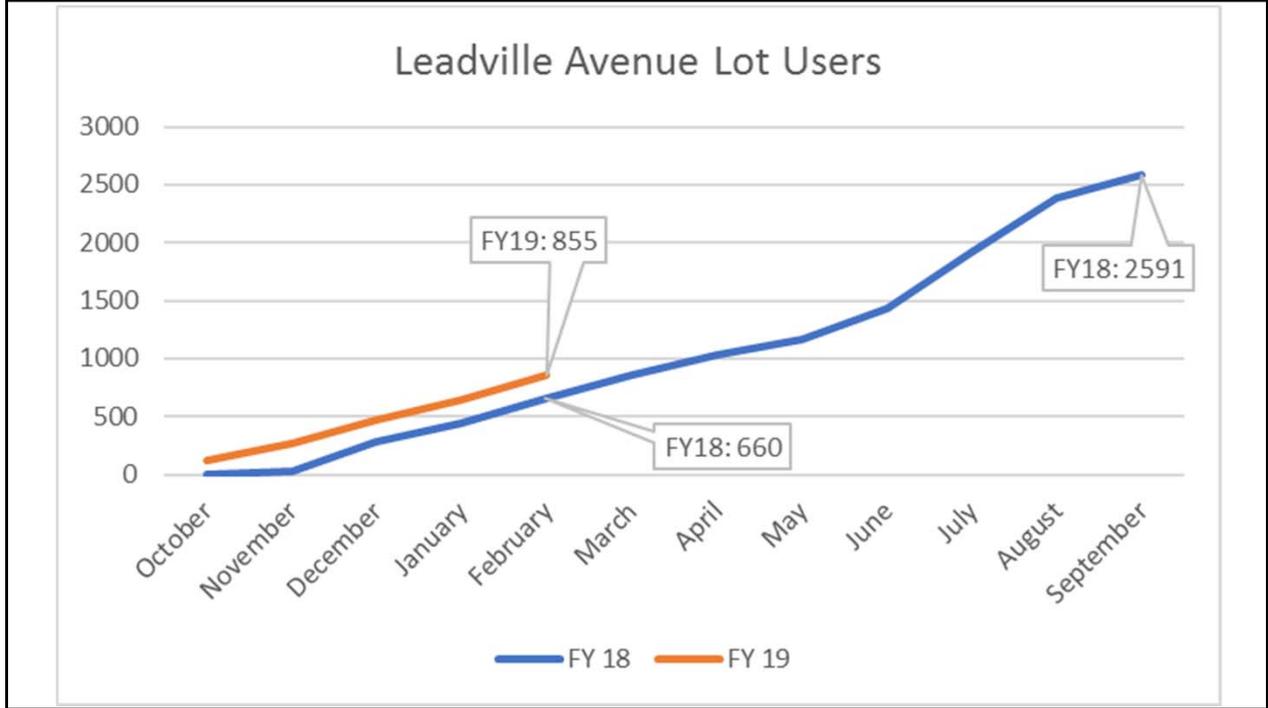
In the fiscal year to date, the number of transactions registered at the Washington Avenue parking lot is up 2655 (241.6%) relative to the prior year. The institution of three hours of free parking per user per day has likely encouraged greater utilization of the lot.

It is important to note that the Washington Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



In the fiscal year to date, revenues at the Leadville Avenue parking lot are up \$550 (25.1%) relative to the prior year. The average revenue per user has decreased as a result of modifications to the fee structure.

It is important to note that the Leadville Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



In the fiscal year to date, the number of transactions registered at the Leadville Avenue parking lot is up 195 (29.5%) relative to the prior year. It is important to note that the Leadville Avenue Lot was not a paid lot until November 17, 2017, so FY 19 benefits from an additional 1.5 months of measured usage.



## City of Ketchum

March 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors

### **Recommendation to Approve Contract 20316 with Canyon Excavation LLC for Ketchum Springs Water System Conversion, Phase 2**

#### Recommendation and Summary

Staff recommends Council approve contract #20316 with Canyon Excavation LLC for phase 2 of the Ketchum Springs Water system conversion and adopt the following motion:

I move to enter into contract #20316 in the amount of \$255,307.50 with Canyon Excavation LLC for phase 2 of the Ketchum Springs Water system conversion project and also assign a 20% contingency to the contract.

