

CITY COUNCIL CALENDAR OF THE CITY OF KETCHUM, IDAHO

Monday, October 17, 2011, beginning at 5:30 p.m.

480 East Avenue, North, Ketchum, Idaho

Approximate starting time for each agenda item is indicated at left.



- 5:30 1. CALL TO ORDER
- 5:30 2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
- 5:40 a) Sun Valley Marketing Alliance Quarterly Update (A joint meeting with the Sun Valley City Council). Tab 1
- 6:20 b) 50th Anniversary of the City of Ketchum - Mayoral Proclamation. Tab 2
- 6:30 c) Red Ribbon Week - Mayoral Proclamation. Tab 3
- 6:40 d) Domestic Violence Awareness Month - Mayoral Proclamation. Tab 4
3. COMMUNICATIONS FROM THE PUBLIC.
- 6:50 a) Communications from the public.
- 7:05 4. COMMUNICATIONS FROM THE PRESS.
5. CONTRACTS AND AGREEMENTS.
- 7:10 a) Contract for Services with Crist & Sons Construction for Roofing Services at the Wastewater Treatment Plant - Steve Hansen, Utilities Department Manager. Tab 5
6. COMMUNITY PLANNING AND DEVELOPMENT.
- 7:20 a) Report on the 2012 Comprehensive Plan Project - Joyce Allgaier, Planning Manager. Tab 6
- 7:45 b) Request from Highmark Investments to amend the 2010 Bald Mountain Lodge Development Agreement - Lisa Horowitz, Community and Economic Development Director. Tab 7
- 8:30 7. CONSENT CALENDAR. Tab 8
- a) Approval of minutes from the October 3, 2011 Council meeting.
- b) Recommendation to approve current bills and payroll summary.
- c) Approval of 2011-2012 beer & wine licenses.
8. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).
9. ADJOURNMENT.

Any person needing special accommodations to participate in the above noticed meeting should contact the City of Ketchum three days prior to the meeting at (208) 726-3841.

This agenda is subject to revisions and additions. NOTE: 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 (208) 726-3841.

Check out our website: www.ketchumidaho.org.

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 12, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

October 17, 2011 City Council Agenda Report

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

2. COMMUNICATIONS FROM MAYOR AND COUNCIL.

- a) Sun Valley Marketing Alliance Quarterly Update (A joint meeting with the Sun Valley City Council).

Pursuant to the agreement between the Cities of Ketchum and Sun Valley and the Sun Valley Marketing Alliance (SVMA), the SVMA will provide a quarterly update to both City Councils at the October 17th Ketchum City Council meeting. A brief staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: There are no recommendations at this time.

RECOMMENDED MOTION: None.

This is a legislative matter.

- b) 50th Anniversary of the City of Ketchum - Mayoral Proclamation.

Mayor Hall will proclaim 2011 as year of celebration of the City of Ketchum 50th Anniversary.

RECOMMENDATION: None.

This is an executive action.

- c) Red Ribbon Week - Mayoral Proclamation.

Mayor Hall will proclaim October 22nd – 30th as Red Ribbon Week to promote a drug-free America and to celebrate and support the Idaho Drug Free Youth.

RECOMMENDATION: None.

This is an executive action.

d) Domestic Violence Awareness Month - Mayoral Proclamation.

Mayor Hall will proclaim the month of October as Domestic Violence Awareness Month and to urge citizens to work together to eliminate domestic violence from the community.

RECOMMENDATION: None.

This is an executive action.

5. CONTRACTS AND AGREEMENTS.

a) Contract for Services with Crist & Sons Construction for Roofing Services at the Wastewater Treatment Plant - Steve Hansen, Utilities Department Manager.

A contract for services with Crist & Sons Construction for Roofing Services at the Wastewater Treatment Plant in an amount not to exceed \$16,903 has been included in the meeting packet for Council review along with a staff report from Steve Hansen. This project is part of the FY2011-12 Wastewater Department Capital Improvement Plan. Funding for the project was included in the FY2011-12 Wastewater Capital Improvement Fund Budget.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contract for services with Crist & Sons Construction for Roofing Services at the Wastewater Treatment Plant in an amount not to exceed \$16,903.

RECOMMENDED MOTION: "I move to approve the contract for services with Crist & Sons Construction for Roofing Services at the Wastewater Treatment Plant in an amount not to exceed \$16,903."

This is a legislative matter.

6. COMMUNITY PLANNING AND DEVELOPMENT.

a) Report on the 2012 Comprehensive Plan Project - Joyce Allgaier, Planning Manager.

Joyce Allgaier will update the City Council on preparations for the launch of the 2012 Comprehensive Plan Project. A detailed staff report from Joyce has been included in the packet for Council review.

RECOMMENDATION: This item is provided for informational purposes only. No actions are needed at this time.

RECOMMENDED MOTION: None.

This is an informational matter.

- b) Request from Highmark Investments to amend the 2010 Bald Mountain Lodge Development Agreement - Lisa Horowitz, Community and Economic Development Director.

Bald Mountain Lodge, LLC is seeking changes to the employee and community housing requirements of the Bald Mountain Lodge Development Agreement. A detailed staff report from Lisa Horowitz has been included in the packet for Council review along with a copy of the development agreement.

RECOMMENDATION: Staff respectfully recommends the City Council evaluate the request from Bald Mountain Lodge, LLC and provide direction to staff relevant to any appropriate amendments.

RECOMMENDED MOTION: None.

This is a quasi-judicial matter.

7. CONSENT AGENDA.

- a) Approval of minutes from the October 3, 2011 Council meeting.

Copies of the minutes from the October 3, 2011 Council meeting have been provided in the packet of Council review.

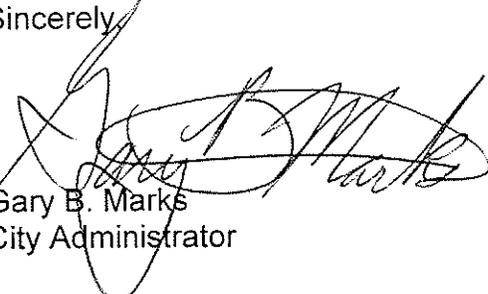
- b) Recommendation to approve current bills and payroll summary.

A list of bills for approval and the payroll summary have been included in the packet for Council review.

- c) Approval of the 2010-2011 Liquor, Beer & Wine License: See List.

Staff respectfully recommends approval of the list of 2011-2012 Liquor, Beer and Wine Licenses included in the packet.

Sincerely,



Gary B. Marks
City Administrator

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 11, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Sun Valley Marketing Alliance Quarterly Presentation

Introduction/History

The Sun Valley Marketing Alliance was formed in June, 2010. The Contract calls for quarterly updates at joint meetings of the Ketchum and Sun Valley City Councils. Ketchum is hosting the fall quarterly report. The City of Sun Valley has been invited to the meeting.

Current Report

The SVMA will be making a power point presentation to the two Councils.

Financial Requirement/Impact

A financial commitment of \$450,000 was allocated towards this contract for services in the 2011/2012 Ketchum municipal budget.

Recommendation

There is no recommended action for the City Council: this item is informational at this time.

Sincerely,

Lisa Horowitz
Community and Economic Development Director



PROCLAMATION
CITY OF KETCHUM 50TH ANNIVERSARY
OCTOBER 16, 2011

Whereas, Ketchum was created as a village on March 10, 1947 by the Blaine County Board of Commissioners; and

Whereas, on April 25, 1961 Ketchum had a population of 746 and the electors voted and adopted the proposition to organize the Village of Ketchum, as a City of the second class; and

Whereas, on October 16, 1961 Robert E. Smylie, Governor of the State of Idaho, proclaimed that Ketchum, Idaho, shall be a city of the Second Class; and

Whereas, Ketchum marks its 50th anniversary by celebrating its rich heritage in skiing, mining, the arts, railroading and shepherding traditions; and

Whereas, the City of Ketchum anticipates a future city that continues to appreciate the beauty of its natural environment; the livability of its community; and its active and involved citizens; and

Whereas, the City of Ketchum dedicates 2011 as a year of community-wide celebration to honor our past, celebrate our present and embrace our future;

Now, Therefore, Be It Resolved that I, Randy Hall, Mayor of the City of Ketchum, do hereby proclaim 2011 as a year of celebration of the City of Ketchum 50th Anniversary and I urge all citizens to join in this celebration.

Randy Hall,
Mayor, City of Ketchum

Attest:

Sandra E. Cady
City Treasurer/Clerk



Proclamation in Recognition of National Red Ribbon Week

Whereas, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use by developing youth; and

Whereas, there is hope in reducing youth drug and alcohol use, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

Whereas, local leaders in government and in the community know that the support of the people in our neighborhoods is the most effective tool we can have in efforts to reduce youth use of alcohol, tobacco, and other drugs; and

Whereas, success will not occur overnight, our patience and continued commitment to drug education and prevention is imperative; and

Whereas, the red ribbon was chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

Whereas, October 22-30th, 2011 has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free Nation by wearing a red ribbon and participating in drug-free activities during that week:

Now, Therefore. Be It Resolved that I, Randy Hall, do hereby proclaim October 22-30th, 2011, as Red Ribbon Week in Ketchum, Idaho and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to promote the Red Ribbon Celebration and a drug-free America, and particularly to celebrate and support our local Idaho Drug Free Youth.

Randy Hall
Mayor, City of Ketchum

**Proclamation for
DOMESTIC VIOLENCE AWARENESS MONTH:**

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, domestic violence is widespread and affects over 4 million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;

NOW, THEREFORE, I, Randy Hall, do hereby proclaim the month of October as **DOMESTIC VIOLENCE AWARENESS MONTH** and urge our citizens to work together to eliminate domestic violence from our community.

Randy Hall
Mayor, City of Ketchum

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 10, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation of Approval of a Contract for Services With Crist & Sons Construction

Introduction/History

The Wastewater Department Capital Improvement Plan project list for FY 2011-12 includes the re-roofing of the Administration and Shop building at the Wastewater Treatment Plant. The budgeted amount is \$18,376.00.

Current Report

The Utilities Department solicited proposals from contractors to perform this work, receiving two; one from Christ & Sons Contractors, Jerome, Idaho for the amount of \$16,903.00 and one from Professional Roofing, Hailey, Idaho for the amount of \$18,376.00. Both bidders hold current Idaho Public Works licenses.

Financial Requirement/Impact

The proposal we received from Christ & Sons Construction is the low bid and below the budgeted amount of \$18,376.00. Since this is a capital improvement project, the cost of the project would be shared equally by the Sun Valley Water and Sewer District and the City of Ketchum.

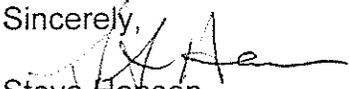
Recommendation

I respectfully recommend the City Council approve the contract for services with Christ & Sons Construction in the amount of \$16,903.00.

Recommended Motion:

"I move to approve the contract for services agreement with Christ & Sons Construction for the not to exceed amount of \$16,903.00. "

Sincerely,


Steve Hansen
Utilities Department Manager

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2011, by and between CITY OF KETCHUM, IDAHO and SUN VALLEY WATER AND SEWER DISTRICT (hereinafter referred to as "the Owner") and CRIST & SONS CONSTRUCTION. (hereinafter referred to as "the Contractor").

WHEREAS, pursuant to the terms and conditions of this Agreement, the Owner desires to engage the Contractor, and the Contractor desires to be engaged by the owner, to render certain professional services described hereinafter.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the Owner and the Contractor as follows:

1. Services To Be Rendered.

The Contractor hereby agrees to render and perform the following service to the Administration Buildings at the Wastewater Treatment Plant:

1. *Remove 4063 SF of rock ballast, Labor only.*
2. *Replace small areas of 2" foam insulation board that is deteriorated.*
3. *Install Dens- a-Dek board over foam.*
4. *Install 14" roll flashing onto roof decking and up under wall caps.*
5. *Install 4300 SF of EPDM 60 mil reinforcement onto roof.*

2. Consideration to Be Paid.

The Owner hereby agrees to pay the Contractor the sum not to exceed Sixteen Thousand Nine Hundred Three Dollars (\$16,903.00) as consideration for the performance of the services. That the Contractor is required to perform under Section 1; Services to Be Rendered. Contractor will send monthly statements for services and costs at the end of the month. If Contractor performs minimal services in a particular month; the Contractor may send a statement covering more than one month. Invoices will be paid following approval at the next City Council meeting provided the invoice has been submitted at least seven days prior to the meeting.

3. Modification of Services to Be Rendered.

The parties hereby agree that the Owner may request that the Contractor change, add to, or delete the services the Contractor is required to perform hereunder, provided that any such change, addition to or deletion of said services shall be evidenced in writing, which writing shall be first approved and signed by a duly authorized representative of the Owner and of the Contractor and shall set forth any additional modifications in the terms of this Agreement (including, but not limited to, the compensation to be paid to the Contractor hereunder) resulting from any such change, addition or deletion as may be mutually agreed to by the Owner and the Contractor.

4. Contractor's Performance of Services.

The Contractor shall use its best efforts to perform the services required of it hereunder and shall supervise and secure, at its sole expense, all employees, agents, contractors and other personnel required performing said services.

