



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- On March 7, 2022, the City Council approved a memorandum of understanding (MOU) which outlined coordination efforts between the city and the Land Trust during the development of the Master Plan.
- The partnership has been highly successful throughout the master planning process.
- The proposed new partnership agreement outlines proposed coordination roles throughout the current fundraising phase as well as implementation of the restoration work.

Sustainability Impact:

- The master plan will address the following elements:
- New irrigation system to assist with water efficiency
 - Revegetation of certain areas from water consumptive grasses to more native species
 - Stream restoration for assist with water quality and wildlife habitat
 - Flood conveyance improvements

Financial Impact:

<p>None OR Adequate funds exist in account:</p>	<p>The city currently has \$1 million in a city trust account from previous donations. The Land Trust has previously allocated \$500,000 for the project and is in discussions with donors regarding additional funds. The city will make application to the Bureau of Reclamation for a \$1,733,154 grant.</p>
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Attachments:

1. Partnership Agreement 23-013

Warm Springs Preserve Partnership Agreement 23-013
MEMORANDUM OF UNDERSTANDING
Between the City of Ketchum and Wood River Land Trust Company

Effective March 28, 2023, 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 seeks to establish roles and responsibilities between the two parties for the implementation of the Warm Springs Preserve Master Plan.

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:

Fundraising

- All restricted gifts WRLT receives towards the project will include 5% fee for administrative purposes. All restricted funds received by WRLT will be held in a restricted account. All restricted funds received by the City will be held in a "Trust Fund"
- All restricted funds received by the City will be held in a "Trust Fund" for lasting preservation and stewardship of the WSP. Should the City cease stewardship or maintenance obligations, "Trust Funds" could be transferred to WRLT to meet those obligations under a contract for services.
- WRLT agrees to fundraise for all of the river restoration components of the project
- Fundraising priority will be the river restoration components but if donors would like to fund other components WRLT will honor their request and coordinate with the City
- All new naming opportunities for trails, benches, etc. will be coordinated with the City
- If fundraising goals are met to fund river restoration components WRLT reserves the right to use additional funds for maintenance of river restoration components post-construction, environmental monitoring of the project, staff time restricted to the project, and additional off-site projects that would benefit the Warm Springs Preserve.
- WRLT will commit staff time to apply for grants with a focus on river restoration components. If grants allow other project components WRLT staff will include them in the application

Management

- All signage will have both the City and WRLT logos and will be themed around joint collaboration
- WRLT is allowed representation at the annual fundraising event at the preserve
- In the future, if the City no longer wants to have the annual event WRLT reserves the right, not the obligation to hold the annual event to solely benefit the preserve
- WRLT will assist financially with weed management of the preserve

- WRLT is guaranteed access to all monitoring activities of the river restoration components and river health and will share all information/data with the city
- WRLT reserves the right to lead project tours and use this project in future media postings and educational outreach
- 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 the WRLT
- The City will be the sponsor for all federal, state, and local permitting, and WRLT will be the lead in developing the applications
- WRLT will provide the staffing necessary to supervise the construction of the river restoration component
- WRLT and the City will coordinate public outreach language and materials regarding construction activities of the project

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.

Wood River Land Trust Company

By: _____

Its: _____

City of Ketchum

By: _____
Neil Bradshaw, Mayor

Attest: _____