The reasons for the recommendation are as follows:

- The City is currently served by two water systems. The newer municipal system and the Ketchum Springs Water system (KSW). The KSW mains were installed in the 1960's and the lines are failing and require continuous maintenance.
- Last year's conversion during phase I resulted in abandonment of approximately 2,100 lineal feet of KSW line and a reduction of approximately 100 gallons per minute in water pumped.
- A competitive procurement was conducted for phase 2 and the City received two responsive and responsible bids for the phase 2 work which will abandon approximately 5,400 lineal feet of KSW line.

#### Introduction and History

On December 3, 2018, the Ketchum City Council authorized Galena Engineering to design the plans and specifications for phase 2 of the abandonment of the public portion of the KSW. This phase consists of sections 3B, 4, and 5 which contain approximately 39 properties, including several multifamily properties. The phase 2 project area includes all KSW accounts West of Main Street and South of Sun Valley Road. Additionally, there are also 6 properties between Sun Valley Road and 6<sup>th</sup> Street between Washington and First Avenues.

Upon conclusion of the work, property owners will be required to make connection to the installed water meter vaults by September 15, 2019, to maintain water service. At that time Water Division personnel will turn off the supply for this section of the Ketchum Spring Water system, abandoning approximately 5,400 feet of line.

Analysis

Per Idaho public works construction bidding procedures, this project was formally bid and noticed. Bid notices were published in the Idaho Mountain Express on Wednesday February 13 and 20, 2019. Bid documents were posted online on the City of Ketchum’s website. In addition, the City Water Supervisor and City Engineer directly contacted local contractors in the Wood River Valley to inform them of the project.

An optional Pre-bid walk was held on Friday March 1, 2019. In total 2 contractors attended the meeting as well as the City Engineer and Water Department staff.

Bids were opened and read outload on Wednesday March 6, 2019. The City received 2 responsive and responsible bids for sections 3B, 4, and 5 as summarized below:

<b>Bidder/Contractor</b>	<b>Bid Amount</b>	<b>Total</b>
Canyon Excavation LLC	\$255,307.50	\$255,307.50
Lunceford Excavation LLC	\$330.875.50	\$330.875.50

The contractor will provide all the necessary materials, labor and equipment to complete the project with the exception of city procured meter vaults which are estimated to cost approximately \$43,275 and will be purchased under separate contract. The completion date targeted for this phase is August 30, 2019.

Financial Impact

This phase will be funded from the Water Department’s Capital Improvement fund. In FY 19, \$160,000 was appropriated for the KSW phase 2 work. These funds will be combined with approximately \$100,000 unexpended in phase 1 last fiscal year to fund phase 2. Delayed replacement of a Water Department plow truck, funded in the FY 19 budget, will provide the contingency funds. The appropriation of funds unexpended in FY 18 will be accomplished via a subsequent budget amendment.

Attachments:

Attachment A – Contract 20316

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Ketchum, Idaho, hereinafter called "OWNER" and CANYON EXCAVATION LLC, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: **KETCHUM SPRING WATER LINE CONVERSION- SECTIONS 3A, 3B, 4, & 5.** (Section 3A removed from contract)
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on April 1, 2019 and will complete the same by August 30, 2019, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

**\$255,307.50**

as shown in the BID PROPOSAL-SCHEDULE OF ITEMS AND PRICES.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- 5.01 INSTRUCTIONS TO BIDDERS
- 5.02 BID
- 5.03 BID BOND
- 5.04 BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES
- 5.05 LISTING OF SUBCONTRACTORS
- 5.06 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR
- 5.07 AGREEMENT
- 5.08 PAYMENT BOND
- 5.09 PERFORMANCE BOND
- 5.10 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR
- 5.11 STANDARD FORMS
- 5.12 GENERAL CONDITIONS
- 5.13 CONSTRUCTION DRAWINGS dated: February 8, 2019
- 5.14 SUPPLEMENTAL SPECIFICATIONS dated: February 8, 2019
- 5.15 ISPWC SPECIFICATIONS
- 5.16 CITY OF KETCHUM STANDARDS

6. *Retainage.* The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released up Certification of Substantial Completion.

7. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred dollars (\$100.00)** for each day that expires after the time specified in paragraph 3 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the time specified in paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Fifty dollars (\$50.00)** for each day that expires after the time specified in paragraph 3 for completion and readiness for final payment.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF KETCHUM, IDAHO

BY: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL) ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

CONTRACTOR: CANYON EXCAVATION LLC

\_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL) ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_



## City of Ketchum

March 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Road Closure for Rotary Brewfest**

#### Recommendation and Summary

Staff is recommending Council to approve the following road closure for the Rotary Brewfest.