5. Duties of Owner.

All information, data and reports which the Contractor deems reasonably necessary for the performance of the services it is required to provide hereunder shall be furnished to the Contractor without charge by the Owner. The Owner shall also cooperate with the Contractor in every way possible as requested by the Contractor to aid it in the performance of the services to be rendered hereunder.

6. Term and Commencement.

The services that the Contractor is required to perform hereunder shall commence as soon as practicable after the execution of this Agreement by both parties. The Contractor shall perform said services in an expeditious manner and in such sequence as the Contractor and the Owner may determine.

7. Termination of Agreement.

Either party to this Agreement may terminate this Agreement for cause by giving the other party written notice of such termination, which written notice shall specify an effective date of such termination which shall be at least thirty (30) days after the receipt of such notice by the other party, unless a shorter period of time is mutually agreed to by the parties. In the event of such termination, each party shall perform its obligations under this Agreement up to such effective date, and as of said effective date the parties shall be discharged of any further obligation under this Agreement and this Agreement shall become null and void. In the event of any such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Contractor for the Owner under this Agreement shall become the joint property of the Owner and the Contractor, and both parties, without the consent of the other, shall be entitled to receive and retain copies of, and have access to, all such materials to the extent practicable.

8. Breach and Liquidated Damages.

In the event that either party materially breaches the provisions of this Agreement, the parties hereby agree that the non-breaching party will only be entitled to the following liquidated damages as a result of any such material breach:

a. If the Owner Materially Breaches. If the Owner materially breaches the provisions of this Agreement, the Contractor shall only be entitled to any and all of the unpaid balance of the consideration required to be paid by the Owner to the Contractor under the provisions of Paragraph 2 and/or 7 of this Agreement and hereby waives and releases the Owner from any and all other claims and remedies, including consequential and incidental damages, to which the Contractor may be entitled at law or in equity as a result of such a material breach.

The Contractor shall notify the Owner in writing of any alleged breach and give the Owner ten (10) days from the date of notification in which to cure the breach before proceeding under this paragraph.

b. If the Contractor Materially Breaches. If the Contractor materially breaches the provisions of this Agreement, the Owner shall only be entitled to the recovery of any and all of the consideration paid to the Contractor by the Owner under the provisions of Paragraph 2 of this Agreement and hereby waives and releases the Contractor from any and all other claims or remedies, including consequential and incidental damages, to which the Owner may be entitled at law or in equity as the result of such material breach. The Owner shall notify the Contractor in writing of any alleged breach and give the Contractor ten (10) days in which to cure the breach before proceeding under this paragraph. The Contractor, and not the Owner, shall be responsible for the acts of its own employees or agents in carrying out its functions under this Agreement. The Owner, and not the Contractor, shall be responsible for the acts of its own officers, employees or agents in carrying out its functions under this Agreement.

9. Contractor Is An Independent Contractor.

The parties hereby agree that the Contractor is an independent contractor, and not an employee of the City, and that nothing contained in this Agreement shall constitute or designate the Contractor or any of its employees, agents or contractors as employees of the Owner. Contractor is currently operating in the State of Idaho under Public Works License # RCE-1429/BBB Member and will maintain such license throughout the term of this contract.

10. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class mail, postage prepaid, to the respective parties at the respective addresses:

a. Owner. City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

b. Contractor. CRIST & SONS
CONTRACTOR
ATT: Kathleen Crist
2321 East 3300 South
Jerome, ID 83338

11. Modification.

No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing signed by both of the parties hereto.

12. Benefit. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DATE: _____ DATE: _____

CITY OF KETCHUM, IDAHO

SUN VALLEY WATER
AND SEWER DISTRICT

By: _____
Randy Hall, Mayor

By: _____

Attest: _____
Sandy Cady, City Clerk

Attest: _____

Date: 10-6-2011

CRIST & SONS CONTRACTOR

By: Kathleen Crist
Kathleen Crist

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 11, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

2012 Comprehensive Plan Project Update: "Planning Our Common Future"

Introduction/History

The City of Ketchum is embarking on the 2012 Ketchum Comprehensive Plan Project (hereinafter "Project"), a rewrite of the city's guiding land use and development document. The Project process will be called, "Planning Our Common Future" reinforcing the importance of community members being actively involved in the process and outcome of the plan rewrite; afterall, it is our COMMUNITY's plan. The comprehensive plan will provide a long-range vision for the community; it will include policies and goals, and provide an implementation road map of how to get there through strategies and actions.

The Ketchum Comprehensive Plan was last adopted in 2001 and is in need of update, considering the amount of change that has occurred over the last decade and the new circumstances communities find themselves in with the change in the national and state economy. These are good times for comprehensive planning as it allows communities to see themselves in a different light; when development is not pressing and the attributes and shortcomings of community seem more apparent. The comprehensive plan will also meet the requirements of the State of Idaho laws regarding community planning.

Highlights of "Planning Our Common Future"

The Project will kick off on October 26th with an all-community event featuring a dynamic guest speaker and an interactive "key pad polling" session for community participants. The event will be held from 6-8 p.m. at River Run Lodge in Ketchum. Chris Gates, will be our speaker and moderator after a welcome from Mayor Randy Hall. Chris Gates, is currently executive director of PACE, Philanthropy for Active Civic Engagement, prior to which, he was president of the National Civic League for 11 years. He comes with a wealth of involvement in local communities, specializing in civic engagement, good governance, and democratic practice. During his time with the NCL he advised hundreds of communities on their civic engagement strategies and led them through visioning and strategic planning processes. He also served as the Co-Director of the United States Healthy Communities Initiative. Chris Gates holds a Master of Public Administration degree from the Kennedy School of Government at Harvard University where he studied the interaction between public and private sectors, and received an honors degree in environmental economics from the University of Colorado. I have worked with Chris before and I think you will find him intelligent, engaging, and well-

suited to our first citizen participation event. (Please see the attached PACE short biography for Chris Gates.)

Chris has agreed to conduct a workshop on the morning of Thursday, October 27th for the Mayor, City Council, and Planning and Zoning Commission. The topic of discussion is still to be determined and staff would like to take suggestions from the Mayor and Council members regarding your preferences. Again, Chris Gates' area of expertise is in leadership development, public/private partnerships, community decision-making, and civic engagement.

Please see the attached "Save the Date" flyer and advertisement for "Planning Our Common Future" community event. The next couple of weeks will include as much advertising and outreach as possible to make people aware of the event. We have a full outreach strategy that includes advertising in the Mtn. Express and radio, an article in the upcoming City Newsletter, email blasts using the list serves/email databases of the City and other organizations, flyers, posters, and the City's FaceBook page. I encourage you to "talk up" the event, inform people about the importance of their involvement, and remind them of how much we value their participation in creating the community's plan for the future. This event will be interesting and interactive; the key pad polling technology is new to our community and will add a dimension of fun. I will forward the Mayor, Council, and Planning and Zoning Commission members electronic copies of flyers/announcements so you can personally invite community members and friends on your own.

Time line

The Project is a comprehensive and complex project that includes research, analysis, policy making, mapping, on-going citizen engagement, document production, and public hearing/adoption proceedings. It is expected to take between 18 months and two years to complete, with staff's goal being the shorter timeframe. Keeping the process shorter not only helps keep the community engaged and excited but also allows the Planning and Zoning Commission and staff to stay on task with decision-making and production. Staff will endeavor to keep high priority on the Project.

Budget

The City Council has adopted the FY 2011-2012 Budget that includes \$90,000 for the Project. You will recall at your budget retreat in August, staff discussed the need for funds for the Project in the next fiscal year. The attached bar graph calendar shows the anticipated expenditures over the life of the Project with key areas of spending.

Comprehensive Plan Advisory Group

The work program for the Project recommends a steering committee or advisory group for the development and writing of the comprehensive plan. The core members of the advisory group will be the Planning and Zoning Commission as the future planning of the community typically falls to the duties of that appointed commission. Additionally, staff has recommended and the Mayor has agreed, that it would be beneficial to have some additional community members to serve as community "touch stones" for the Project. We foresee the addition of 4-5 members of the community being asked to participate and be part of the advisory group, and include representation from the business community, building and/or development, second homeowners,

environmentalists, and a Council member. Please feel free to forward any suggestions for people who might like to engage at this level.

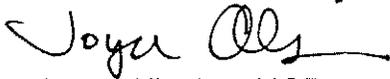
Financial Requirement/Impact

None at this time.

Recommendation

There is no recommended action for the City Council.

Sincerely,



Joyce Allgaier, AICP
Planning Manager



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CHRISTOPHER T. GATES

Chris Gates is a thought leader in the fields of democratic theory and practice and political and civic engagement. For the past three decades he has been a leading voice for examining and strengthening democratic processes and structures and developing new tools and approaches to both engagement and decision-making. Gates has been mentored by innovative reformers like John Gardner, Henry Cisneros, Bill Bradley, Terry Sanford and William Winter, and thus shares their commitment to a country full of communities where citizens are engaged and empowered to help all of us reach our individual and collective potential.

Gates currently serves as Executive Director of PACE, Philanthropy for Active Civic Engagement. PACE is an affinity group of the Council on Foundations and serves as a learning collaborative of American foundations that fund work in the fields of civic engagement, service and democratic practice. In this role Gates works within the philanthropic community to encourage conversation about how to strengthen democratic practice, with a particular emphasis on the role that information and social media can play in empowering citizens to become more engaged. Gates also speaks and teaches extensively around the country, and around the world, on the broad topics of civic engagement and democratic theory, including leadership training, community problem solving, political reform and democratic renewal.

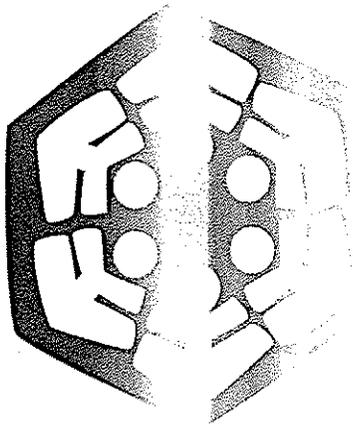
He previously served for eleven years as President of the National Civic League (NCL), America's oldest good government organization, founded in 1894 by Theodore Roosevelt. NCL helped create the field of public administration and was the originator of the council-manager form of local government. During his time at NCL he advised hundreds of communities on their civic engagement strategies and led them through visioning/strategic planning processes. While at NCL he also served as the Co-Director of the United States Healthy Communities Initiative.

Gates is an elected Fellow of the National Academy of Public Administration and serves on the board of Public Agenda. He has previously served on the boards of the Council for the Advancement of Citizenship, the California Center for Civic Renewal and INDEPENDENT SECTOR. He was a member of the Civic Engagement Working Group of the Obama-Biden campaign in 2008 and served as co-chair of the Saguaro Seminar, a research project based at Harvard's Kennedy School of Government working to find ways to build social capital in America.

Despite an intensive travel schedule, Gates is also very involved in his home communities of Denver, Colorado and Camden, Maine. In Colorado he is the founder and Chair Emeritus of the Colorado Institute for Leadership Training and a regular instructor in leadership training programs throughout the state. And in Maine he is an advisor to several non-profit organizations and local governments.

Gates received a Master of Public Administration degree from the Kennedy School of Government at Harvard University where he studied the interaction between the public and private sectors, and an honors degree in environmental economics from the University of Colorado. He has also studied political economics at the University of East Anglia in Norwich, England and was awarded an Honorary Doctor of Law degree by Elizabethtown College in 2006.

444 Sherman Street • Suite 200 • Denver • CO • 80203 • Tel 303-765-3410 • E-mail info@pacefunders.org



Planning Our Common Future

A Vibrant Community | A Vital Economy | A Healthy Environment

SAVE THE DATE - WED. OCTOBER 26TH

6 - 8 pm River Run Lodge Ketchum

HELP CREATE A PLAN FOR OUR COMMON FUTURE:

The 2012 Ketchum Comprehensive Plan* Process Begins!

Comprehensive Plan

A plan which turns the visions & values of a community into an outline for action.



City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 11, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Bald Mountain Lodge Development Agreement Amendment Request

Introduction/History

At its meeting of June 7, 2010, the City Council approved the Bald Mountain Lodge Planned Unit Development (PUD). This PUD is subject to the adoption of a development agreement, which contractually binds the parties to the Conditions of Approval developed by the Council for the project. The Council conducted a Public Hearing on the Development Agreement at the August 16 Council meeting, and adopted the Development Agreement on September 17, 2010 (Attachment 1 to this report).

Current Report

Attachment 2 to this report is a letter from Mike Kerby of Highmark LLC on behalf of Bald Mountain Lodge, LLC. The letter requests an extension to the deadline regarding the application for a building permit outlined in Section 8 of the Agreement. Section 8 provides for a full waiver of employee and community housing requirements if the applicant applies for a building permit by December 31, 2011 (along with several other trigger dates shown in the attachment). This change would necessitate a change to all of the other deadlines in Section 8; each date would be rolled forward one year.

