

City of Ketchum, Idaho

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



December 28, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

January 3, 2012 City Council Agenda Report

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

3. COMMUNICATIONS FROM CITY STAFF.

- a) Council Packet Process Report - Gary Marks, City Administrator.

During the December 5, 2011 City Council meeting, Councilor Nina Jonas inquired if Council packets could be prepared earlier than currently provided (i.e. the Thursday prior to a Council meeting). Due to the scheduling of Planning and Zoning Commission meetings on the Monday of the week prior to City Council meetings moving the packet process back one day would prevent timely reporting and action by the City Council on P & Z issues. Additionally, the general timeliness of other agenda item materials would be severely challenged. It would be possible to forward major reports to the Council on an early basis for items that are ready prior to the normal packet process. Effective immediately, staff will arrange early distribution on such items as appropriate.

Councilor Jonas also asked about advertising agendas in the Friday newspapers. This is a past practice of the City which was discontinued several years ago due to expense. Resuming this practice would cost approximately \$300 per meeting agenda (assuming a 2 column/12" ad) for a total annual regular meeting cost of \$6,900 (23 regular meeting x \$300).

RECOMMENDATION: Staff respectfully requests the Council's directions on these matters.

RECOMMENDED MOTION: Pending Council direction.

This is a legislative matter.

6. PUBLIC HEARINGS.

- a) Ordinance 1093: City initiated text amendments to Ketchum Municipal Code, Title 17, Chapters 17.64, Community Core District, 17.166, Conditional Uses and 17.128, Supplementary Location and Bulk Regulations (Request to continue public hearing to January 17, 2012) - Rebecca Bundy, Associate Planner.

Due to scheduling considerations, staff is seeking the continuation of this hearing to the January 17, 2012 City Council meeting. A short staff report from Rebecca Bundy has been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council continue the public hearing for Ordinance 1093 to January 17, 2012.

RECOMMENDED MOTION: *"I move to continue the public hearing for Ordinance 1093, City initiated text amendments to Ketchum Municipal Code, Title 17, Chapters 17.64, Community Core District, 17.166, Conditional Uses and 17.128, Supplementary Location and Bulk Regulations to January 17, 2012."*

This is a legislative matter.

7. CONTRACTS AND AGREEMENTS.

- a) Recommendation to approve a contract for services with S2O Design and Engineering for Public Purposes Management Area Master Plan and Design Engineering services in an amount not to exceed \$71,572 - Jennifer L. Smith, Director of Parks & Director.

The Parks and Recreation Department is seeking Council approval of a contract for services with S2O Design and Engineering for Public Purposes Management Area Master Plan and Design Engineering services in an amount not to exceed \$71,572. A detailed staff report from Jen Smith has been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contract for services with S2O Design and Engineering for Public Purposes Management Area Master Plan and Design Engineering services in an amount not to exceed \$71,572.

RECOMMENDED MOTION: *"I move to approve the contract for services with S2O Design and Engineering for Public Purposes Management Area Master Plan and Design Engineering services in an amount not to exceed \$71,572."*

This is a legislative matter.

- b) Recommendation to approve a contract for services with Mountain Rides Transportation Authority and LSC Transportation Consultants, Inc. for

Downtown Transit Center design services in an amount not to exceed \$6,000
- Lisa Horowitz, Community and Economic Development Director.

The Community and Economic Development Department is seeking Council approval of a contract for services with Mountain Rides Transportation Authority and LSC Transportation Consultants, Inc. for Downtown Transit Center design services in an amount not to exceed \$6,000. A detailed staff report from Lisa Horowitz has been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contract for services with Mountain Rides Transportation Authority and LSC Transportation Consultants, Inc. for Downtown Transit Center design services in an amount not to exceed \$6,000.

RECOMMENDED MOTION: *"I move to approve the contract for services with Mountain Rides Transportation Authority and LSC Transportation Consultants, Inc. for Downtown Transit Center design services in an amount not to exceed \$6,000."*

This is a legislative matter.

- c) Recommendation to approve a contract for services with Tory Canfield for comprehensive plan work in an amount not to exceed \$20,000 - Joyce Allgaier, Planning Manager.

The Planning Division of the Community and Economic Development Department is seeking Council approval for contracted services related to the ongoing Comprehensive Plan Project. The Division is seeking approval of a contract for services with Tory Canfield for Comprehensive Plan work in an amount not to exceed \$20,000. A staff report from Joyce Allgaier and a copy of the proposed contract have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contract for services with Tory Canfield for Comprehensive Plan work in an amount not to exceed \$20,000.

RECOMMENDED MOTION: *"I move to approve the contract for services with Tory Canfield for Comprehensive Plan work in an amount not to exceed \$20,000."*

This is a legislative matter.