#### **East Avenue between Sun Valley Road and 4<sup>th</sup> Street**

Rotary Brewfest, Saturday, June 15, 2019 from 7:00 a.m. to 8:30 p.m.

***"I move to approve the street closure request for the Rotary Brewfest."***

The reasons for the recommendation are as follows:

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

#### Introduction and History

Council approved the following designated locations for street closures. Each location has a user fee of \$100 per event.

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

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

Rotary Brewfest is returning event with no change in location.

#### Financial Impact

Rotary Brewfest application fee has been paid and includes \$500 for the road closure.



## City of Ketchum

March 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #20322 with Ballet Idaho**

#### Recommendation and Summary

Staff is recommending City Council approve Contract #20322, with Ballet Idaho for a dance performance at the Ketchum Arts Commission (KAC) performance art event.

***“I move to approve Contract #20322 with Ballet Idaho for the Ketchum Arts Commission performance art event.”***

The reasons for the recommendation are as follows:

- Performance Art is a project of the Ketchum Arts Commission.
- This is the Arts Commission’s fifth Performance Art show.
- KAC’s mission statement includes celebrating the arts through performance.

#### Introduction and History

The Ketchum Arts Commission performance art projects included Michael Marlin (juggler), Idaho Dance Theatre and LED. This year, KAC plans to bring Ballet Idaho to perform a forty-minute dance performance in Ketchum Town Square on Saturday, August 3, 2019.

Ballet Idaho has been performing in Idaho since 1972. It is the only professional ballet company in Idaho, Montana or Wyoming and provides important artistic opportunities and experiences that greatly enrich the creative vitality of the Idaho community. It’s vision is to “... provide beautiful, expressive ballet that is inspirational to all communities in Idaho.”

#### Financial Impact

There is no new financial requirement/impact for this contract. All costs will be funded through the FY19 Ketchum Arts Commission budget.

Attachments:  
Contract #20322



City of Ketchum

## INDEPENDENT CONTRACTOR AGREEMENT #20322 WITH BALLET IDAHO

THIS AGREEMENT made and entered this \_\_\_ day of \_\_\_\_ 2019, by and between the CITY OF KETCHUM, IDAHO, P.O. Box 2315, 480 East Ave. N. Ketchum, Idaho 83340, a municipal corporation (hereinafter referred to as "City"), and BALLET IDAHO, 501 South 8<sup>th</sup> St., Boise, Idaho 83702 (hereinafter referred to as "Contractor").

### FINDINGS

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Pursuant to Idaho Code §50-301 and §50-302, The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
3. Contractor desires to enter into an Agreement with the City to provide such services consistent with the terms and conditions below.

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

1. **Description of Services.** Contractor will provide a forty-minute dance performance, with a minimum of three (3) to five (5) dancers, in Ketchum Town Square, on Saturday, August 3, beginning at 6:30 p.m. Music is the choice of the dance artists for this free performance, open to the public and appropriate for all ages.

City will provide sound, stage, sound engineer (if necessary), marley dance covering (concrete pavers under), one- to two-room accommodations for one night, \$125 per diem and travel reimbursement for fuel.

City will include the Ballet Idaho logo on all promotional materials, including newspaper, website, social media and other applicable media promotions. Contractor may provide artwork and photos for promotions run by the City; however, City is not required to use the materials.

2. **Payment for Services.** In exchange for the Services, City shall pay Contractor a fee of Three Thousand Dollars (\$3,000) no later than end of performance on Saturday, August 3, 2019. City and Contractor reserve the right to terminate this agreement within sixty (60) days of the performance, in writing, with no penalty.
3. **Independent Contractor.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The Contractor is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers' Compensation

Laws, and Contractor shall assume all liabilities and obligations imposed by any one or more of such laws. Contractor shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.

4. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.
5. **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.
6. **Insurance.** Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy in the minimum amount of \$500,000 which shall name and protect Contractor, all of Contractor's employees, and protect 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 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.