The Council deliberated at length regarding Section 8 of the Bald Mountain Lodge Development Agreement. This section was agreed to by the Council as a serious incentive to the development team to get the project going by waiving a City requirement never previously waived. While the applicant has made progress towards beginning the development, they are not ready to apply for a building permit by December of this year.

Financial Requirement/Impact

No direct fiscal impacts will result from this Development Agreement. While indirect fiscal impacts such as the loss of building permit revenues can be discussed, the likelihood of those revenues in the current economy is speculative.

Recommendation

This item is a quasi-judicial matter. Staff is reluctant to recommend approval of one-year extension based on the Council's previous position that this housing waiver was a unique, special incentive offered as a time-sensitive proposal. However, we do not feel the City is presented with many good options. Choosing to deny this extension request will not further change the pace at which this or other projects are being financed or constructed, and will add to the cost of the project in the form of community and employee housing requirements. Staff is not making a specific recommendation at this time, to allow the Council to fully discuss the pros and cons of granting or denying this request.

Proposed Motion: I move to direct staff to prepare a modification to the Bald Mountain Lodge Development Agreement as decided today by the City Council.

Sincerely,

Lisa Horowitz
Community and Economic Development Director

Recording Requested By and
When Recorded Return to:

Planning & Zoning Administrator
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Instrument # 581098

HAILEY, BLAINE, IDAHO

9-30-2010 11:00:30 No. of Pages: 222

Recorded for : HIGHMARK INVESTMENTS, LLC

JOLYNN DRAGE

Fee: 673.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT/CORRECTION



For Recording Purposes
Do Not Write Above This Line

**BALD MOUNTAIN LODGE
DEVELOPMENT AGREEMENT**

By and Between

CITY OF KETCHUM

And

BALD MOUNTAIN, LLC

**BALD MOUNTAIN LODGE
DEVELOPMENT AGREEMENT**

THIS BALD MOUNTAIN LODGE DEVELOPMENT AGREEMENT ("Agreement"), is entered into this 17th day of SEPTEMBER, 2010 ("Effective Date"), by and between the CITY OF KETCHUM, IDAHO, a municipal corporation, ("Ketchum") and BALD MOUNTAIN, LLC, a Washington limited liability company authorized to do business in the state of Idaho ("Owner"), and together with Ketchum the "Parties".

RECITALS

WHEREAS, Owner owns a parcel of land located at 151 South Main Street, Ketchum, Idaho, and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("the Property"), currently zoned Community Core (CC);

WHEREAS, on September 23, 2009, Owner filed the following applications (collectively referred to as the "**Original Applications**") with Ketchum for development of the Property: (1) an application for a Planned Unit Development ("**PUD**") for the Bald Mountain Lodge Hotel to be developed on the Property; (2) an application for a conditional use permit ("**CUP**") for the PUD; and (3) an application for Community Core Design Review. This enables Ketchum to review all of the applications affecting the use and development of the Property in an integrated manner consistent with its comprehensive plan, as adopted and in effect on the Application Date, and other applicable ordinances and regulations of Ketchum;

WHEREAS, Owner supplemented the Original Applications on September 30, 2009 with a letter, revised hotel application certification of completeness, additional design drawings, and other addenda, again on October 27, 2009 with an updated height analysis, and again on April 8, 2010 with additional design drawings (referred to as the "**Supplemental Applications**," and together with the Original Applications, the "**Land Use Applications**");

WHEREAS, Owner, as the owner of the Property, agrees to submit the Property to a development agreement pursuant to Idaho Code § 67-6511A and Ketchum City Code Section 17.154;

WHEREAS, Ketchum is a municipal corporation having all of the powers and authority granted municipalities under the laws of the state of Idaho, including, without limitation, the authority to contract (Idaho Code § 50-301), to approve planned unit developments (Idaho Code § 67-6515), to approve special use permits (Idaho Code § 67-6512), and to enter into development agreements (Idaho Code § 67-6511A);

WHEREAS, Ketchum, having held all required public hearings and public meetings for consideration of said PUD and this Agreement; approving said PUD and this Agreement;

WHEREAS, Owner has agreed to the use restrictions and other limitations set forth herein and in the PUD Findings, Design Review Findings, and the Findings, defined in Section 1 below for the use and development of the Property;

WHEREAS, Ketchum and Owner enter this Agreement for the purpose of establishing certain rights and obligations of the Parties with regard to the development of the Property, including limitations as to the use, development, design, phasing, construction of necessary improvements (on-site and off-site) and mitigating the impacts directly attributable to the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, Ketchum and Owner hereby mutually covenant and agree as follows:

1. **DEFINITIONS**. Throughout this Agreement, the following terms will be defined as follows:

1.1 “**Application Date**” means September 23, 2009.

1.2 “**Commission**” shall mean the City of Ketchum’s Planning and Zoning Commission.

1.3 “**Council**” shall mean the City Council of the City of Ketchum.

1.4 “**Design Review**” shall mean and include the procedures, criteria and standards established by Ketchum City Code 17.96, as adopted and in effect on the Application Date.

1.5 “**Design Review Findings**” shall mean the findings of fact, conclusions of law and decision approving the Design Review application, adopted by the Commission on the 22nd day of March, 2010. The Design Review Findings are attached hereto as **Exhibit B** and incorporated by reference herein.

1.6 “**Effective Date**” means the date this Agreement is fully executed by the Parties or the date on which the approvals described in the Findings are final, whichever occurs later.

1.7 “**Gross Square Footage**” means gross floor area as defined in the Ketchum Zoning Ordinance.

1.8 “**Ketchum PUD Ordinance**” shall mean Title 16, Chapter 16.08 of the Ketchum City Code, as adopted and in effect on the Application Date.

1.9 “**Ketchum Subdivision Ordinance**” shall mean Title 16, Chapter 16.04 of the Ketchum City Code, as adopted and in effect on the Application Date.

1.10 “**Ketchum Zoning Ordinance**” shall mean Title 17 of the Ketchum City Code, as adopted and in effect on the Application Date.

1.11 “**Ketchum Comprehensive Plan**” shall mean the Comprehensive Plan adopted on March 1, 2001 by Ketchum by Resolution No. 756.

1.12 “**Ketchum**” shall mean the City of Ketchum, Idaho, a municipal corporation, acting

by and through its duly elected City Council, Mayor, and all of its agencies and departments.

1.13 “**Land Use Applications**” shall mean collectively the PUD Application, the CUP application and the Design Review Application, dated October 8, 2009; and any subsequent applications or amendments in effect as of the date of this Agreement.

1.14 “**Owner**” shall mean Bald Mountain, LLC, a Washington limited liability company, authorized to business in the State of Idaho, and its successors and assigns.

1.15 “**Project**” shall mean the development of the Property contemplated by this Agreement and described in the Site Plan.

1.16 “**PUD Findings**” shall mean the findings of fact, conclusions of law and decision approving the PUD application, adopted by the Council and signed by the Mayor on the 7th day of June, 2010. The PUD Findings are attached hereto as **Exhibit C** and incorporated by reference herein.

1.17 “**Site Plan**” shall mean the master plan for the Bald Mountain Lodge as depicted on the plans submitted to Ketchum dated April 8, 2010, on file with the Ketchum Community and Economic Development Department.

2. **LEGAL AUTHORITY.** This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §§ 50-301, 67-6511A, 67-6512, and Ketchum City Code Chapters 16.08, 17.64 010 (I) (6), and 17.154.

3. **CONDITIONS ON DEVELOPMENT.** The Project shall be completed substantially as presented in the Site Plan and consistent with this Agreement.

3.1 **Hotel.** The hotel shall operate at industry-acknowledged four-star standards or higher. The hotel shall contain the following components: 82 guest suites, 9 lock-off units, reception and lobby area, full service restaurant and bar, day spa, hotel-related retail space, conference/ballroom facilities, outdoor terrace and swimming pool, activities center and underground parking garage. The conference capacity shall be approximately 250-275 guests, or as allowed by the City of Ketchum Municipal Code. The conference center, day spa, restaurant and bar will be open to the general public as well as hotel guests. The fourth and fifth floors of the hotel will house twenty-six (26) residential condominium units, including the nine (9) lock-off units on the fourth floor.

3.1.1 **Compliance with Hotel Definition.** In order to meet the hotel definition as outlined in Chapters 17.64 010 (I) (6), and 17.08 of the Ketchum Zoning Code, nine (9) lock-off hotel units shall be provided on the fourth floor or such lesser amount that meets the hotel definition, provided that such lesser amount shall be agreed to by Owner and the Design Review Subcommittee referenced in Section 3.3.7 below. Based on the currently proposed hotel square footage calculations, the lock-off units shall total a 3,538 gross square feet. The PUD Findings made by the City Council with regards to the definition of Hotel are particular to this Project, based on specific facts as outlined in the PUD Findings.

3.1.2 Residential Units. Only residential units may be condominiumized and sold separately. The hotel portion of the Project including the hotel guest rooms shall not be condominiumized.

3.2 Parking. On-site parking will consist of a two-level underground parking garage, which shall have a minimum of 116 stalls, and nine (9) on-street parking spaces. The parking garage will also be available to the general public while using the conference center, day spa, restaurant and bar, subject to availability.

3.3 Design. The Project shall be completed substantially as presented in the plans dated April 8, 2010, and as altered by the PUD Findings, Design Review Findings and this Agreement. Building permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or the Planning and Zoning Administrator. Any development of any portion of the Property substantially inconsistent with this Agreement or the Design Review Findings that is not approved by the Commission or the Zoning Administrator or without modification of the Design Review Findings, shall constitute a breach of this Agreement by the Owner. All Design Review elements as depicted in the Design Review plans dated September 22, 2009, as amended by the revised plans dated April 8, 2010, and required through the PUD Findings shall be completed prior to final inspection/occupancy. The Design Review Findings shall be valid for a period of four (4) years from the date of recordation of this Agreement pursuant to Chapter 17.154.040 (G), unless extended by Council upon written request by Owner prior to the expiration. A written request for extension of the Design Review Findings must be received by Ketchum within sixty (60) days of the expiration.

3.3.1 Building Type and Bulk. The ceiling heights and marquees along all facades of the building shall be approved by the Design Review Subcommittee as defined in Section 3.3.7 below and meet the standards of a Building Type 6, hotel, except as otherwise approved through the approved waivers outlined in the PUD Findings. Compliance shall be reviewed and approved as set forth in the Design Review Findings. Any signs erected in connection with marquees shall be subject to separate sign permit approval. To reduce the appearance of building bulk, the upper floor steel diagonal columns shall be made vertical, in accordance with the Findings with any non-substantial modifications subject to Design Review Subcommittee approval.

3.3.2 Terrace Walls. Terrace walls along Washington Avenue and River Street shall be constructed as approved by the Design Review Findings.

3.3.3 Rooftop and Marquee Plans. Prior to building permit approval, Owner shall submit a detailed plan illustrating how rooftop mechanical equipment will be screened and how rooftop and marquee snow retention and drainage will be achieved. The snow retention and drainage plan shall be reviewed and approved as set forth in the Design Review Findings by the Design Review Subcommittee.

3.3.4 Marquees. All marquees may extend into the public right of way as described in the Waiver Requests set forth in Table 5 of the Findings as supplemented through Design Review.

3.3.5 Setbacks. The proposed 4th and 5th floor setbacks shall be as described in the Waiver Requests set forth in Item 7, Table 5 of the Findings as supplemented through Design Review.

3.3.6 Zoning Waiver Requests. Ketchum acknowledges the zoning and subdivision waivers set forth in Item 7 Table 5 of the PUD Findings, which are hereby incorporated by reference as though fully set forth in this Agreement.

3.3.7 Design Review Subcommittee. For purposes of Design Review and this Section 3.3.7, a Design Review Subcommittee of the Commission is hereby established and shall have the power and authority to approve, disapprove or conditionally approve the following: (i) those matters delegated to it by the Commission that are not contrary to or inconsistent with the Findings, and (ii) any Owner-requested non-material changes to the Design Review approval(s), or the construction elements required of this Agreement. The Design Review Subcommittee shall consist of three (3) persons, one of whom shall be the current director of the Community and Economic Development Department, one of whom shall be a current or former member of the Commission that approved the original Design Review approval(s), and one of whom is a current member of the Commission as may be appointed by the Mayor and confirmed by the Council in the normal course. The members of the Design Review Subcommittee appointed by the Mayor and approved by the Council shall serve until they are replaced or the Project is completed. In the event that a member of the Design Review Subcommittee is unable or unwilling to serve, the Mayor shall appoint and the Council shall approve a replacement. The vote or written assent of any two members of the Design Review Subcommittee shall constitute action of the Design Review Subcommittee. The Design Review Subcommittee shall periodically report in writing all actions taken by it to the Commission. Any action by the Design Review Subcommittee adverse to the Owner is appealable by the Owner pursuant Chapter 17.144 of the City of Ketchum Zoning Code, entitled "Appeals".

3.4 Deliveries. Delivery vehicles associated with the Project, including the residential portion of the building, shall not interfere with the regular flow of traffic surrounding the building. Delivery vehicles shall not block the regular flow of traffic on First Street and shall not block the sidewalk along First Street.

