



City of Ketchum

March 7, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To approve Memorandum of Understanding (MOU) #22-001 with Wood River Land Trust related to Warm Springs Preserve Creek Restoration.

Recommendation and Summary

Staff is recommending the Council approve a MOU #22-001 with the Wood River Land Trust which outlines a future partnership related to the restoration of Warm Springs Creek.

"I move to approve MOU #22-001 with Wood River Land Trust for Warm Springs Creek Restoration."

Introduction and History

The city is completing the private fundraising campaign for both the acquisition (\$8 million) of the Warm Springs Preserve as well \$1 million to replace irrigation system, donor recognition (wall, benches, picnic tables), public restroom/maintenance facility and modest revegetation.

- As outlined since the start of the campaign, the City of Ketchum is committed to the following priorities for Warm Springs Preserve:
 - A passive park for open space in perpetuity
 - Off-leash dog access
 - Informal activities (i.e., frisbee golf, dog walking)
 - Informal gatherings (i.e., picnics)
 - Nordic trail
 - Public restroom
 - New irrigation system to preserve water/reduce maintenance costs
 - Restoration of riparian zone adjacent to Warm Springs Creek and its floodplain connector trail
 - The Wood River Land Trust, with its extensive experience and expertise, intends to partner with Ketchum to explore the restoration of this portion of the property. See the attached (draft) memorandum of understanding.

City staff is currently requesting proposals from professional design teams to complete the master plan for the preserve. The Land Trust has been asked to be a partner with the city during in the master planning process due to their expertise and track record of similar projects. Scope and proposed phasing for the master planning process is as follows:

- March 2022 – retain design team for Master Plan
- June – public launch event at Warm Springs Preserve
- Summer 2022 – conduct public engagement opportunities

- Implement the Master Plan in phases (funding dependent)
 - Phase I: Fall 2022 – donor recognition elements (donor wall, signage, benches)
 - Phase II: 2023 – public restroom/maintenance building, new irrigation system, and modest revegetation
 - Phase III: TBD – trail, flood/stream restoration

Should the master plan be approved by the city council and other regulatory agencies (Idaho Department of Water Resources, Army Core of Engineers) where required (creek restoration), the Land Trust would likely lead and assist with the funding of the implementation of the restoration efforts. Staff envisions future amendments with greater detail to this MOU based on how the project proceeds.

Financial Impact

There is no fiscal impact of the MOU.

Attachments

- MOU #22-001

MEMORANDUM OF UNDERSTANDING #22-001
City of Ketchum/Wood River Land Trust Company

Effective March _____, 2022, this Memorandum of Understanding (“MOU”) is between the Wood River Land Trust Company, an Idaho Nonprofit Corporation (“WRLT”) and the City of Ketchum, a political subdivision of the State of Idaho (“Ketchum”). This MOU is non-binding between the parties for the purpose of memorializing initial terms and conditions of a prospective agreement as of the effective date.

Ketchum has an option agreement with the owner of Blocks 2 through 8, Warm Springs Ranch Resort PUD Large Block Plat recorded as Blaine County, Idaho Instrument No. 576508 (the Property). Ketchum is in the process of exercising the option to purchase the Property. Approximately one mile of Warm Springs Creek (the Creek) runs through the Property. The Creek is no longer a natural water course resulting from straightening, filling and diking with riprap and heavy machinery. WRLT first developed plans for the Creek’s restoration in the Property in 2005, as part of a prior third-party effort to purchase the Property. In addition, WRLT has experience in working with third parties to plan and implement riparian, river and wetland restoration (i.e., the watercourse). Ketchum desires to work with WRLT to restore the Creek to a naturally functioning and sustainable watercourse that hopefully, will mitigate the potential for flooding and its impacts in the current unnatural Creek, improve habitat for native flora and fauna and provide community outdoor recreational opportunities.

As a result, WRLT and Ketchum memorialize the following:

- WRLT and Ketchum will collaborate on drafting a request for proposal to obtain services from third parties to master plan the restoration of the Creek and Property (the master plan);
- While Ketchum will be responsible for paying the master plan consultants costs and fees, Ketchum and WRLT will work together to choose those consultants and develop and finalize such consultants’ service agreements for such master plan;
- WRLT will assist consultants on the master plan by providing input from WRLT’s experience with watercourse restoration and allocating water to reduce water use necessary to restore and maintain the watercourse and Property;
- Once a master plan is developed and approved by Ketchum and WRLT, Ketchum will post the master plan on its website and hold public hearings to canvas and gather community input;
- Ketchum will obtain all necessary local, state and federal approval required by any master plan;
- Subject to available public and private funding; Ketchum agrees to implement the master plan ultimately approved by the public and all local, state, and federal agencies.

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. And, this MOU has been approved by at least a majority of a quorum of WRLT's board of directors, authorizing the below to sign for WRLT, and a sufficient vote of Ketchum's City Council authorizing the Mayor to sign for Ketchum. Once the terms and conditions in this MOU are either incorporated into an agreement between WRLT and Ketchum, the parties contemplate an additional MOU concerning implementation of the restoration components in this MOU.

Wood River Land Trust Company

By: _____

Its: _____

City of Ketchum

By: _____
Neil Bradshaw, Mayor

Attest: _____