8. RESOLUTIONS.

- a) Resolution 12-001: Establishing the Ketchum Events Commission - Jennifer L. Smith, Director of Parks & Director.

Resolution 12-001 proposes to establish a Ketchum Events Commission. The commission would provide improved communication and coordination for community events. A staff report from Jen Smith and a copy of the resolution have been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 12-001 to establish the Ketchum Events Commission.

RECOMMENDED MOTION: *"I move to approve Resolution 12-001 to establish the Ketchum Events Commission."*

This is a legislative matter.

- b) Resolution 12-002: Renumerating Fair Housing Laws regarding discrimination - Lisa Horowitz, Community and Economic Development Director.

Resolution 12-002 comes at the request of the Blaine County Housing Authority to assist with grant procurement. A staff report from Lisa Horowitz and a copy of the resolution have been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 12-002 to renumerate Fair Housing Laws regarding discrimination.

RECOMMENDED MOTION: *"I move to approve Resolution 12-002 to renumerate Fair Housing Laws regarding discrimination."*

This is a legislative matter.

- c) Resolution 12-003: Setting a Public Hearing and Publishing Notice to Amend the 2011-12 Fiscal Year Budget - Gary Marks, City Administrator.

Resolution 12-003 sets a public hearing and authorizes the publication of notice for consideration of an amendment to the Fiscal Year 2011-12 Budget. The amendment is necessary to provide the budget authority to facilitate a Federal Emergency Management Agency grant for the purchase of replacement of the Assistant Fire Chief's vehicle, purchase of protective firefighting equipment and the purchase of radio equipment. A staff report from Sandy Cady and a copy of the resolution have been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 12-003 Setting a Public Hearing and Publishing Notice to Amend the 2011-12 Fiscal Year Budget.

**RECOMMENDED MOTION: "I move to approve Resolution 12-003
Setting a Public Hearing and Publishing Notice to Amend the 2011-12
Fiscal Year Budget."**

This is a legislative matter.

9. CONSENT AGENDA.

- a) Approval of minutes from the November 29, 2011 and December 5, 2011 Council meetings.

Copies of the minutes from the November 29, 2011 and December 5, 2011 Council meetings have been provided in the packet for 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.

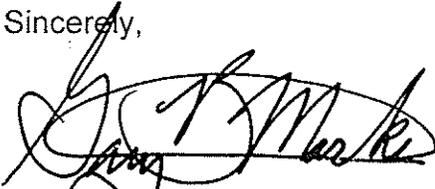
- c) Consideration of the Draft Findings of Fact, Conclusions of Law and Recommendation regarding Warm Springs Ranch Resort Development Agreement, Third Amendment.

Staff respectfully recommends the Council approve the Draft Findings, Conclusions of Law and Recommendation regarding Warm Springs Ranch Resort Development Agreement, Third Amendment.

- d) Recommendation to approve a contract for services with Sun Valley Events for planning activities for the National Brotherhood of Skiers event.

Staff respectfully recommends approval of the contract for services with Sun Valley Events for planning activities for the National Brotherhood of Skiers event in an amount not to exceed \$5,000.

Sincerely,



Gary B. Marks
City Administrator

City of Ketchum, Idaho

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



December 21, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**City initiated text amendments to Ketchum Municipal Code, Title 17,
Chapters 17.64, Community Core District, 17.166, Conditional Uses and
17.128, Supplementary Location and Bulk Regulations
January 3, 2011**

Introduction/History

Staff has kept a running list of code inconsistencies, unclear or missing language and difficulties with process since 2006. From time to time, Staff has brought items from that list before the Commission and the Council to make text changes to the code.

In the summer of 2011, Staff sorted the list into six categories:

- Quick Fix Amendments
- More Complex Amendments
- Definitions
- Form Based Code
- Sustainability/Energy/Green Amendments
- Municipal Code.

Staff decided to start the amendment process with some of the less controversial or less complicated items in the Quick Fix category. On August 8, 2011, Staff held a work session with the Planning and Zoning Commission to consider text amendments to five areas in the code. The first two items were considered, and the meeting was continued to a later date. Input from that first meeting was incorporated into a second draft that was discussed with the Commission at a second workshop at their September 12, 2011 meeting. At the September 12 meeting, a presentation by Mike Goitiandia, Clear Creek Disposal, clarified for the Commission and Staff the logistics of waste removal in city alleys.

At their November 14, 2011 meeting, the Planning and Zoning Commission considered five proposed text amendments and unanimously approved four to the Council for recommended adoption.