3.5 Emergency Services. All fire code requirements of the Ketchum Fire Department shall be satisfied as outlined in the PUD Findings and/or Design Review Findings prior to the issuance of a building permit.

3.6 Bike Racks. The final number of bicycle racks required shall be determined by the Design Review Subcommittee and shall meet all requirements of the Ketchum Zoning Code, Chapter 17.64, prior to issuance of a certificate of occupancy. A significant number of such racks shall be installed along Washington Avenue. A detailed bicycle rack plan shall be reviewed and approved by the Design Review Subcommittee prior to building permit approval.

3.7 Utilities. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be as depicted in the preliminary civil drawings for the Project, prepared

by Galana Engineering, dated September 30, 2009, and maintained or improved as required by the Ketchum Water and Sewer Department.

3.8 CC&Rs. Owner agrees to record a declaration of covenants, conditions and restrictions (“**CC&Rs**”) and a separate Condominium Declaration (“**Declaration**”) against the Property. Owner shall form a condominium association (“**Association**”) to address allocation of responsibility for maintenance of common areas associated with the condominiums. The Declaration shall include the following provisions:

(a) The Association shall be required to maintain at its expense all of the common area associated with the condominiums.

(b) No person or entity acquiring any portion of the Property shall be permitted to develop, construct, erect, or install any building, utility, improvement or landscaping which does not conform in all respects to this Agreement and the Site Plan.

3.9 Property Maintenance. Owner shall take reasonable steps to maintain the Property as may be required pursuant to Ketchum City Code until construction commences.

4. STREETS, PARKING AND CIRCULATION. Right-of-way encroachments, right turn lane and curb line alignment, slope and drainage, and sidewalk widths shall be in accordance with this Section 4, to be reviewed and approved by the City Engineer, Street Department and Fire Department prior to issuance of a building permit. Prior to issuance of a building permit Owner shall apply for and obtain a right-of-way encroachment permit from Ketchum for all right-of-way encroachments associated with the Project.

4.1 Sidewalks. Snowmelt shall extend to the curb line at entrances and exits of the Project. All sidewalks adjacent to the Project shall be designed according to the approved sidewalk scheme, as follows:

4.1.1 River Street Frontage.

- (a) The bulb-out at River and Main Streets shall be eighteen feet (18’) wide including curb/gutter.
- (b) The sidewalk width shall be ten feet (10’), not including curb/gutter, with angled parking along the length of River Street.
- (c) A bulb-out with exit/entrance at the intersection adjacent to Washington Avenue shall be eighteen feet (18’) wide including curb/gutter.

4.1.2 Main Street Frontage (Based on two, twelve feet wide southbound travel lanes).

- (a) At First Street, the bulb-out shall be sixteen feet (16’) wide

including curb/gutter.

- (b) The bus pull-out shall be eight feet (8') wide including curb/gutter, leaving an eight feet (8') wide sidewalk (subject to Mountain Rides requirements).
- (c) The bulb-out at mid-block shall be sixteen feet (16') wide including curb/gutter.
- (d) The sidewalk/bulb-out from the porte-cochere exit to River Street shall be sixteen feet (16') wide.

4.1.3 First Street Frontage.

- (a) Sidewalks shall be a minimum of ten feet (10') wide.
- (b) No bulb-outs are permitted.
- (c) Parking spaces are required from the loading dock to Washington Avenue (a total of two spaces).

4.1.4 Washington Avenue Frontage. Owner shall present a final design scheme for Washington Avenue to City Council prior to building permit submittal.

4.2 Lighting. All lighting shall comply with the Ketchum Dark Sky Standards, Chapter 17, Ketchum City Code. The use of Ketchum Streetscape Lighting Standards is required. Minimum lighting mitigation measures shall include: recessed, shielded and downward facing light fixtures.

4.3 Streets and Bridges Assurances. Owner shall enter into a Road Security Agreement with Ketchum establishing when Owner will be required to deposit funds, a letter of credit, bond, a set-aside letter, or other form of financial assurance acceptable to Ketchum, in an amount to be established to mitigate all material impacts to roads in Ketchum caused by construction traffic during the Project build-out. The Road Security Agreement shall reflect the City Engineer's methodology for determining the material damage to Ketchum's roads including reasonable evidence that would be used to determine the damage caused by construction traffic and the estimated cost of repair. Owner's engineer shall meet and confer with Ketchum's engineer to determine the required mitigation and associated cost based on the methodology. In the event that the engineers are unable to agree, they shall select a third engineer who shall determine the final cost, which shall be binding on the Parties. Prior to commencement of construction, Owner may choose to document current road conditions. Such documentation will be provided to the City Engineer and shall be utilized along with any other relevant documentation from Ketchum to determine if damage was caused by construction traffic as opposed to normal non-construction traffic.

4.4 Parking. Owner shall provide parking as set forth in Section 3.2 herein.

4.5 Washington Avenue. Owner shall make improvements to Washington Avenue between First Street and River Street pursuant to the final design scheme referenced in Section 4.1.4 herein. This section of Washington Avenue shall be designed to serve events and functions taking place at both Bald Mountain Lodge and the Forest Service Park.

4.6 Traffic Impact Analysis and Mitigation. The recommendations of the City Engineer and of Ryan Hales of Hales Engineering with regard to traffic circulation in and out of the porte-cochere shall be followed. These recommendations are outlined in the memo from Hales Engineering entitled "Ketchum-Bald Mountain Lodge TIA/1st Street Review" dated April 14, 2010, attached hereto as **Exhibit D** and incorporated herein by this reference.

4.7 Ketchum Gateway (Main Street/River Street Intersection). Owner shall plant street trees along Main Street consistent with the approved landscape drawings submitted during the Land Use Application Process. Owner agrees to participate financially and to work with Ketchum's Community and Economic Development staff and other entities to design the intersection of Main Street and River Street, including public/pedestrian amenities. Owner shall be responsible for the construction costs of one (1) of the four (4) corners of said intersection.

5. INFRASTRUCTURE IMPROVEMENTS. Owner shall engineer, construct, and otherwise provide, at its sole expense, improvements, facilities and services (public and private) as provided in the PUD Findings and this Agreement.

5.1 Water and Sewer Service. Owner requests water and sewer service from Ketchum to the Property and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum.

5.2 Utilities and Warranty. All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way. This includes on site and off site utilities: no new above-ground utility lines are permitted. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by Ketchum prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, Ketchum shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" are substantially correct and Owner shall, for a period of one (1) year from Ketchum's receipt of said drawings, be liable and hold Ketchum harmless for any damage which may result from material errors in said drawings after acceptance by Ketchum of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors.

5.3 Transfer of Warranties. Owner agrees to assign any warranties accruing to it and arising out of construction of the improvements described in this Section remaining in effect at the time such improvements are transferred and/or dedicated to Ketchum, subject to all applicable state and federal laws.

6. GREEN BUILDING PRACTICES. The Project shall, at a minimum, meet the

requirements of and receive LEED "Certified" Certification as outlined by the United States Green Building Council's Leadership in Energy and Environmental Design ("LEED") Program. In addition, the Project shall meet or exceed the minimum requirements set forth in the currently adopted version of the International Energy Conservation Code ("IECC").

7. **LOCAL OPTION TAXES.** The Project shall be subject to the provisions of Ketchum Municipal Code Chapter 3.12, relating to local option taxes ("LOT"), as follows:

7.1 **Housing Unit Rentals.** As of the Effective Date, Ketchum Municipal Code Section 3.12.030(B) imposes an additional one percent (1%) hotel-motel room occupancy sales tax on receipts from all short term (30 days or less) rental charges for hotel rooms, motel rooms, condominium units, tourist homes and the like. So long as the Ordinance is in effect, the owner of the hotel resort, as to completed hotel units only, and each condominium unit owner, as to his or her condominium unit(s) only, shall comply with the subject tax. Nothing herein shall be deemed or construed to require the owner of a housing unit within the Project to pay any local option tax to occupy their own unit. Further, the obligation to pay local option tax shall not apply to the rental of workforce housing units. Nothing herein creates an independent tax obligation to the Owner unless the Owner is also the owner of the hotel resort, or the owner of one or more of the condominium units at the resort at the time the tax accrues.

7.2 **Building Materials.** As of the Effective Date, Ketchum Municipal Code Section 3.12.030(A) imposes a one percent (1%) sales tax upon each sale at retail within the City of Ketchum. So long as the Ordinance is in effect, Owner shall comply with the subject tax.

7.3 **Amendments to LOT Ordinance.** Any amendments to or repeal of Ketchum's Local Option Tax Ordinance and/or Idaho law relating to such local option taxes shall also apply to and modify this Section 7 to the extent of such amendment(s) and/or repeal.

8. **CONSTRUCTION TIMELINE AND INCENTIVES.** Owner acknowledges Ketchum's desire for a construction commencement date at the earliest possible time. Ketchum, having exercised its discretion in approving this Agreement, the PUD Findings and Design Review Findings, shall act reasonably and in good faith when processing the approval or issuance of such applications, permits, plans, specifications, plats, and/or entitlements for the Project as may be necessary or prudent in order to implement the Project, and consistent with the Ketchum City Code and applicable State and/or federal laws, so that Owner will have the benefit of the incentives provided Section 8.1, 8.2 and 8.3 below. In regards to the obligations in this Section 8, time is of the essence. In consideration of Owner's option to commence construction as early as 2011, Ketchum agrees to the following construction incentives:

8.1 **Timeline A.** The Project shall receive the following waivers if a building permit is applied for by December 31, 2011 and construction commences by June 30, 2012. If a building permit is not applied for by December 31, 2011, construction does not commence in June 30, 2012 and the certificate of occupancy for the hotel portion of the Project is not approved by January 30 2015, these waivers shall not apply.

8.1.1 **Community Housing.** The community housing requirement of 7,444

square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.1.2 Employee/Workforce Housing. The employee housing requirement is waived in its entirety.

8.1.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The Urban Renewal Agency ("URA") is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of Ketchum. Ketchum agrees to recommend to that URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.2 Timeline B. The Project shall receive the following waivers if a building permit is applied for by December 31, 2012 and construction commences by December 31, 2013. If a building permit is not applied for by December 31, 2012, construction does not commence by December 31, 2013 and the certificate of occupancy for the hotel portion of the Project is not approved by January 2016, these waivers shall not apply.

8.2.1 Community Housing. The community housing requirement of 7,444 square feet or approximately \$2.36 million in-lieu payment is waived in its entirety (based on extension of the Hotel Community Housing Waiver in the Community Core Zoning District).

8.2.2 Employee/Workforce Housing.

- (a) Ketchum will waive fifty percent (50%) of the total employee housing requirement. The remaining fifty percent (50%) of the employee housing fee (\$1.38 million) shall be paid via one of the following options:
 - (i) Construction of employee housing units within the city limits or the Area of City Impact (as defined in the Ketchum Municipal Code), which construction can include concepts of

partnership with Ketchum or other entities;

- (ii) Payment via a real estate transfer fee, with the transfer fees accruing to the Ketchum Housing In Lieu Fund at the time of closing of each unit; or
 - (iii) By another method determined by Owner and approved by Ketchum.
- (b) If the remaining employee housing requirement is to be paid through real estate transfer fees, a minimum of thirty percent (30%) of the total required in-lieu fee shall be paid within one (1) year of issuance of the certificate of occupancy for the hotel portion of the Project. The remaining fee shall be paid at the closing of each residential unit, at the rate of four percent (4%) of the remaining fee per unit closed until paid in full. In the event the foregoing schedule does not result in one hundred percent (100%) of the fees being paid within ten (10) years of the issuance of the certificate of occupancy for the hotel portion of the Project, any remaining balance will be due and payable at the end of such ten (10) year period.

8.2.3 Infrastructure Partnering. Owner will construct and pay for all Project infrastructure requirements including undergrounding of power lines and installation of street improvements. The URA is an agency of Ketchum whose purpose is to encourage and provide financial support to the redevelopment and revitalization of the City. Ketchum agrees to recommend to the URA that the URA reimburse Owner for costs of qualified public infrastructure improvements. Qualified public infrastructure improvements may include: power line undergrounding and design, curb gutter and sidewalks, street improvements, water and sewer utility improvements, and design, storm water improvements and design and other improvements so designated as general public improvements. Said reimbursed costs may equal up to fifty percent (50%) of the annual URA tax increment revenue generated from the Project up to a total of \$1.5 million over the life of the URA, whichever is less. If approved, said reimbursement will be paid annually via URA tax increment revenues generated by the Project. A repayment plan may be developed at such time as substantial URA tax increment revenues are generated from the Project, at which time total URA tax increment revenues associated with this Project shall be recalculated. Ketchum agrees to cooperate with Owner in coordinating the appropriate formal URA applications and use its best efforts to propose reimbursements for the above defined improvements. URA financing and projects are also subject to applicable Idaho and federal law. Owner hereby acknowledges and agrees that there is no guarantee that URA funding will be available for this Project.