The City and Contractor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

7. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
8. **Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**BALLET IDAHO**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Garrett Anderson, Artistic Director

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk



## City of Ketchum

March 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Authorize Mayor to Sign the Amended Warfield Exceedance Agreement (new Contract #20321)**

#### Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to authorize the Mayor to sign the Amended Warfield Exceedance Agreement Contract #20321, which will replace previous Contract #s 20193 and #20311

The reasons for the recommendation are as follows:

- The original Exceedance Agreement Contract between Warfield and the City was based on a 7,555 SF addition and a fee of \$109,004 (contract #20193), which increased to 7,674 SF and a fee of \$114,002 (contract #20311).
- Value engineering for the project has led to the two residential units on the upper level being removed from the building program, which results in a reduction of 1,540 SF and a revised in lieu housing fee payment to the city of \$56,401 at the time of certificate of occupancy.
- This revised contract agreement will replace the previous two agreements. The Applicant agrees with the proposed edits and proposes to sign the amended agreement.

#### Introduction and History

The project has received various city approvals and is currently under construction.

#### Financial Impact

A contribution of \$56,401 to the city's in lieu housing fund will result once a certificate of occupancy is issued for the project.

#### Attachments

- Amended Warfield Exceedance Agreement (Contract #20321)

**FAR EXCEEDANCE  
AGREEMENT**

**Parties:**

City of Ketchum	"City"	P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho, 83340
San Antonio Center, LLC	"Owner"	Mailing: PO Box 2759, Ketchum ID 83340  Physical Address: 280 N. Main Street (Ketchum Townsite: Block 3: Lot 3AA)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and San Antonio Center, LLC, a property owner in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

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

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to

accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an aware of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 4<sup>TH</sup> DAY OF FEBRUARY, 2019.

Developer

City of Ketchum, Idaho

\_\_\_\_\_  
Alexander R. Buck, Manager  
San Antonio Center, LLC

\_\_\_\_\_  
Neil Bradshaw, Mayor

Attest:

\_\_\_\_\_  
Robin Crotty, City Clerk

Exhibit A

**17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:**

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

**B. Inclusionary Housing Incentive:**

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
  - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
  - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the

calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

- c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.
- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
- (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
  - (2) Payment of an in lieu fee; or
  - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
- (1) Land conveyance to the city;
  - (2) Existing housing unit buy down or mortgage buy down; or

**(3) Other proposals and options as approved by the city council.**

**3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)**

**Exhibit B**

**EXCEEDANCE AGREEMENT COMPLIANCE**

**PROJECT:** Warfield Distillery & Ale House Expansion Project

**FILE NUMBER:** 18-069

**OWNER:** San Antonio Center, LLC

**REPRESENTATIVE:** Gretchen Wagner, AIA, Scape Design Studio

**REQUEST:** Design Review of a 6,134 sq ft addition to the existing Warfield Distillery & Ale House. The addition will include an expansion of the distillery operations, a new tasting room, sales space, and two residential units on the upper level.

**LOCATION:** 280 N. Main Street (Ketchum Townsite: Block 3: Lot 3AA)

**ZONING:** Community Core Retail Core Sub-district (CC-A)

**BACKGROUND:**

1. The applicant is proposing to construct a 6,134 sq ft addition to the existing Warfield Distillery & Ale House. The addition will include an expansion of the distillery operations, a new tasting room, and sales space.
2. The site is located at 280 N. Main Street (Ketchum Townsite: Block 3: Lot 3AA). Subject Lot 3AA is 9,186 sq ft, which complies with the 5,500 sq ft minimum lot area required in the CC Zoning District.
3. The subject property is located in the Retail Core Sub-district of the Community Core (CC-A).
4. The existing building and proposed addition will have a total area of 10,580 gross square feet, with a Floor Area Ratio (FAR) of 1.152 (10,580 sq ft/9,186 sq ft lot area).
5. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
6. The Planning and Zoning Commission approved the Design Review application (18-069) for Warfield Distillery & Ale House Expansion project on June 11<sup>th</sup>, 2018. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