Staff intended to bring the proposed code changes before the Council for a public hearing on January 3, 2012 and duly noticed the meeting:

- Published in Idaho Mountain Express on December 14, 2011
- Mailed notices to agencies and political subdivisions on December 19, 2011
- Posted notices in three (3) public places within the City of Ketchum on December 19, 2011

Due to the large volume of business scheduled for the January 3 meeting, the first reading of the code amendments has been postponed. In order to have the legal noticing apply to a later meeting, the code amendment item needs to be continued at the January 3 meeting to a date certain (January 17, 2012).

Financial Requirement/Impact

The proposed text changes will have no financial requirement or impact.

Recommendation

Staff respectfully recommends that the City Council continue the public hearing on proposed text changes amending Ketchum Municipal Code, Title 17, Chapters 17.64, Community Core District, 17.166, Conditional Uses and 17.128, Supplementary Location and Bulk Regulations to January 17, 2012 for a first reading.

Suggested Motion

"Pursuant to Idaho Code §67-65, I move for continuation of the public hearing on proposed text changes amending Ketchum Municipal Code, Title 17, Chapters 17.64, Community Core District, 17.166, Conditional Uses and 17.128, Supplementary Location and Bulk Regulations to January 17, 2012 for a first reading."

Sincerely,



Rebecca F. Bundy
Associate Planner

City of Ketchum, Idaho

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



December 21, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation to contract with S2O Design and Engineering for Recreation and Public Purposes Management Area Master Plan and Design and Engineering Project

Introduction/History

The City applied for a Recreation and Public Purposes (R&PP) patent agreement with the Bureau of Land Management (BLM) in 2008 in partnership with the Wood River Land Trust (WRLT) for management of lands located north and west of Ketchum. The North parcel, known as Hulen Meadows Floodplain and River Access Area, includes approximately 209.19 acres from Sun Peak Day Use Area north to Lake Creek Trail Head. The south parcel, known as Hemingway Floodplain and River Access area, includes 198.42 acres just west of Atkinson Park adjacent to the confluence of Warm Springs Creek and the Big Wood River. The total acreage of the patent application is approximately 409.

Recreation potentials were determined through a series of stakeholder outreach meetings and include concepts such as a white water park designed for river recreationists seeking waves and pools such as kayakers, improvements to wildlife viewing trails and picnic area, and enhancement of riparian vegetation. Public purposes potentials include a well site at Sun Peak whose feasibility will be determined through rigorous testing led by Ketchum's Utilities Department. Thus far, a concept master plan has been developed; however, no actual plans are in place. Myriad stakeholders continue to be engaged.

City Council directed staff to develop a Request For Qualifications at the July 18, 2011 City Council meeting for Master Planning of the RPP sites, including for the design and engineering of a White Water Park to be located at the north parcel. Since Council's approval, Mayor Randy Hall allocated \$35,000 in the City's FY12 budget to be contributed to this Master Planning effort. It is staff's desire to engage additional partners and stakeholders that may contribute to the planning costs. The attached Recreation & Public Purposes Management Area Master Plan and Design & Engineering Project Request For Proposals was approved and endorsed by Susan Buxton, Legal Counsel for the City of Ketchum and was developed with stakeholder assistance and oversight of Council Member, Nina Jonas.

Parks & Recreation Department
Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7830 | www.ketchumidaho.org

Mayor Hall requested an allocation of \$35,000 for Master Planning efforts in FY12. This allocation from the General Fund was approved by City Council for FY12.

Current Report

City Council approved a Preliminary Survey Contract, which was negotiated and approved by the City's legal staff, with S2o on November 21, 2011 in the interest of weather time-sensitivity and the need to complete survey work prior to snow fall. This contract and associated invoice are attached. The survey contract invoice totaled \$20,200.

S2o was given the deadline of 12/27/11 to submit a Master Plan Contract; however, staff reports were required at an earlier date due to scheduled staff time off for the holidays. The Master Plan contract will be submitted to City Administrator Gary Marks as soon as it is received and will be available for City Council perusal.

Financial Requirement/Impact

Financial impact is to be determined by Master Plan contract delivery.* The City has \$14,800 remaining in allocated funds for the Master Plan effort; however, funding efforts by myriad stakeholders will reveal development contributions which are anticipated to cover the balance required for the Master Plan deliverables.

****A Proposal for Master Planning Services for the Ketchum ID R&PP Property was submitted to the author on 12/27/11. The contract proposal indicates a not-to-exceed fee of \$71,572.00. Stakeholders with fundraising capacity will be in attendance at the City Council meeting.***

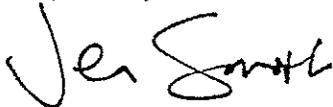
Recommendation

I respectfully recommend that City Council approve contracting with S2O Design and Engineering for Recreation and Public Purposes Management Area Master Plan and Design and Engineering Project at a not-to-exceed total amount of \$71,572.00.