8.3 Timeline C. In the event a building permit is not applied for and construction does not commence as outlined in Timelines A or B, the PUD CUP shall be valid for a period of four (4) years. An application for building permit shall be submitted within four (4) years, unless extended by Council upon written request by Owner prior to the CUP expiration. A written request for extension of the CUP must be received by Ketchum within sixty (60) days of the expiration of the

CUP. Waivers to the community housing and employee housing requirements shall not apply under this timeline.

8.3.1 Community Housing. Owner shall fulfill the workforce housing requirement prior to building permit approval for the hotel. Fulfillment of the requirement shall include development of a workforce housing plan to be approved by the City Council prior to building permit approval. The following is a list of several options that may be pursued in developing the workforce housing plan:

- (a) Provide housing via new construction within the City of Ketchum;
- (b) Fulfill the requirement via master leasing of existing units within the City of Ketchum;
- (c) Agree to a real estate transfer fee wherein all fees would be dedicated to the development, construction or maintenance of workforce housing in the City of Ketchum;
- (d) Agree to a revenue-based fee based on the profits derived from the hotel; or
- (e) Develop a workforce housing plan that incorporates several of these options.

In the event that Ketchum does not extend the construction incentives for the Project beyond December 31, 2013, or otherwise waive or modify the requirements Community Housing,

8.3.2 Employee/Workforce Housing. Owner shall be required to provide a detailed Employee Housing Plan, which provides for housing for twenty-three (23) employees on a site acceptable to Council and within Ketchum city limits.

- (a) The Employee Housing Plan shall contain the following elements:
 - (i) Salary/hourly wages (current dollars) for the various income categories of employees;
 - (ii) The expected number of each level of employee that is intended to be served by the employee housing units;
 - (iii) Which employee category will be served by which type/size of units;
 - (iv) Information on anticipated rental rates (in current dollars) or subsidized and/or free rent to employees, including whether utilities and homeowner's dues (if any) will be included in the proposed rates;

- (v) Establishment of maximum occupancy per unit type (i.e. one person per one bedroom unit; two persons per two bedroom units);
 - (vi) Location of units to be within Ketchum city limits;
 - (vii) A matrix on the breakdowns of the different types of units (1 BD; square footage; total number of units; anticipated rent, etc.);
 - (viii) The priority system for occupancy of these units (i.e. first availability to full-time employees, second to seasonal employees, and third to persons that are verified to be working in the City of Ketchum);
 - (ix) What units will be available and how the pool of units available will be determined;
 - (x) What minimum standards will be used to determine employee eligibility to live in the employee housing (i.e. whether full-time status is required and what constitutes full-time status);
 - (xi) How the overflow of demand of units by employees will be handled (i.e. priority system); and
 - (xii) Information on housing families with children and/or married couples.
- (b) The proposed Employee Housing Plan shall meet minimum size thresholds and income categories established by BCHA and/or Ketchum.
- (c) Owner shall submit the following information to Ketchum in connection with the Employee Housing Plan:
- (i) Wage/salary range and a breakdown of the number of employees within each classification (full-time, part-time, seasonal, etc.);
 - (ii) Information on the type of housing provided per employee classification;
 - (iii) Costs incurred in rent (and utilities) and transportation/parking by employees;

- (iv) Details on anticipated lease terms/rental agreements for employees housed on-site; and
 - (v) Anticipated transportation and parking scenarios for both on-site and commuting employees.
- (d) The Employee Housing Plan shall be submitted and approved by Council as an amendment to this Agreement and shall be recorded prior to issuance of a building permit.
- (e) All of the required employee housing shall be available prior to the issuance of any certificates of occupancy for the hotel, or any other uses in the hotel.

8.3.2 Infrastructure Partnering. Owner shall contribute a proportionate share to the underground relocation of overhead utility lines as more particularly set forth in Section 10 herein.

9. CONSTRUCTION STAGING AND MITIGATION. A detailed Construction Staging and Mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the Ketchum Building Department prior to building permit approval. Owner is encouraged to use local contractors wherever possible.

10. ELECTRIC POWER. Owner acknowledges the Franchise Agreement between Ketchum and Idaho Power Company prohibits above ground installation of new electric transmission lines. Owner shall pay its proportionate share for underground relocation of overhead utility lines based on the frontage of the subject property along River Street. Said contribution shall be utilized by Ketchum solely for the relocation of power lines from overhead to underground for the Project. Ketchum and Owner agree that other businesses and property owners, as well as the general public will benefit from the above. In regards to such underground relocation, Ketchum and Owner shall, in good faith, attempt to negotiate an agreement to the effect that the portion of the costs in connection with such development of the electric power lines benefitting properties other than the Property shall be paid by the following, in order of preference: (1) the franchise agreement fund; (2) a local improvement district (“LID”) formed by Ketchum for that purpose; (3) by URA funds; (4) Ketchum general funds; and (5) reimbursement to Owner from the service connection charges collected from such other benefited property owners who otherwise have not paid or contributed their proportionate share toward upgrading and undergrounding the electric power lines. In all instances, the Agreement referred to in this Section shall be made in accordance with local and State law. In the event Ketchum and Idaho Power do not complete undergrounding of electric power lines as a city project, Owner may relocate the power lines directly adjacent to the Project as an off-site improvement.

11. FINANCIAL ASSURANCE AND ASSISTANCE.

11.1 Hold Harmless. Owner is responsible for all costs associated with the construction and maintenance of the Project as approved in the Findings and described herein, and hereby holds Ketchum harmless for any financial obligations related thereto.

11.2 Performance, Payment and Reclamation Bonds. Upon issuance of the building permit for the Project, Owner shall provide financial assurances to Ketchum, in the form of letter(s) of credit, bonds or other similar instrument to demonstrate to Ketchum Owner's ability to complete the permitted construction.

11.3 Public Funding Opportunities. Ketchum agrees to reasonably cooperate with Owner in exploring public funding opportunities for financial assistance with any of Owner's obligations under this Agreement.

11.4 Lender Letter of Assurance. Owner agrees to provide a "comfort letter" from its proposed Project Lender(s) prior to execution of this Agreement. Such letter should memorialize any existing relationship between Owner and Lender(s), and the Lender(s)' interest in financing the Project subject to market conditions and Lender(s)' internal credit underwriting policies.

11.5 Right of Entry. Owner hereby grants Ketchum a license to enter upon the Property, during business hours and upon reasonable advance written notice, with Owner or Owner's representatives having the right to be present during such times, to (a) inspect the same, (b) determine if Owner is complying with this Agreement, and (c) to undertake the cure of any default of Owner; provided, however, all such cures shall be performed as promptly as possible and so as to cause the least interference to guests, invitees and other occupants of property in the Project. Ketchum agrees to indemnify, defend and hold harmless Owner from any and all liability, claims, damages, expenses, judgments, proceedings and causes of action of any kind whatsoever, arising out of Ketchum's exercise of the license granted herein, including injuries to Ketchum employees, or Ketchum's agents or representatives while on the Property.

12. AGREEMENT TO COOPERATE; JOINT DEFENSE AND CONFLICT WAIVER. The Parties agree at all times to cooperate and exercise good faith to achieve the purposes of this Agreement. In the event any legal or equitable action or other proceeding is instituted by a third-party or other governmental entity or official challenging the validity of any provision of Ketchum's approval and/or implementation of the PUD Findings, the Design Review Findings or this Agreement, the Parties hereby agree to cooperate in defending such action or proceeding. Ketchum and Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the parties sharing equally in the cost of such joint counsel, or each party may select its own legal counsel at each party's expense. All other costs of such defense(s) shall be shared equally by the parties. Each party shall retain the right to pursue its own independent legal defense.

13. SALE OR TRANSFER OF THE PROPERTY.

13.1 This Agreement shall run with the land comprising the Property, and shall be binding upon and benefit Owner, its assigns, and any successor in interest to any portion of the Property, as provided in this Agreement. All duties, rights, covenants and obligations of Owner

under this Agreement, are freely assignable in whole or part, at Owner's discretion to a third party or parties, who either invest in all or part of the Project by purchase of a majority or minority interest in the Owner's company or by joint venture or other type of arrangements, or by purchase the Property in fee title. In the event that Owner or a successor in interest to Owner, sells or transfers the Property, or any portion thereof, written notice of said transaction shall be given to Ketchum no less than thirty (30) days prior to closing.

13.2 The purchasers of condominium units therein for which final occupancy permits have been issued by Ketchum shall be subject to those portions of this Development Agreement regarding the CCRs, transfer fees, adherence with building standards and Ketchum City Code requirements regarding their use of their property. Owner agrees for itself, its successors and assigns that the CC&Rs recorded for the Project shall contain the covenants set forth in Section 3.8 herein, to be observed by Owner, its successors and assigns. The CC&Rs relating to the continuing obligation of all subsequent purchasers of any interest in the Property to abide by the requirements of Ketchum approvals therefore cannot be amended absent Council's prior written approval. Upon conveyance of a condominium unit to a third party, except as otherwise provided in this Agreement, the lien and encumbrance of this Agreement shall be automatically released from said unit.

14. AMENDMENT OF AGREEMENT AND CHANGES TO DEVELOPMENT PLAN.

This Agreement shall be amended or terminated, in whole or in part, only by the mutual consent of the Parties, executed in writing after proper notice and public hearing before the Council. Ketchum agrees that Owner has the right to undertake and complete the development of the Property in the manner and to the extent set forth and pursuant to this Agreement, the PUD Findings, the Design Review Findings, and all approvals by Ketchum as referenced in this Agreement, including, without limitation, the Site Plan, the Conditional Use Permit, and the approved Land Use Applications (collectively, the "Approvals").

15. DEFAULT AND ENFORCEMENT. In the event either party, their respective heirs, successors, assigns or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included herein resulting in a material violation of this Agreement or the PUD Conditional Use Permit, the PUD Findings, the Design Review Findings, or any material violation of any condition thereof, and following the cure period provided in Section 15.4 below, the same shall constitute an "Event of Default" entitling the non-defaulting party to all legal and equitable remedies available, as described in Section 15.3 below.

15.1 Events of Default. A petition filed by Owner under any bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, that is not dismissed within ninety (90) days after such filing (a "**Bankruptcy Filing**") shall also constitute an Event of Default of this Agreement and shall entitle Ketchum to seek all available legal and equitable remedies as described in Section 15.3 below. Notwithstanding the foregoing, however, or any contrary provision herein, Ketchum shall not have the right to place a moratorium as described in Section 15.3 below on the basis of a Bankruptcy Filing alone without the existence of an Event of Default as described in the first paragraph of this Section 16 above.

15.2 Waiver. A waiver by a party of any default by the other party of any one or more of the covenants or conditions hereof shall apply solely to the breach or breaches so waived and shall

not bar any other rights or remedies or apply to any subsequent breach of any such or other covenants and conditions.

15.3 Remedies and Specific Performance. In the event of a material violation of this Agreement or the PUD Conditional Use Permit, or any material violation of any condition thereof, or the PUD Findings or Design Review Findings, the Parties shall have the right, without prejudice, to specific performance, or any other rights or remedies available under the Ketchum City Code or Idaho law, including but not limited to the right to demand the non-defaulting party to cure such default or enjoin violation and otherwise enforce the requirements contained in this Agreement. Ketchum shall also have the right to place a moratorium on further approvals under the PUD Conditional Use Permit issued pursuant to this Agreement and the PUD Findings in the event of and during the continuance of an Event of Default which is not cured, by motion of the Council after notice and an opportunity to cure, followed by a due process hearing upon at least sixty (60) days written notice to Owner.

15.4 Right to Cure. In the event of a material breach of this Agreement or a material breach of the Findings, the Parties agree that Ketchum and Owner shall have sixty (60) days after delivery of notice of said breach to cure and correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, in the event that the default or breach cannot with diligence be cured within such 60-day period, if the defaulting party shall commence to cure the same within such 60-day period, and thereafter prosecute the cure of same with diligence, then the time within which such breach may be cured shall be extended for such period as necessary to complete the cure.

16. NO PRECEDENT. The issuance of this PUD, Development Agreement and Conditional Use Permit shall not be considered a binding precedent for the issuance of other conditional use permits. This permit is not transferable from one parcel of land to another.

17. POLICE POWERS. Nothing contained herein is intended to limit the police powers of Ketchum or its discretion in reviewing subsequent applications regarding development and construction of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.

18. TIMELINES. Time and timely performance are of the essence of this Agreement.

19. RELATIONSHIP OF PARTIES. It is understood the contractual relationship between Ketchum and Owner is such that Owner is not the agent, partner, or joint venturer of Ketchum.

20. FORCE MAJEURE. If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather; material shortages; labor shortages; unavailability of gas, electric or other utilities through no fault of Owner; dispute or strike; civil strife; acts beyond the control of the delayed party including, , acts of God; and actions by the United States of America or the State of Idaho, or Ketchum or any of their agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as

lost by the cause hereinabove set forth.

21. **ATTORNEY FEES AND COSTS.** If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs incurred with regard to such action including, without limitation, any appeals.