**Table 1. EXCEEDANCE ANALYSIS**

Yes	No	N/A	Regulation	City Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	<b>Floor Area Ratios and Community Housing</b>
				<p>The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p><b>Permitted in Community Core Sub-district A (CC-A)</b>  <b>Permitted Gross FAR: 1.0</b>  <b>Permitted Gross FAR with Inclusionary Housing Incentive: 2.25</b></p> <p><b>Proposed FAR: 1.152 (10,580 sq ft/9,186 sq ft lot area)</b></p> <p><b>Total Gross Floor Area</b>            FLOOR AREA, GROSS (Ketchum City Code §17.08.020): The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor only, and fifty percent (50%) of atriums over eighteen feet (18') plate height, but not including basements, underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three (3) or more sides by building walls are included. Four (4) parking stalls for developments on single Ketchum town site lots of five thousand six hundred (5,600) square feet in size or less are not included in the gross floor area calculation.  <b>Total Gross Floor Area: 10,580 sq ft</b></p> <p><b>Inclusionary Housing Incentive</b>  <b>Community Housing Contribution:</b> The applicant shall provide <b>237 square feet</b> of community housing either on-site or elsewhere within the City of Ketchum or pay a <b>\$56,401</b> fee in-lieu.           <ul style="list-style-type: none"> <li>• Increase in sq ft above FAR = 1,394 sq ft (10,580 sq ft– 9,186 sq ft)</li> <li>• 20% of CH incentive to be deed restricted or pay fee in lieu: 278.8 sq ft: (1,394 sq ft x .20 = 278.8 sq ft)</li> <li>• Reduced by 15% to account for circulation, mechanical, etc.: 237 sq ft: (278.8 sq ft x .85 = 237 sq ft)</li> </ul> </p> <p><b>WARFIELD PROPOSAL</b> Warfield Distillery, LLC and Warfield Brewing Company, LLC (Collectively, “Warfield”) and the Building Owner propose to pay the required in-lieu fee of \$56,401 concurrent with city issuance of Certificate of Occupancy.</p>



## City of Ketchum

March 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Adopt Resolution 19-007 Making Findings Declaring Intent to Sell Certain Real Property at Lots 7 and 8, Block 6, Ketchum Township (6<sup>th</sup> and Leadville)**

#### Recommendation and Summary

Staff is recommending the council adopt the attached resolution declaring the City's intention to sell the property at 6<sup>th</sup> and Leadville and adopt the following motion:

I move to adopt Resolution 19-007

The reasons for the recommendation are as follows:

- In order for the city to sell property, there is a two-step process, the city must first adopt a resolution declaring its intent to sell the property and then conduct a public hearing at a subsequent meeting.
- For the city to move forward with selling the 6<sup>th</sup> and Leadville property, the city must first adopt the attached resolution.
- Based on the findings, the site is determined to be underutilized.

#### Introduction and History

Under Section 50-1402 of the Idaho Code, whenever the city council proposes to convey, exchange or offer for sale any real property, it shall first declare the value or minimum price, if any, it intends to receive as a result of such conveyance or exchange. This is done by adopting a resolution declaring intent to sell the property.

Following approval of the declaration of intent to sell or exchange real property, the city clerk must publish a summary of the action taken by the city council in the newspaper and provide notice of a public hearing before the city council. Notice of the public hearing concerning the proposed exchange or conveyance shall be published in the newspaper at least fourteen (14) days prior to the date of the hearing. The hearing for this matter will be scheduled for April 15, 2019.

Following the hearing, should the City Council decide to sell the property, an auction will be held to solicit offers. The minimum offer is proposed to be set at \$1,485,000, the August 1, 2018 appraised value of the property. The City Council would review the offers and decide the successful buyer. A purchase and sale agreement would return to the City Council for approval.

#### Analysis

The City Council has the power and authority pursuant to Idaho Code Section 50-1401 to sell, exchange or convey, any real property owned by the City which is underutilized or which is not used for public purposes.

The 6<sup>th</sup> and Leadville property has been identified as a site for the development of workforce housing. While the site is currently being used for surface parking, the parking is a short-term use based on the underutilization of the parking. During the period of October 2017 to September 2018, parking utilization was between 0.4% to 33.2%. For nine months during this period, utilization was below 15%.

The City issued a Request for Proposal (RFP) in 2018 for development of workforce housing on the site, the RFP included options such as a land exchange for community housing. Two proposals were submitted, one for housing development on the site and one for a land exchange. Due to the size and configuration of the site, the proposal for development consisted of 28 units targeted at 60%-140% of Blaine County average median income levels. The land exchange proposal offered an alternative site that could accommodate between 45-80 deed restricted units targeted at 30%-120% of Blaine County average median income levels.

The RFP proposal for development on the site illustrated the limitations of using the site for workforce housing. Based on the RFP process, the City Council concluded the site is not an ideal property for pursuing the City's workforce housing goals.