Suggested Motion

"I move to approve contracting with S2O Design and Engineering for Recreation and Public Purposes Management Area Master Plan and Design and Engineering Project at a not-to-exceed total amount of \$71,572.00."

Respectfully Submitted,



Jennifer L. Smith
Director of Parks & Recreation



November 7, 2011

City of Ketchum
Parks and Recreation Department
900 Third Avenue North
Ketchum, Idaho 83340

Attention: Jennifer Smith

Subject: Proposed Services
Scoping Meeting / Land Survey
Ketchum White Water Park
Hulen Meadows, Ketchum, Idaho

S2o Design and Engineering (S2o) on behalf of GeoEngineers, Inc. (GeoEngineers), Eggers Associates (Eggers), PA; Benchmark Associates, PA (Benchmark); and Brockway Engineering (Brockway) would like to thank you for the opportunity to work with the City of Ketchum on this project. This letter proposal outlines our proposed scope of services related to the project scoping meeting and initial professional land surveying activities required to identify project constraints and begin project design.

SCOPE OF SERVICES

Task 1 – Project Scoping Meeting

Due to the fact that the winter season is quickly closing in, we feel it is vital that we complete the field tasks associated with this proposal as soon as possible. Our team will be available to meet immediately upon receiving authorization to proceed. We anticipate being able to conduct the scoping meeting on Thursday November 10 or Friday November 11 with field work being conducted concurrently starting November 9. The scoping meeting will likely be held at the Ketchum City offices and then later be moved to the project site for field discussions (as appropriate). Members of the design team will meet with the City representatives to discuss initial actions, data collection and project needs, timelines and future proposed actions and design potentials.

Task 2 – Professional Land Survey

Benchmark will conduct a professional land survey to gather detailed site topography to generate an aerial site topographic base map. Survey activities will include the following tasks.

Task 2A - Base Map

Benchmark will set panels and survey controls and coordinate an aerial flight of the property. A topographic base map will be prepared based on November 2011 aerial flight activities.



Deliverable: Benchmark will prepare a color orthophoto map at 0.25 pixel with 1 foot contours of the area consisting of red cross-sections on attached Figure 1.

Task 2B - River Cross Sections (Alternative A)

Benchmark will survey 27 cross-sections as depicted in red on the attached map as requested by S2o and GeoEngineers.

Deliverables: Ascii file of the 27 cross-sections, including water surface elevations. (Note: The southernmost cross-section may have to be terminated at the public land boundary unless access is granted by the private property owner.)

Task 2B - Additional River Cross Sections (Alternative B) - If Requested

Benchmark will survey the additional 25 cross-sections as depicted in light blue on the attached map as requested by S20 and GeoEngineers. These cross-sections will be in addition to the 27 red cross sections of Alternative A above.

Deliverables: Ascil file of the 25 cross-sections, including water surface elevations.

TERMS, FEE ESTIMATE, AND SCHEDULE

We are in a position to begin work immediately following written authorization to proceed. Our services will be completed in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. Please review our General Conditions carefully and advise us if you have any questions or desire to modify the terms of our agreement. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate.

The scope of services outlined above will be completed as lump sum on a not to exceed basis. Table 1 below is a breakdown of the estimated fees associated with this scope.

Table 1. Breakdown of Estimated Fees

Task	Estimated Fees
Task 1 - Scoping Meeting	\$6,000
<ul style="list-style-type: none"> Representatives from S20, GeoEngineers and Eggers will be in attendance 	
Task 2 - Professional Land Survey	*\$9,000
<ul style="list-style-type: none"> Task 2A - Base Map Task 2B - River Cross Sections (Alternative A) 	
Estimated Subtotal: \$15,000	



Task 2 – Professional Land Survey

\$5,200

- Task 2B - Additional River Cross Sections (Alternative B)

Estimated Total with Alternative B Surveys (if requested): \$20,200

*Note: This fee estimate is valid only up to the time the river begins to freeze, at which time surveying would be terminated and resume in Spring 2012. A retainer in the amount of \$4,200 (for aerial flight) will be required upon execution of a contract with the City of Ketchum.

Client's oral authorization to initiate services shall be considered by both parties as formal acceptance of all the terms and conditions of this Agreement unless otherwise agreed to in writing by Client and S2o.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by S2o after the expiration date.

Sincerely,

Scott Shipley, M.S., P.E.
S2o Design and Engineering

Attachments:
General Conditions

Two copies submitted

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided verbally or in writing.

City of Ketchum
ORGANIZATION

12/5/11
DATE

Randy Hall
* SIGNATURE

Randy Hall, Mayor
TYPED OR PRINTED NAME

*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to S2o and are intended solely for use by our clients and their design teams to evaluate S2o's capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of S2o.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by S2o, and will serve as the official document of record.