22. **NOTICES.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Ketchum shall be addressed as follows:

City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Notices required to be given to Owner shall be addressed as follows:

Bald Mountain, LLC
c/o Michael Kerby, CEO
HighMark Investments, LLC
3450 S. 344th Way, Suite 115
Federal Way, WA 98001
c/o James D. Garrison
11980 N.E. 24th St., Suite 200
Bellevue, WA 98005

With a copy to:

James D. Garrison, Consultant
11980 N.E. 24th St., Suite 200
Bellevue, WA 98005

Carney Badley Spellman, P.S.
Attention: David W. Bever, Esq.
701 Fifth Avenue
Seattle Washington, 98104-7010

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

23. **NO WAIVER.** In the event Ketchum or Owner do not strictly comply with any of their obligations or duties herein, thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Ketchum or Owner to the other under this Agreement shall not in any manner nor in any way be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

24. **RECORDATION.** This Agreement, including subsequent amendments thereto, shall be recorded in the Office of the Blaine County Recorder, Hailey, Idaho.

25. **PARTIAL INVALIDITY.** In the event any portion of this Agreement or part thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by the Parties, or their officers, employees or agents shall be binding unless contained in this Agreement or subsequent written amendments thereto.

27. **NO PRESUMPTION.** No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

28. **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights.

29. **RULES OF CONSTRUCTION.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs. Where there is a conflict between the terms of the PUD Findings or Design Review Findings and this Agreement, including any amendments thereto, the terms of this Agreement shall control, followed by the PUD Findings, the Design Review Findings, and any subsequently adopted findings.

30. **CHOICE OF LAWS.** This Agreement shall be construed in accordance with the laws of the state of Idaho in effect at the time of the execution of this Agreement.

31. **EXHIBITS.** Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A – Legal Description
- B – Design Review Findings
- C – PUD Findings
- D – Traffic Impact Analysis

33. **RECITALS INCORPORATED.** The recitals set forth in this Agreement are hereby incorporated herein by reference.

34. **AUTHORITY TO EXECUTE.** Each of the persons executing this Agreement represent and warrant that he has the lawful authority and authorization from their respective entities to execute this Agreement, as well as all applications, plats and other documents required hereunder for and on behalf of the entity executing this Agreement.

35. RELIANCE BY KETCHUM. This Agreement is intended by Owner to be considered by Ketchum as part of the Land Use Applications. Owner acknowledges and intends for Ketchum to consider and rely upon this Agreement in Ketchum's review and consideration of said Land Use Applications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the state of Idaho, the date and year first written above.

BALD MOUNTAIN, LLC, a Washington limited liability company

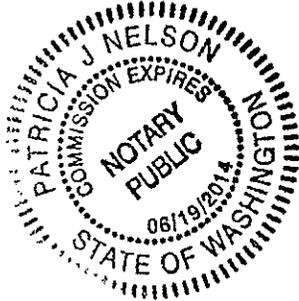
By: [Signature]
Name: MICHAEL LERBY
Title: MEMBER

CITY OF KETCHUM, IDAHO

By: [Signature]
Mayor

STATE OF WASHINGTON,)
County of KING) ss.

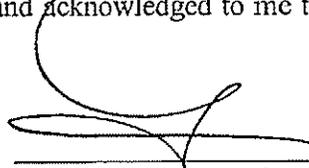
On this 17th day of SEPTEMBER, 2010, before me, a Notary Public in and for said State, personally appeared MICHAEL LERBY, known or identified to me to be a Managing Member of BALD MOUNTAIN LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



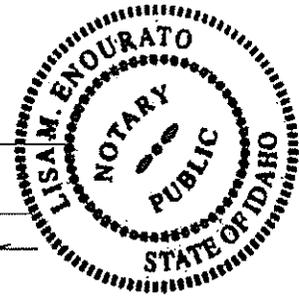
Patricia J. Nelson
NOTARY PUBLIC for IDAHO WA
Residing at Prudhomme, WA
Commission expires 6/19/2014

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 10th day of September, 2010, before me, a Notary Public in and for said State, personally appeared Randy Hall, Mayor of the City of Ketchum, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the Mayor of the City of Ketchum, Idaho, and acknowledged to me that he executed the same as Mayor of the City of Ketchum, Idaho.



NOTARY PUBLIC for IDAHO
Residing at Harley, Id
Commission expires 4/19/12





October 5, 2011

Mayor Randy Hall and Ketchum City Council Members
City of Ketchum
480 East Ave North
PO Box 2315
Ketchum, ID 83340

**Re: *Bald Mountain Lodge
Development Agreement – Building Permit Extension Request***

Dear Mayor Hall and Ketchum City Council Members:

The Development Agreement between Bald Mountain Lodge, LLC and the City of Ketchum provides a deadline of December 31st, 2011 for a building permit relating to the above referenced project to be filed. With the filing for the permit by this date, Bald Mountain, LLC would receive specific incentives as outlined in the Agreement under SECTION 8 – CONSTRUCTION TIMELINE AND INCENTIVES.

Since the execution of the Development Agreement, we have diligently continued to work on all aspects of this project, confident of meeting the December 31st deadline. However, due to the current national and local economic conditions, by way of this letter, we respectfully ask the City Council and Staff to consider and subsequently grant Bald Mountain, LLC a one year extension of the December 31st, 2011 permit filing deadline.

Please understand that moving forward with this project is our primary objective and the extension simply allows us to adjust to the economic conditions. Our goal is to provide the City with a viable, income producing property which will benefit all who are involved and we are confident this goal will be met with some additional time allowed.

Consideration of our request is very much appreciated.

Please contact me at (253) 381-1130 or via email at kerby@highmark-llc.com should you wish to discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael W. Kerby', written in a cursive style.

Michael W. Kerby, CEO
HMI



REGULAR KETCHUM CITY COUNCIL MEETING
Monday, October 3, 2011 at 5:30 p.m.
Ketchum City Hall, Ketchum, Idaho

Present: Mayor Randy Hall
Council President Larry Helzel
Councilor Baird Gourlay
Councilor Nina Jonas
Councilor Curtis Kemp

Also Present: Ketchum City Administrator Gary Marks
Ketchum City Attorney Stephanie Bonney
Ketchum Community and Economic Development Director Lisa Horowitz
Recording Secretary Sunny Grant

1. The meeting was called to order by Mayor Randy Hall at 5:30pm.

2. Communications from Mayor and Councilors

Councilor Jonas and CED Director Lisa Horowitz attended a Blaine County Regional Transportation Committee.

Mayor Hall and several Councilors attended a recent Friedman Memorial Airport Authority (FMAA) meeting on the replacement airport. The FMAA is actively seeking public input on what the community wants. Sustain Blaine is compiling some figures, including what it would cost to upgrade the existing facility, and the number of jobs provided by the current and potentially expanded airport. The City of Ketchum may want to formally participate in the community process.

3. National Arts and Humanities Month

Mayor Randy Hall proclaimed October 2011 as National Arts and Humanities Month in the City of Ketchum and in the Wood River Valley.

4. Mayoral Announcement

Mayor Randy Hall said Ketchum had lost two of its long-time beloved residents this week: Pat Murphy and Steve Pruitt.

5. Communications from the Public

Bill White, Ketchum Council candidate, said a hypocrite is "a person who acts in contradiction to his beliefs." White said it was hypocritical for him to run in the upcoming election. He said people who oppose the current strong mayor form of government are doing so because they want to change the membership of the City Council. White does not believe in the change of government initiative, and asked voters to not vote for it, or for him.

Mickey Garcia said there was no reason a voter couldn't vote for the new form of government and keep the same people. He said this was a genuine opportunity for a progressive government.

6. Communications from the Press

There were no comments from the Press at this time.

CONTRACTS AND AGREEMENTS

7. Sun Valley Marketing Board Contract for Services

Also Present: Sun Valley Marketing Board President Jake Peters

This contract is similar to last year's, and Ketchum's contribution is a small increase over last year. Ketchum agreed on a financial commitment of \$450,000 in their FY2012 budget.

Helzel told the Marketing Board he'd like to see Ketchum support fewer organizations in a larger way to avoid duplication. He suggested Fly Sun Valley Alliance be integrated into the Marketing Board.

Jonas said she had concerns that she would like to discuss with the Marketing Board's new President/Chief Marketing Officer Arlene Schieven. Jonas expressed concern about the visitor center, and asked what the Chamber plans to do to garner local business support. Peters was pretty sure the Visitors Center supported all businesses in the community, not just Chamber member businesses, but he would report back to the Council at an upcoming meeting.

The Marketing Board's job is to increase demand for Sun Valley, and make sure the visitor has a pleasant visit. Peters said the cities of Ketchum and Sun Valley were funding strategic marketing. Funding from the Idaho Travel Council and Chamber member dues would support the Visitors Center and local operations/events.

Council President Larry Helzel moved to approve the FY2011-12 Sun Valley Marketing Board Contract for Services in the amount of \$450,000. Motion seconded by Councilor Curtis Kemp, and passed unanimously.

8. Ketchum Community Development Corporation Contract for Services

**Also Present: KCDC President Tom Unger
KCDC Executive Director Jon Duval
KCDC Board Town Design Team Head Dale Bates
KCDC Board member at large Michael Carpenter**

The Ketchum Downtown Master Plan was adopted in 2006 to create a guiding framework for the city for the next 10-15 years. The Master Plan spawned the Urban Renewal Agency and Ketchum Community Development Corporation. The Downtown Ketchum Vision Statement, also adopted in 2006, states that the downtown serves as the primary social center for residents and visitors. The KCDC's goal is to initiate and complete projects that the community prioritized throughout the master planning process.

Duval reported on the CDC's completed projects, and their return on investment. He described several new programs. The CDC is partnering with Region IV Development on business consulting to help local entrepreneurs. The KCDC presented a budget that is about the same as last year's. Duval distributed a KCDC Treasurer's Report supporting the proposed budget to Council.

Helzel said the KCDC was designed to foster public-private partnerships through well-coordinated volunteers. He urged the KCDC to take advantage of its volunteers and to do more projects with more widespread community involvement. Two such KCDC projects are Vision for a Vibrant Sustainability Community seminar that would continue to work with Ketchum P&Z and the Comprehensive Plan; and the KCDC's Downtown Walkability project which could involve the City of Ketchum, the URA, the whole town, and be funded largely through private donations.

PUBLIC COMMENT:

Charles Friedman works for Zions Bank. He said banks sponsor the SBA program, which helps small businesses, particularly those who can add employees. He said the KCDC had been proactive in integrating young professionals into the city process.

Duval thanked Steve Pruitt for everything he had done, especially his roles on Town Square and the Kagan Park.

Council President Larry Helzel moved to approve the FY2011-12 Ketchum Community Development Corporation Contract for Services in an amount not to exceed \$116,400. Motion seconded by Councilor Curtis Kemp, and passed unanimously.

RESOLUTIONS

9. Resolution 11-023: Establishing goals for the City

The City Council recently held a retreat to set long range goals for the city.

Gourlay said he'd like for the City's new website to include blogs for elected officials and key department staff.

Councilor Curtis Kemp moved to pass Resolution 11-023, a resolution of the City Council of the City of Ketchum, Idaho, establishing goals for the City. Motion seconded by Council President Larry Helzel, and passed unanimously.

10. CONSENT CALENDAR

- a. Approval of minutes from the September 19, 2011 Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Approval of the 2011-2012 Liquor, Beer and Wine License: See list

Council President Larry Helzel moved to adopt the Consent Agenda for October 3, 2011, seconded by Councilor Curtis Kemp. Motion passed unanimously.

11. EXECUTIVE SESSION

Council President Larry Helzel moved to go into Executive Session to discuss personnel, litigation and land acquisition, pursuant to Idaho Code §§67-2345 1(c) Land Acquisition, at 6:49p.m., seconded by Councilor Curtis Kemp. Roll call: Council President Larry Helzel yes, Councilman Curtis Kemp yes, Councilman Baird Gourlay yes, Councilwoman Nina Jonas yes. Motion passed unanimously.