Based on the underutilization of parking and the limitations for development of workforce housing on the site, the City Council can determine the site to be underutilized and the public interest better served by a sale and alternative use of the proceeds to further the housing goals of the City.

#### Financial Impact

The adoption of the proposed resolution will not result in a financial impact at this time.

Attachment:

Proposed Resolution 19-007

CITY OF KETCHUM

RESOLUTION 19-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM MAKING FINDINGS; DECLARING INTENT TO SELL CERTAIN REAL PROPERTY; DECLARING IT IS IN THE BEST INTEREST OF THE CITY TO SELL CERTAIN REAL PROPERTY; DECLARING MINIMUM VALUE; AND DIRECTING THE CLERK TO PUBLISH NOTICE OF THIS ACTION AND TO SET A PUBLIC HEARING ON THE INTENT TO SELL CERTAIN REAL PROPERTY.

**SECTION 1: FINDINGS**

- 1.1** The City of Ketchum was duly formed and exists under and by virtue of Article XII of the Constitution of the State of Idaho and Title 50 of Idaho Code.
- 1.2** The City owns the real property described as Lots 7 and 8 Block 6 of the Ketchum Townsite, known as 6<sup>th</sup> and Leadville hereinafter referred to as "Real Property."
- 1.3** The City Council has the power and authority pursuant to Idaho Code Section 50-1401 to sell, exchange or convey, any real property owned by the City which is underutilized or which is not used for public purposes.
- 1.4** The Real Property has been identified as a site for the development of workforce housing. While the site is currently being used for surface parking, parking on the site is a short-term use based on the underutilization of the parking. During the period of October 2017 to September 2018, parking utilization on the site was between 0.4% to 33.2%. For nine months during this period, utilization was below 15%.
- 1.5** The City issued a Request for Proposal (RFP) in 2018 for development of workforce housing on the Real Property, the RFP included options such as a land exchange for community housing. Two proposals were submitted, one for housing development on the Real Property and one for a land exchange. Due to the size and configuration of the Real Property, the proposal for development consisted of 28 units targeted at 60%-140% of Blaine County average median income levels. The land exchange proposal offered an alternative site that could accommodate between 45-80 deed restricted units targeted at 30%-120% of Blaine County average median income levels.
- 1.6** The RFP proposal for development on the Real Property illustrated the limitations of using the site for workforce housing. Based on the RFP process, the City Council concluded the Real Property is not an ideal site for pursuing the City's workforce housing goals.
- 1.7** Parking on the Real Property is underutilized, and through the RFP process, development of workforce housing is constrained. The City Council finds that the parking and workforce housing goals of the City can be better served by selling the property and using the proceeds to develop workforce housing at an alternative location.

- 1.8 Chapter 14 of Title 50 Idaho Code prescribes a procedure to be followed regarding the disposition of city real property.
- 1.9 The Real Property was appraised by Sun Valley Appraisal Company, Kyle T. Kunz, CGA-2090, as set forth in his report with an appraisal effective date of August 1, 2018 and a value of \$1,485,000. Mr. Kyle Kunz is a duly licensed Real Estate Appraiser in the State of Idaho, and his report is found to be fair and reasonable; and
- 1.10 It is the intention of the City Council to consider sale of the Real Property and to set a public hearing on such; and the City Council directs the City Clerk to provide notice of such intention and of the public hearing.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ketchum that:

- 2.1. The City Council finds and declares that the Real Property is underutilized by the City; and declares the intent to sell said Real Property.
- 2.2. The City Council finds and declares the minimum price on the Real Property of \$1,485,000 as consideration for the proposed sale of the Real Property.
- 2.3. The City Council hereby sets a public hearing where any person may appear and show cause that a sale of the Real Property should or should not be made at a meeting of the City Council to be held on April 15, 2019 at 4:00 p.m. in the Council Chambers, Ketchum City Hall.
- 2.4. The City Clerk is directed to cause a summary of this action and notice of the public hearing to be published in the official newspaper not less than fourteen (14) days prior to the hearing.

**PASSED BY THE CITY COUNCIL** of the City of Ketchum, effective this 18th day of March 2019.

**APPROVED:**

Signed: \_\_\_\_\_  
Neil Bradshaw, Mayor

**ATTEST:**

By \_\_\_\_\_  
Robin Crotty, Interim City Clerk