318 McConnell Drive
Lyons, CO 80540

Invoice

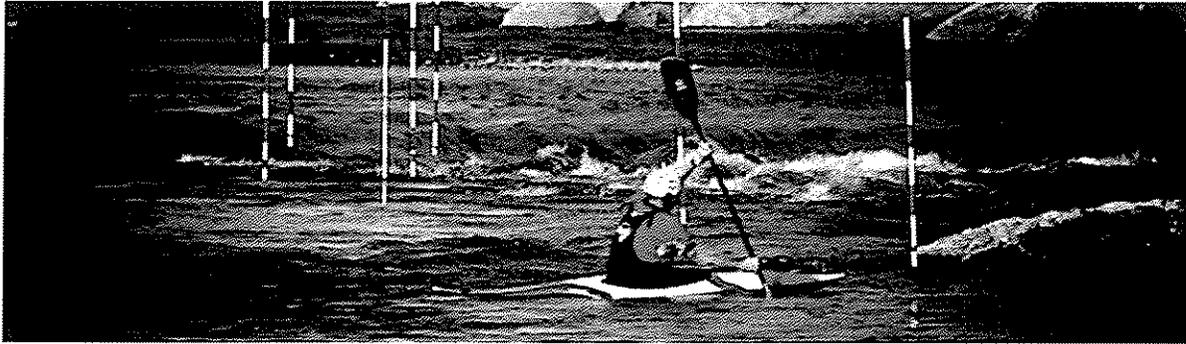
Date	Invoice #
12/7/2011	110038

Bill To
City of Ketchum Jen Smith Parks & Recreation Department PO Box 2315 Ketchum, Idaho 83340

P.O. No.	Terms	Project

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
General ...	General Consulting for Scope Meeting	6,000.00			1	6,000.00	100.00%	100.00%	6,000.00
Civil En...	Civil Engineering- Professional Land Survey: Base Map & River Cross Sections	9,000.00			1	9,000.00	100.00%	100.00%	9,000.00
Civil En...	Civil Engineering- Professional Land Survey: Additional River Cross Sections	5,200.00			1	5,200.00	100.00%	100.00%	5,200.00

Total						USD 20,200.00			
Payments/Credits						USD 0.00			
Balance Due						USD 20,200.00			



PROPOSAL FOR MASTER PLANNING SERVICES FOR THE KETCHUM, ID R & PP PROPERTY

DECEMBER 22, 2011



S2O DESIGN AND ENGINEERING
SCOTT SHIPLEY, P.E., MS
318 MCCONNELL DR.
LYONS, CO 80540
303.819.3985



December 22, 2011

Jennifer Smith
City of Ketchum
Parks and Recreation Department
900 Third Avenue North
Ketchum, Idaho 83340

Ms. Smith

S2o Design and Engineering (S2o) on behalf of GeoEngineers, Inc. (GeoEngineers), Eggers Associates (Eggers), PA; Benchmark Associates, PA (Benchmark); and Brockway Engineering (Brockway) would like to thank you for the opportunity to work with the City of Ketchum to create a master plan for the R & PP property.

This single master planning proposal encompasses three master planning efforts. On a broad scale this is a project to master plan the R & PP property with a focus on trails, access, parking, and riverside recreation near Hulen Meadows. This is also a master planning project for a whitewater park that will provide in-stream recreation and instruction, as well as a venue for slalom and freestyle competition. Lastly, this is a master plan for the Big Wood River as it passes through the R & PP property. The R & PP property plays a vital role in the health and function of the Big Wood River. This role is twofold and includes priorities for both habitat and river morphology. The property includes existing and denuded sediment traps, drop structures, and a vast amount of in-stream and riparian zone habitat. Our team will conduct a broad-brush study in order to gain an understanding with regards to how this system functions, so that the master plan best fits within the existing river system. One of the reasons we are including this in our study is to ensure that improvements done at the R & PP property do not have a negative impact on downstream land owners.

The objective of these three master planning efforts is to create a cohesive plan that will draw people, in a responsible way, to the R & PP property, the Hulen Meadows pond and the Big Wood River. Additionally, the plan will address restoring and improving the morphology and habitat of the river while creating an attraction that will bring paddlers from throughout the region to Ketchum, Idaho.

The project is also about process. We recognize that the people of Ketchum sometimes have conflicting priorities, and a part of our role for this master planning effort will be to work with these varied stakeholders to reach consensus on design, methodology and implementation. Therefore, our approach to this project focuses on a public process, including meetings and presentations that allow us to show our work while collecting input from the community.

This letter proposal outlines our proposed scope of services related to the Master Planning of the R & PP project and describes our approach to this important project. Please find specific tasks, schedules, and deliverables outlined below.