12. ADJOURNMENT

___ moved to adjourn at ___pm. ___ seconded the motion, and it passed unanimously.

Randy Hall
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR1007110	State Withholding Tax Pay Period: 10/7/2011	5,976.00
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	09/30/11	Workmen's Comp	7,206.92
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
BLUE CROSS OF IDAHO	093011	Health Ins - Employee + 1 Chld Pay Period: 9/23/2011	1,167.14-
BLUE CROSS OF IDAHO	PR1007110	Health Ins - Family Pay Period: 10/7/2011	263.05
BLUE CROSS OF IDAHO	PR1007110	Health Ins - Employee + Spouse Pay Period: 10/7/2011	255.04
BLUE CROSS OF IDAHO	PR1007110	Health Ins - Family Pay Period: 10/7/2011	578.71
BLUE CROSS OF IDAHO	PR1007110	Health Ins - Employee + 1 Chld Pay Period: 10/7/2011	40.05
BLUE CROSS OF IDAHO	PR1007110	Health Ins - Employee + 2 Chld Pay Period: 10/7/2011	124.44
BLUE CROSS OF IDAHO	PR1007110	Health Ins - Family Pay Period: 10/7/2011	105.22
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR1007110	AFLAC After-Tax Pay Period: 10/7/2011	186.97
AFLAC	PR1007110	AFLAC Pre-Tax Pay Period: 10/7/2011	779.84
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
NCPERS IDAHO	C3761011	Group Life Insurance Unit C376	80.00
REGENCE LIFE & HEALTH	093011	Long Term Disability Pay Period: 9/23/2011	4.54
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	093011	Dental Insurance - 1 Child Pay Period: 9/23/2011	90.95-
DELTA DENTAL PLAN OF IDAH	PR1007110	Dental Insurance - 1 Child Pay Period: 10/7/2011	34.64
DELTA DENTAL PLAN OF IDAH	PR1007110	Dental Insurance - Spouse Pay Period: 10/7/2011	204.27
DELTA DENTAL PLAN OF IDAH	PR1007110	Dental Insurance - Family Pay Period: 10/7/2011	739.52
DELTA DENTAL PLAN OF IDAH	PR1007110	Dental Insurance - 2+ Child Pay Period: 10/7/2011	152.85
01-2173-3000 P/R DEDUC PBL--PEBSCO			
NATIONWIDE RETIREMENT SOL	PR1007110	Nationwide - 0026904-001 Pay Period: 10/7/2011	525.00
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR1007110	Child Support Pay Period: 10/7/2011	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR1007110	Pioneer Federal Credit Union Pay Period: 10/7/2011	2,985.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR1007110	125 Medical Savings Pay Period: 10/7/2011	1,869.13
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR1007110	125 Dependant Care Pay Period: 10/7/2011	603.85
Total :			21,726.63

LEGISLATIVE & EXECUTIVE**01-4110-3200 OPERATING SUPPLIES**

SUN VALLEY NATURAL SPRING 26665 Water Cooler & Bottles for Meeting Room 19.22

01-4110-4000 ELECTIONSCADY, SANDRA E. 093011 Petty Cash 2.50
EXPRESS PUBLISHING, INC. 2196-09/11 Acct. 2196 354.00**01-4110-4200 PROFESSIONAL SERVICES**

NBS-NATIONAL BENEFIT SERVI 358441 HRA Admin Fees 6.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG US BANK	09/26/11	Mayor - Meeting Expenses	308.68
Total LEGISLATIVE & EXECUTIVE:			691.36
ADMINISTRATIVE SERVICES			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	504.38
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	21.78
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
CADY, SANDRA E.	093011	Petty Cash	.50
US BANK	09/26/11	Supplies	3.54
MAGIC VALLEY BUSINESS SYST	C10428	Copier Maintenance	28.39
SUN VALLEY NATURAL SPRING	26665	Water Cooler & Bottles for Meeting Room	19.22
UNIFIED OFFICE SERVICES	123192	Office Supplies	39.99
UNIFIED OFFICE SERVICES	123379	Office Supplies	33.73
01-4150-3310 STATE SALES TAX-GEN.GOV. & PAR			
STATE TAX COMMISSION	093011	Sales Tax 09/01/11 - 09/30/11	29.63
01-4150-4200 PROFESSIONAL SERVICES			
GRANT, SUZANNE	100411	CC Minutes 10/03/11	112.50
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	10.60
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-09/11	Account 2196	387.44
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	09/26/11	Gary Marks - Travel Expenses	1,362.82
DOUBLETREE RIVERSIDE	48228	Lodging for Patricia Bennett	309.00
MARKS, GARY	092911	III-A Meeting	133.77
01-4150-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	165.00
CENTURY LINK	1182035871	ACCT. 74754376	95.45
SENTINEL FIRE & SECURITY, IN	151896	Quarterly Monitoring Fee	81.00
01-4150-5110 COMPUTER NETWORK			
MICOR CONSULTING	4197	Update Model	449.10
MXTOOLBOX, INC	42504	Email & Spam Services	303.00
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	585700	ACCT. 951449	90.00
CLEAR CREEK DISPOSAL	585993	ACCT. 960	33.21
IDAHO POWER	5582759799-09	ACCT. 5582759799	106.27
IDAHO POWER	769316182-09/	ACCT. 769316182	1,084.89
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	65.74
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
TWO SWEEPS OF IDAHO	09/20/11	Cleaned Chimney at 131 River Street	130.00
WAXIE SANITARY SUPPLY	72866162	Supplies	491.73
Total ADMINISTRATIVE SERVICES:			6,092.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	41601	1536-03 - General	8,838.85
MOORE SMITH BUXTON & TUR	41605	1536-38 - Keierleber	273.00
MOORE SMITH BUXTON & TUR	41606	1536-42 Local 4758 v. Ketchum	1,319.84
Total LEGAL:			10,431.69
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	1,678.72
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	09/26/11	Supplies	32.74
IDAHO STATE HISTORICAL SOC	8072	Shipping of File to P&Z	10.96
MAGIC VALLEY BUSINESS SYST	C10428	Copier Maintenance	56.78
01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL			
US BANK	09/26/11	Supplies	23.04
MAGIC VALLEY BUSINESS SYST	C10428	Copier Maintenance	56.78
01-4170-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-09/11	ACCT. 1856	21.29
US BANK	09/26/11	Meeting Expense	52.91
01-4170-4200 PROFESSIONAL SERVICES			
BENCHMARK ASSOCIATES	811-11	Professional Services	402.50
GALENA ENGINEERING, INC.	1318.147-06/11	Plat Checks	345.00
GALENA ENGINEERING, INC.	1318.147-07/11	Plat Checks	172.50
GALENA ENGINEERING, INC.	1318.147-08/11	Plat Checks	172.50
GALENA ENGINEERING, INC.	1318.147-09/11	Plat Checks	345.00
KETCHUM COMPUTERS, INC.	7685	Computer Maintenance	75.00
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	26.81
01-4170-4261 PROF SERVICE-WS RANCH RESORT			
MOORE SMITH BUXTON & TUR	41601	1536-03 - General	2,008.50
MOORE SMITH BUXTON & TUR	41602	1536-11 Task #1 WSRR Annexation - 2008	598.77
01-4170-4266 PROFESSIONAL SERVICES-ECON DEV			
INTERNATIONAL ECONOMIC DE	090111	Membership	345.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-09/11	Account 2196	161.92
01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	09/26/11	Membership Dues	225.00
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ENOURATO, LISA	092811	Travel Expenses	136.50
01-4170-5100 TELEPHONE & COMMUNICATIONS			
HOROWITZ, LISA	08/31/11	Cell Phone Reimbursement	32.57
Total COMMUNITY PLANNING/DEVELOPMENT:			6,980.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
US BANK	09/26/11	2 Swank Motion Pictures	443.25
KETCHUM COMPUTERS, INC.	7685	Website Meetings	350.00
CIVICPLUS	93063	Website Design Phase	5,606.67
Total CONTINGENCY:			6,399.92
CONTRACT FOR SERVICES			
01-4196-6200 CLEAR CREEK-GARBAGE BILLING			
CLEAR CREEK DISPOSAL	093011	Money Collected for September	2,008.44
Total CONTRACT FOR SERVICES:			2,008.44
POLICE			
01-4210-4200 PROFESSIONAL SERVICES			
IDAHO STATE POLICE	092611	Fingerprint Processing	58.50
Total POLICE:			58.50
BUILDING			
01-4240-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	526.30
01-4240-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-09/11	ACCT. 1856	4.41
US BANK	09/26/11	Supplies	38.54
MAGIC VALLEY BUSINESS SYST	C10428	Copier Maintenance	28.39
01-4240-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	3.72
01-4240-4210 PROFESSIONAL SERVICES-IDBS			
DIVISION OF BUILDING SAFETY	07-2011	July Building Permit Fees	2,578.00
DIVISION OF BUILDING SAFETY	07-2011	July Building Plan Check Fees	881.00
DIVISION OF BUILDING SAFETY	08-2011	August Building Permit Fees	4,009.00
DIVISION OF BUILDING SAFETY	08-2011	August Building Permit Fees	1,253.00
DIVISION OF BUILDING SAFETY	10/06/11	September Building Permit Fees	4,382.00
DIVISION OF BUILDING SAFETY	10/06/11	September Plan Check Fees	989.00
Total BUILDING:			14,695.36
Total GENERAL FUND:			69,085.37
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-2900 AWARDS			
SUN VALLEY EVENTS	341	Ribbons	156.13
02-4530-3100 OFFICE SUPPLIES & POSTAGE			
CADY, SANDRA E.	093011	Petty Cash	1.00
SUN VALLEY EVENTS	341	Shipping	50.73

Vendor Name	Invoice Number	Description	Net Invoice Amount
02-4530-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	902-09/11	ACCT. 902	418.50
IDAHO LUMBER & HARDWARE	389276	Supplies	131.00
PERRY'S	09/30/11	Wagon Days	194.48
SUN VALLEY EVENTS	341	Brunch for Wagon Days Grand Marshall	63.88
02-4530-3310 STATE SALES TAX			
STATE TAX COMMISSION	093011	Sales Tax 09/01/11 - 09/30/11	214.86
02-4530-4200 PROFESSIONAL SERVICES			
KETCHUM-SUN VALLEY HISTO	093011	Grand Marshall Party	1,069.71
Total WAGON DAYS EXPENDITURES:			2,300.29
Total WAGON DAYS FUND:			2,300.29
STREET MAINTENANCE FUND			
STREET			
04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	618.67
04-4310-3200 OPERATING SUPPLIES			
ARAMARK	75528705	Uniforms	793.51
AW DIRECT, INC.	1017942570	Supplies	796.60
C&H DISTRIBUTORS, LLC	10951556	Supplies	948.48
US BANK	09/26/11	Boots at Cabelas	360.00
D AND B SUPPLY	11044-07/11	ACCT. 11044	677.62
D AND B SUPPLY	11044-09/11	ACCT. 11044	821.41
D AND B SUPPLY	11044-09/24/11	ACCT. 11044	159.98
D AND B SUPPLY	11044-09/24/11	ACCT. 11044	270.96
D AND B SUPPLY	11044-09/24/11	ACCT. 11044	279.99
KNEADERY	093011	Breakfast for Street Department	122.95
NAPA AUTO PARTS	666012	Supplies	80.08
TREASURE VALLEY COFFEE IN	2160:02591754	COFFEE	28.10
ZEE MEDICAL COMPANY	161370486	Supplies	104.88
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	367426	ACCT. 37269	546.83
UNITED OIL	367451	ACCT.37269	773.04
UNITED OIL	675969	ACCT. 37269	1,472.21
04-4310-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	31.99
04-4310-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1182035871	ACCT. 74754376	5.90
WOODRIVER ELECTRONICS	10106504	Supplies	139.98
04-4310-5200 UTILITIES			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	17.94
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	13.74
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	8.11
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	665515	Supplies	8.28
NAPA AUTO PARTS	665545	Supplies	12.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	666213	Supplies	61.86
NAPA AUTO PARTS	667308	Supplies	10.98
RIVER RUN AUTO PARTS	6538-36516	Parts & Supplies	11.29
RIVER RUN AUTO PARTS	6538-37064	Parts & Supplies	30.79
SHAW AUTO PARTS, INC.	222127	Parts & Supplies	125.00
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
CHATEAU DRUG CENTER	692049	Supplies	11.28
FASTENAL COMPANY	IDJER30590	Parts	172.65
FREIGHTLINER OF IDAHO	113952	Parts & Supplies	310.20
LES SCHWAB	609065	Tires	862.00
LES SCHWAB	609066	Tire Tubes	308.94
METROQUIP, INC.	13156	Parts	1,123.03
NAPA AUTO PARTS	666157	Supplies	16.98
NAPA AUTO PARTS	667134	Supplies	17.37
RIVER RUN AUTO PARTS	6538-37256	Parts & Supplies	117.81
RIVER RUN AUTO PARTS	6538-37466	Parts & Supplies	116.70
KENWORTH SALES COMPANY	TKSJPR784724	Supplies	150.25
KENWORTH SALES COMPANY	TKSJPR785015	Truck Seats	425.00
WESTERN STATES EQUIPMENT	PC040169592	Parts	1,580.28
WESTERN STATES EQUIPMENT	PR040020533	Parts	1,580.28-
WESTERN STATES EQUIPMENT	PR040020558	Parts	50.91-
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400079046	ACCT. 241076800	69.97
AMERIPRIDE LINEN	2400080954	ACCT. 241076800	35.97
NORCO	8607411	ACCT. 53271	199.11
NORCO	8692231	ACCT. 53271	196.80
SENTINEL FIRE & SECURITY, IN	151897	Quarterly Monitoring Fee	81.00
SENTINEL FIRE & SECURITY, IN	152117	Quarterly Monitoring Fee	81.00
04-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-898386		1,772.00
SAFETY SUPPLY & SIGN CO.	129093		2,139.00
SAFETY SUPPLY & SIGN CO.	129512	Signage	7,274.07
04-4310-6930 STREET LIGHTING			
IDAHO POWER	6304817401-09	ACCT. 6304817401	119.92
IDAHO POWER	8344414305-09	ACCT. 8344414305	12.26
SILVER CREEK ELECTRIC, INC.	2092	Street Light Repairs	753.21
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING	3801	Asphalt	1,510.45
A.C. HOUSTON LUMBER CO.	14-276889	Supplies	26.78
LUTZ RENTALS	9218-1	Rental Equipment	145.44
LUTZ RENTALS	9437-1	Rental Equipment	135.00
LUTZ RENTALS	9782-1	Supplies	194.77
LUTZ RENTALS	9851-1	Supplies	376.92
MERRICK CONSTRUCTION, INC.	7585	Curb & Gutter	3,024.00
MERRICK CONSTRUCTION, INC.	7595	Curb & Gutter	8,177.25
SUNSEAL, LTD	7655	Striping	175.00
WALKER SAND AND GRAVEL	11373	Road Materials	3,129.68
Total STREET:			42,544.86
Total STREET MAINTENANCE FUND:			42,544.86

