



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

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Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="None"/>
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Attachments:

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**Warm Springs Preserve Long Term Stewardship  
AMENDMENT TO PARTNERSHIP AGREEMENT  
23-013A**

*Between the City of Ketchum and Wood River Land Trust*

Effective March 28, 2023, a Memorandum of Understanding (“MOU”) between the Wood River Land Trust Company, an Idaho Nonprofit Corporation (“WRLT”) and the City of Ketchum, a political subdivisions of the State of Idaho (“Ketchum”) was memorialized to establish initial roles and responsibilities between the two parties to implement the Warm Springs Preserve Master Plan. Since then, Ketchum and WRLT have been working together to plan and implement the restoration plan and public access amenities outlined in the Master Plan. This Amendment is made to enhance the existing MOU between Ketchum and WRLT regarding the long term stewardship and performance of the Warm Springs Preserve restoration and enhancement.

**1. Purpose**

The purpose of this Amendment is to maintain consistency with the 2023 MOU, but provide further clarity on the roles and responsibilities of both parties concerning the long-term stewardship, maintenance, and management of the Warm Springs Preserve, ensuring the success of restoration efforts and the upkeep of recreational amenities.

**2. Coordination**

Both parties agree to maintain open lines of communication to coordinate efforts, share resources, and address challenges collaboratively. Regular meetings shall be scheduled to discuss ongoing stewardship activities, maintenance needs, and any adjustments needed to this Amendment. At a minimum, the parties shall meet at least twice per year:

1. A Spring meeting will focus on coordination needed to implement improvements, repairs, or maintenance needed at the Preserve in the upcoming field season.
2. A Fall meeting will focus on reviewing activities from the prior field season and planning for next year: identifying improvements/maintenance needed, identifying funding needs, and coordinating leads and schedules for each item.

**3. Funding**

Ketchum and WRLT each hold donor restricted funds for use at Warm Springs Preserve. Each year, Ketchum and WRLT will jointly review funding needs at the Preserve and allocate funds according to annual priorities and specific restrictions of the funds. In general, each party shall seek to provide funding for the specific items outlined in Roles and Responsibilities below.

## 4. Roles and Responsibilities

### 4A. City of Ketchum:

Ketchum shall be responsible for maintaining the following amenities and services within the Warm Springs Preserve:

1. **Trail Maintenance:** Ensure ongoing maintenance of trails, including grading, clearing, and necessary repairs to uphold safety and accessibility.
2. **ADA Access:** Maintain and uphold ADA access in designated areas delineated in the Overall Site Plan (Exhibit A), ensuring compliance with accessibility standards.
3. **Dog Waste:** Implement and manage effective dog waste disposal systems to maintain cleanliness.
4. **Amenities Upkeep:** Ensure the cleanliness and function of bathrooms and other amenities within the preserve, including:
  - a. Welcome Building
  - b. Picnic Tables
  - c. Benches
  - d. Dog Water Stations
  - e. Trash Receptacles
  - f. Disc Golf Baskets
5. **Sign Maintenance:** Replace or maintain signage as needed to provide clear information to visitors regarding trails, rules, safety, and experiential or educational opportunities. WRLT reserves the right to provide input on sign content and aesthetics as it relates to the history or ecological significance of the Preserve and its stream, floodplain, or wetland restoration activities.
6. **Irrigation System Management:** Oversee the upkeep and management of the irrigation system. Success of the restoration planting components is a priority. Consistent with the 2023 MOU, once the new irrigation system is installed and restoration planting components are established, all saved water from the project will be devoted to increasing instream flows via the Idaho Water Bank or other wildlife and fishery benefits at the direction of WRLT.
7. **Outreach and Communication:** Manage outreach efforts, including social media updates regarding trail closures, natural conflicts (such as wildlife interactions or avalanche risks), and any other relevant communications. WRLT reserves the right to coordinate with Ketchum on similar communication opportunities.

*4.B Wood River Land Trust:*

Within the Restored Floodplain, Southern Floodplain, and Middle Terrace (outlined in Exhibit A), WRLT shall be responsible for the following stewardship activities:

1. **Planting, Seeding, and Replanting:** Implement and monitor planting or replanting efforts beyond the construction warranty period, to meet the minimum performance requirements outlined in applicable permits or grant criteria for the Warm Springs Preserve Stream Restoration and Irrigation Improvement Project. The maintenance period for the construction contractor begins after the date of final acceptance, as noted in the *Plants Construction Specifications* (Exhibit B) and *Turf and Grasses Construction Specifications* (Exhibit C).
2. **Weed Abatement:** Conduct weed abatement activities that may include chemical or mechanical removal of undesirable plant species as determined by the WRLT Stewardship Manager and in consultation with Blaine County Noxious Weeds Office. WRLT will continue weed abatement activities after: 1) the letter of final acceptance is approved by the Landscape Architect, and; 2) the maintenance period has been fulfilled. WRLT will notify Ketchum at least one week in advance of any chemical spraying activities.
3. **Maintenance of Stream Restoration Treatments:** Work with Ketchum to identify restoration maintenance needs, including but not limited to maintenance of stream restoration structures and sediment management, to ensure success of the restoration efforts. WRLT will provide funding for restoration maintenance (subject to available donor restricted funds). Ketchum will be the sponsor for all federal, state, and local permitting and will hold the construction contracts.
4. **Monitoring and Reporting:** Provide annual reports to Ketchum detailing progress on restoration performance, challenges faced, and any recommended adjustments to management strategies.

Effective Date

This Amendment shall be effective as of the date signed by both parties.

Although not an express agreement, merely an expression of anticipated or expected terms and conditions of a prospective agreement, all parties acknowledge and understand this is a

framework for such an agreement and an approximate and fair interpretation of the parties' understanding to this point in the process and time.

City of Ketchum

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[Name]  
[Title]  
[Date]

Wood River Land Trust

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[Name]  
[Title]  
[Date]

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