Sincerely,

Scott Shipley, S2o Design



Project Description



The proposed project is a multi-faceted one that includes many goals. To address these goals the S2O team has been assembled to create a master plan that includes: (1) the master planning of the general R & PP area, (2) the master planning of in-stream whitewater features, and (3) the master planning of in-stream and riparian zone areas with the objective of improving and restoring the river's functionality and habitat.

Master Planning of the general R & PP area

The focus of the Master Plan of the general R & PP area is to create a plan for the City of Ketchum that will provide beneficial improvements for the local community and visitors. The project will be designed to preserve existing uses, while providing for new uses and respecting the boundaries between the two. Neighborhood access and affiliation with the pond will be preserved, while additional access will be provided for fishing and fishing access, as well as a place for strollers, dogs and nature walkers. The master plan will be a cohesive plan that provides recreational opportunities and amenities within the boundaries set by the community itself.

Whitewater Park

The focus of the whitewater park is to design a facility that can accommodate whitewater competitive events, but also provide a place for all levels of boating, including instructional, beginner, intermediate, and expert.



Habitat and River Morphology

The focus of the habitat and river morphology is to engage in cursory studies to (a) understand the constraints associated with the implementation of the Big Wood Whitewater Park, (b) understand how to best design improvements to work in harmony with the river's habitat and morphology while preserving key components and (c) evaluate and understand river morphology and habitat issues that may need more intense investigation.

This project is about community and will be founded in a public process that will work with the community of Ketchum to understand the objectives and constraints of this site, and to create a master plan layout that provides for the desired recreational objectives within these boundaries. The project will focus on working with the varying stakeholder groups to find a design solution that matches the values and priorities of the community.



Project Boundaries

The project is loosely bound by the R & PP property boundaries and consists of an area of intense study and an area of general planning. To deliver the specific items that the City desires, the focus of this project will be in the area of intense study. Our team has defined the project boundaries for this effort as both geographical and physical.

Geographical Boundaries: The geographical boundaries of this project are shown below in Figure 1:

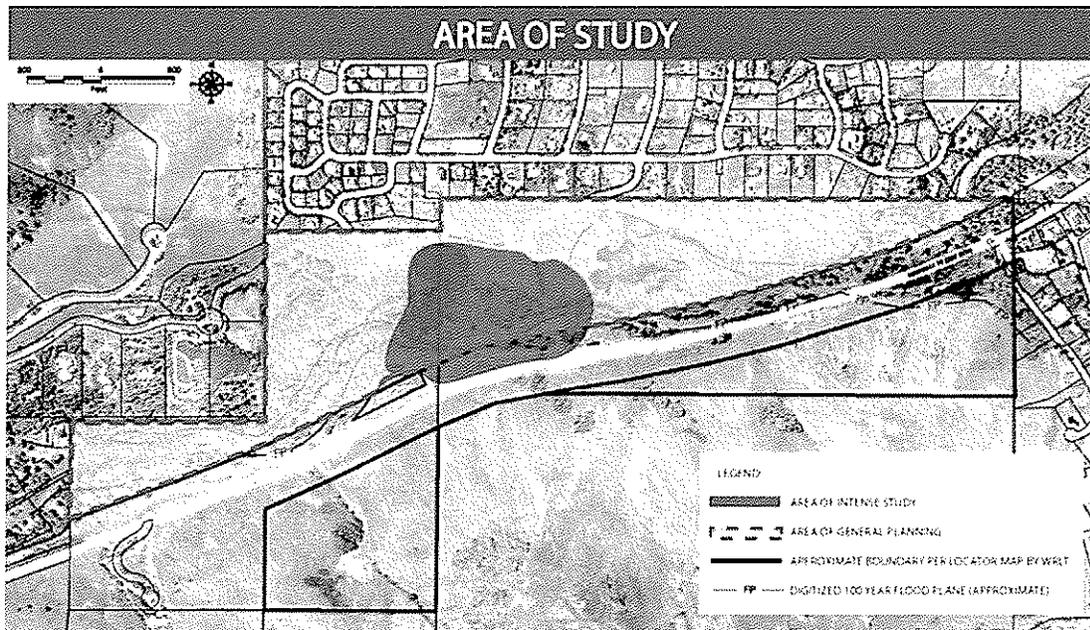


Figure 1. Project boundary

This project will focus on the area described in Figure 1 as the “Area of Intense Study” (hereinafter referred to as the “Project Area”). The master plan for the Project Area will focus on recreational uses and access, and habitat restoration. Specifically, this will include planning for access, parking, roads, water access and egress points, trails and boundaries, activity areas and facilities, and the planning and layout of all restoration areas—in-stream and out.