Vendor Name	Invoice Number	Description	Net Invoice Amount
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	721.20
10-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	91.73
10-4230-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-09/11	ACCT. 1856	2.20
US BANK	09/26/11	Tech Rescue Expenses & Calendars	128.50
US BANK	09/26/11	Supplies	19.28
MAGIC VALLEY BUSINESS SYST	C10428	Copier Maintenance	14.20
UNIFIED OFFICE SERVICES	123193	Office Supplies	56.93
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	675967	ACCT. 37267	272.63
10-4230-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	26.16
10-4230-5100 TELEPHONE & COMMUNICATIONS			
AUTO PHONE	5677	Speaker Jack	49.50
AUTO PHONE	5694	battery	156.00
AUTO PHONE	5697	Repairs	146.40
BLAINE COUNTY EMERGENCY	KFD2012	Radios	140.00
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
TG TECHNICAL SERVICES	3547	Supplies	88.81
Total FIRE & RESCUE:			1,913.54
Total FIRE & RESCUE FUND:			1,913.54
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	994.08
14-4260-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	137.59
14-4260-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-09/11	ACCT. 1856	2.20
US BANK	09/26/11	Tech Rescue Expenses & Calendars	102.45
US BANK	09/26/11	Supplies	19.27
MAGIC VALLEY BUSINESS SYST	C10428	Copier Maintenance	14.19
MOORE MEDICAL CORPORATIO	81663107	Supplies	22.50
MOORE MEDICAL CORPORATIO	81664959	Supplies	294.65
MOORE MEDICAL CORPORATIO	81672512-09/1	Supplies	222.25
UNIFIED OFFICE SERVICES	123193	Office Supplies	56.92
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	675967	ACCT. 37267	348.83

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	38.62
14-4260-5100 TELEPHONE & COMMUNICATIONS			
AUTO PHONE	5677	Speaker Jack	49.50
AUTO PHONE	5694	battery	156.00
AUTO PHONE	5697	Repairs	146.40
BLAINE COUNTY EMERGENCY	KFD2012	Radios	140.00
US BANK	09/26/11	GMPCS Fees	69.01
14-4260-6100 REPAIR & MAINT--MACHINERY & EQ			
TG TECHNICAL SERVICES	3547	Supplies	88.81
Total AMBULANCE SERVICE:			2,858.27
Total AMBULANCE SERVICE FUND:			2,858.27
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	890.00
18-4510-3200 OPERATING SUPPLIES			
SYSCO	1092202652	Supplies	138.30
SYSCO	109290507	Supplies	50.30
18-4510-3250 RECREATION SUPPLIES			
LUTZ RENTALS	9638-1	Rental Equipment	13.32
18-4510-3280 YOUTH GOLF			
BIGWOOD GOLF @ THUNDERSP	55	Fee for Course and Driving Range	800.00
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	1092202652	Supplies	126.14
SYSCO	109290507	Supplies	138.97
18-4510-3310 STATE SALES TAX-PARK			
STATE TAX COMMISSION	093011	Sales Tax 09/01/11 - 09/30/11	1,512.26
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	675968-093011	ACCT. 37268	273.16
18-4510-4200 PROFESSIONAL SERVICES			
EXPRESS PUBLISHING, INC.	2196-09/11	Account 2196	28.00
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	24.74
PENFIELD STROH	062711	Art on Fourth Brochure Design	151.25
CHRIS DRUM	091411	Public art display	300.00
TOM TEITGE	091411	Public art display	300.00
MICHAEL COLEMAN	0191411	Public art display	600.00
JOSEPH L. CASTLE	091411	Public art display	300.00
ROBERT WIEDERRICK	091411	Public art display	300.00
WILLIAM ROBINSON	091411	Public art display	600.00
MARK STASZ	091411	Public art display	300.00
DAVID SECREST	091411	Public art display	300.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1182035871	ACCT. 74754376	4.62

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-5200 UTILITIES			
CLEAR CREEK LAND CO. LLC	7100	Storage Unit	70.00
IDAHO POWER	1390712010-09	ACCT. 1390712010	28.98
IDAHO POWER	3732923535-09	ACCT. 3732923535	83.73
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-37196	Parts & Supplies	17.90
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
CHATEAU DRUG CENTER	693567	Supplies	13.10
US BANK	09/26/11	Pet Pick-ups	1,106.39
A.C. HOUSTON LUMBER CO.	14-275971	Supplies	5.09
A.C. HOUSTON LUMBER CO.	14-277195	Supplies	23.36
PIPECO, INC.	104902	Supplies	5.75
SONNTAG RECREATION, LLC	111149	Memorial Bench	4,070.00
WEBB LANDSCAPING	71210	Supplies	4.99
SHERWIN-WILLIAMS CO.	9828-4	Supplies	50.49
18-4510-9930 PARK & REC FUND OP.CONTINGENCY			
SAWTOOTH WOOD PRODUCTS, I	69986	Garden Tractor & Broom	14,195.28
Total PARKS AND RECREATION:			26,826.12
Total PARKS AND RECREATION FUND:			26,826.12
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	97.26
22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	65.38
22-4910-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	7.42
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	2107	Remainder of Monthly Payment	2,083.33
Total LOCAL OPTION SALES TAX :			2,253.39
Total LOCAL OPTION SALES TAX FUND:			2,253.39
WATER FUND			
WATER EXPENDITURES			
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	3,176.47
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	122.54
63-4340-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-09/11	ACCT. 1856	7.45
CHATEAU DRUG CENTER	692736	Supplies	26.84
WOOD RIVER LOCK SHOP	1577	Keys	17.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3400 MINOR EQUIPMENT			
CHATEAU DRUG CENTER	692294	Supplies	68.83
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNFITED OIL	675971	ACCT. 37271	883.78
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E227669	Chemicals	90.00-
GEM STATE WELDERS SUPPLY,I	E227826	Chemicals	519.00
63-4340-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	41604	1536-31 - Fuld Pre Annexation	325.00
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	32.99
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1182035871	ACCT. 74754376	5.49
63-4340-5200 UTILITIES			
IDAHO POWER	3783680562-09	ACCT. 3783680562	12,656.99
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1.03
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	8.97
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	609602	Repairs	626.02
LES SCHWAB	609603	Tie Rod	92.52
RIVER RUN AUTO PARTS	6538-37519	Parts & Supplies	19.99
RIVER RUN AUTO PARTS	6538-37556	Parts & Supplies	69.70
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
BOLEN'S CONTROL HOUSE, INC.	S1188250.001	Parts & Supplies	17.60
BOLEN'S CONTROL HOUSE, INC.	S1190948.001	Parts & Supplies	125.10
MAGIC VALLEY BUSINESS SYST	C10765	Copier Maintenance	14.52
PIPECO, INC.	104167	Supplies	6.56
PIPECO, INC.	104406	Supplies	27.18
PIPECO, INC.	104415	Supplies	4.62
PIPECO, INC.	104477	Supplies	3.99
PIPECO, INC.	104771	Supplies	5.44
PIPECO, INC.	104877	Supplies	4.91
PIPECO, INC.	104885	Supplies	3.99
PIPECO, INC.	104906	Supplies	4.14
PIPECO, INC.	105056	Supplies	5.44
STANDARD PLUMBING SUPPLY	T80611	Supplies	29.61
SHERWIN-WILLIAMS CO.	9977-9	Supplies	187.95
63-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	4074	Excavation	1,716.51
Total WATER EXPENDITURES:			20,729.13
Total WATER FUND:			20,729.13
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	1,425.18

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	HRA-09/30/11	HRA Billing	122.54
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400078391	ACCT. 241021000	115.78
ATKINSONS' MARKET	1856-09/11	ACCT. 1856	20.15
CHATEAU DRUG CENTER	690626	Supplies	14.04
MICROFLEX	1234233	Gloves	236.60
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	367416	ACCT. 37270	79.49
UNITED OIL	675971	ACCT. 37271	27.88
65-4350-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E227704	Chemicals	198.00
GEM STATE WELDERS SUPPLY,I	E227875	Chemicals	243.00
65-4350-4200 PROFESSIONAL SERVICES			
MAGIC VALLEY LABS, INC.	36490	Testing	56.00
MAGIC VALLEY LABS, INC.	36491	Testing	946.50
NBS-NATIONAL BENEFIT SERVI	358441	HRA Admin Fees	48.94
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1182035871	ACCT. 74754376	13.31
65-4350-5200 UTILITIES			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	2.06
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	52.17
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	2.06
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1.03
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	65.13
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
FINI MACHINERY, INC.	5858	Repair	377.85
NORTHWEST EQUIP SALES MAC	121702T	Supplies	494.72
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
MAGIC VALLEY BUSINESS SYST	C10765	Copier Maintenance	14.52
McMASTER-CARR SUPPLY CO.	95746395	Supplies	24.13
65-4350-6150 OHIO GULCH REPAIR & REPLACE			
TAYLOR MADE FENCE	10-315	Repair Fence	4,870.00
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400078391	ACCT. 241021000	20.43
A.C. HOUSTON LUMBER CO.	14-275593	Supplies	138.72
A.C. HOUSTON LUMBER CO.	14-275798	Supplies	15.16
LES SCHWAB	608907	Tires	1,200.97
LES SCHWAB	609784	Brake Repairs	463.04
LUNCEFORD EXCAVATION, INC.	4066	Excavation	3,873.25
LUTZ RENTALS	9317-1	Rental Equipment	83.16
PIPECO, INC.	104598	Supplies	164.95
UNITED OIL	675970	ACCT. 37270	99.70
65-4350-7800 CONSTRUCTION			
TEMCOR	7986	Skylight Fabrication	9,875.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER EXPENDITURES:			25,385.46
Total WASTEWATER FUND:			25,385.46
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-6600 REFUNDS-P&Z RETAINER FEES			
KATE DELATE	01/27/11	Refund or Retainer Fees	320.01
KAREN SAWYER	09/29/11	Retainer Refund	47.57
GREG WENTWORTH	06/08/11	Refund of Retainer Fees	136.30
DOUG AANESTAD	07/11/11	Refund of Retainer Fees	271.57
Total DEVELOPMENT TRUST EXPENDITURES:			775.45
Total DEVELOPMENT TRUST FUND:			775.45
Grand Totals:			194,671.88

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council</u>
il Naso	X		X			7/18/2011
Johnny G's Sub Shack	X					8/1/2011
Clarion Inn of Sun Valley	X		X			8/1/2011
Rickshaw Inc	X		X			8/1/2011
Sayvour	X		X			8/1/2011
Mama Inez	X					8/1/2011
Java on Fourth	X		X			8/1/2011
Irving's Red-Hots	X					10/3/2011
Starbucks Coffee	X		X			10/17/2011

BEER, WINE AND LIQUOR-BY-THE DRINK LICENSE APPLICATION

To the City Council, Ketchum, Idaho

Year Applying for ^{Oct} August 1, 2011 - July 31, 2012

The undersigned a Corporation __, Partnership __, Individual __, does hereby make application for a license to sell during the year 2011-2012, the following:

- | | | | |
|----|---|------------|---------------------------|
| 1. | BEER LICENSE | Fee | |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ | 200.00 1166.70 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ | 50.00 |
| 2. | WINE LICENSE | | |
| | <input checked="" type="checkbox"/> Wine, to be consumed on premises: | \$ | 200.00 1166.70 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ | 200.00 |
| 3. | LIQUOR LICENSE | | |
| | <input type="checkbox"/> Liquor by the drink | \$ | 560.00 |
| | | Total Due: | \$ 350.07 |

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law. The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant;

Name of Applicant CAIRBE GROUP, LLC
 D/B/A STARBUCKS COFFEE
 Mailing Address PO BOX 6336
 Phone Number 208-721-1328

Physical Address of business where license will be displayed 491 SUN VALLEY RD, KETCHUM

Record owner of the property KETCHUM URBAN RENOVATION AGENCY

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? NO

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes __ No X

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners: JANE RIZZO, OWNER/MANAGER, 121 GERONIMO DR, HAILEY, ID 83333 GEORGE RIZZO, OWNER, 121 GERONIMO DR, HAILEY, ID 83333

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business OWNER/MANAGER

Subscribed and sworn to before me this _____ day of _____, _____.

Kathleen Schwalbenberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 350.07

License No. 1439A

Approved by City of Ketchum, ID _____

By _____ Mayor

Oct 17, 11