It is not our intent to complete an in-depth study of the area of the R & PP outside of the Project Area. However, we will use due diligence to understand and identify issues, constraints and opportunities that may arise and we will look at general river corridor uses and issues to ensure that the improvements work with the Big Wood River and surrounding areas and communities in a harmonious and beneficial manner.



Physical Boundaries: The Big Wood River in Ketchum, ID is an active streambed that continues to evolve on a relatively short temporal scale. Recent studies have shown that the river has changed its course throughout the R & PP area a number of times in the last fifty years and continues to evolve on a yearly basis to this day. Our team has currently identified, on a preliminary basis, issues related to flooding, sedimentation, erosion, water rights, channel migration, and loss of valued recreational features. The Town of Ketchum is directly downstream of the R & PP property and there are many landowners who could be potentially affected by these natural changes in the river over the last few years, and potential new ones in the coming years. Each of the issues identified above could be the basis of a detailed study in-and-of-itself but that is not the focus of this study.

The purpose of these cursory studies relating to habitat and river morphology is to a) understand the constraints associated with the implementation of a proposed master plan and, b) understand how to best design these improvements to work in harmony with the river's habitat and morphology while preserving key components and c) evaluate and understand river morphology and habitat issues that may need more intense investigation. This is not a detailed investigation by itself but is instead tasked with conducting and reporting preliminary studies that will allow the City of Ketchum to make informed decisions about how to progress this project. More detailed investigations may be needed in the next phase of this project.



Project Structure

S2o will be the design team lead on this project and will subcontract with each of the team members on the project independently. This design team has been formed to specifically address all of the scope items required for delivery of this project. The team organization chart is shown below:

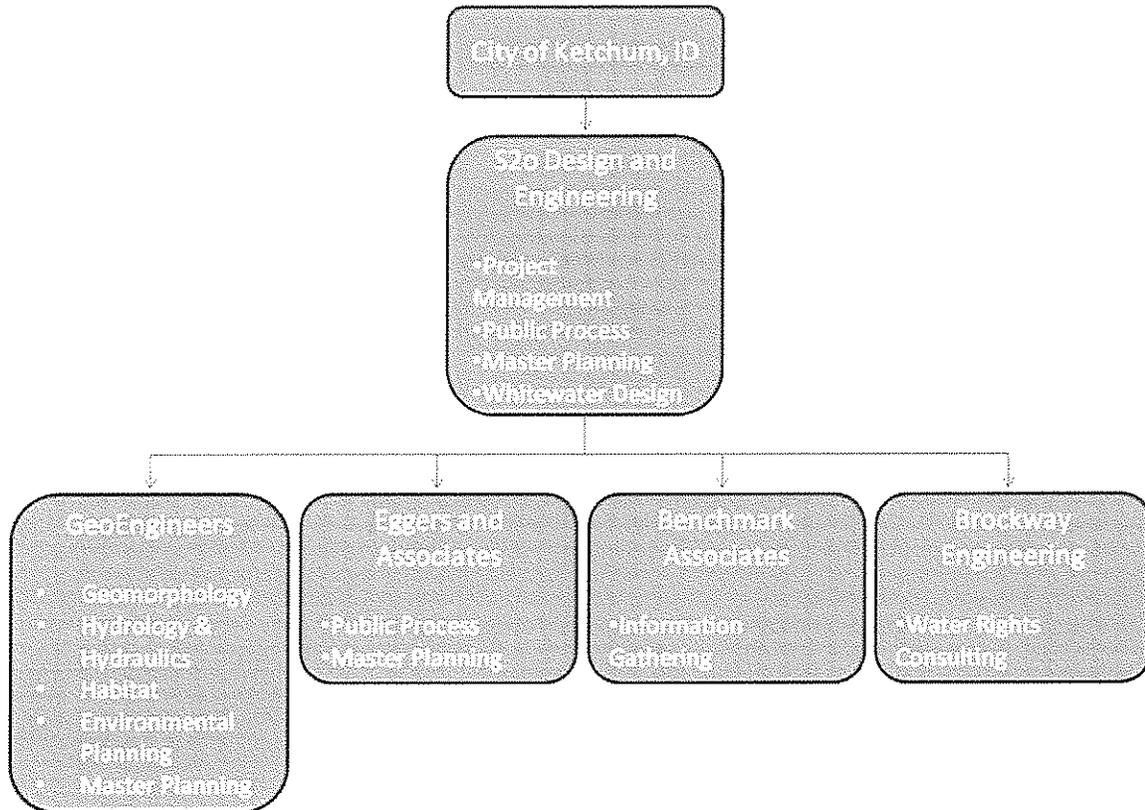


Figure 2: Team Organization Chart

Project Approach

The project approach was formulated by the team and presented to the client in a meeting in Ketchum. This project approach is laid out below.

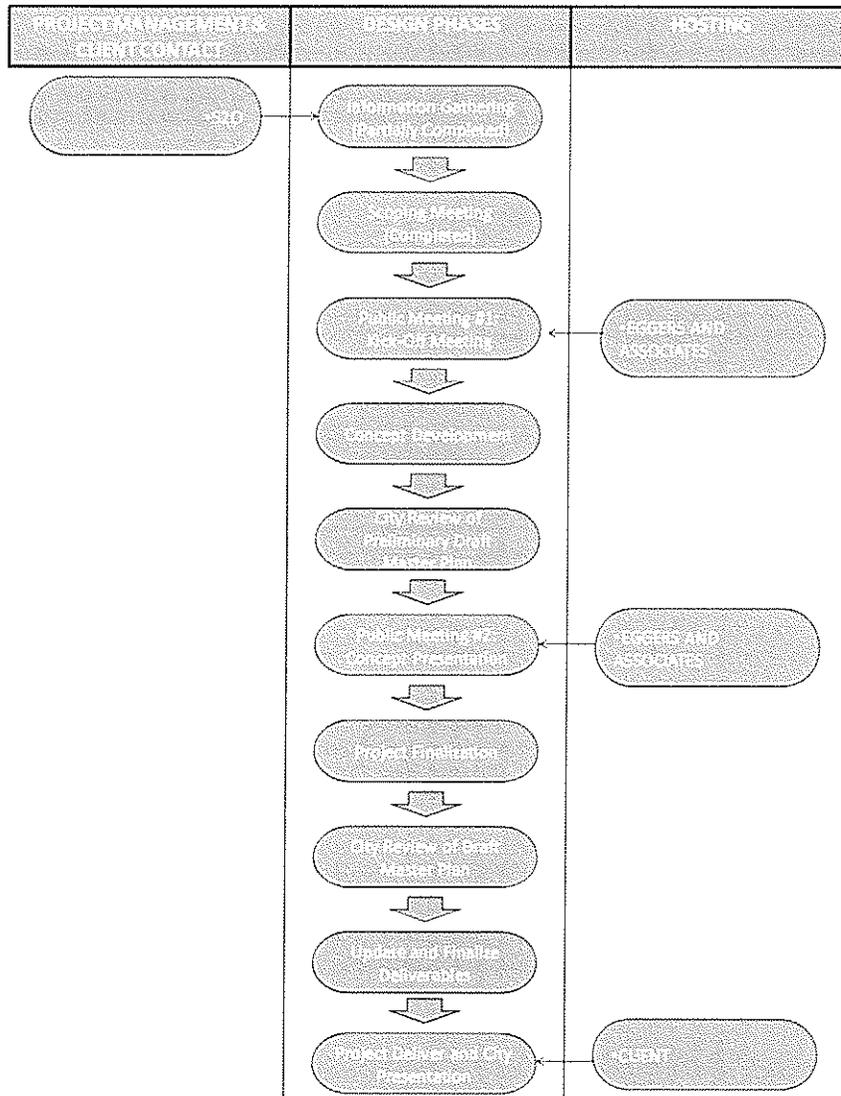


Figure 3: Project Flow Chart

Project Scope and Services

Task 1 - Information Gathering (completed)

On November 10th and 11th, a site visit was made and the following information was either gathered or had begun to be gathered:

1. Creation of a base map for the entire R & PP Area.
2. Survey of 27 River Cross Sections as specified by S2o/GeoEngineers within the area of detailed study as shown in the project boundaries



3. Survey of 25 additional river cross sections in the area of general project study as shown in the project boundaries

Additional information to be gathered includes all existing reports obtained by the City of Ketchum, including but not limited to, flood models, surveys, flow information, and existing base maps. It is imperative that S2o receive the above reports and studies prior to the scope meeting. Further tasks, such as wetlands delineation, will be completed in the spring when habitat and wetlands areas are definable.

Task 2 - Scope Meeting (completed)

S2o has met with the Client and Stakeholders to discuss the project scope and process and to define the project's objectives. In addition, a site visit and tour with the Client was completed.

Task 3 - Public Meeting (#1)

S2o will lead the first of two public meetings to explain the project and describe its scope and objectives. Input from the public will be solicited and an open question and answer session will be included.

Task 4 - Concept Development

S2o will process all the survey information gathered and will develop an initial Master Plan including the creation of a preliminary layout showing basic design features, preliminary flow patterns, access and egress points and land ownership. In addition, the following information will be assembled, analyzed and summarized: habitat and wetland; geomorphology; and hydrology and hydrologic. Preliminary discussions with permitting agencies will occur to understand potential constraints, and preliminary discussions regarding potential water right implications will be held. Based on these discussions and the assembled data, the initial Master Plan will be updated, if necessary. Lastly, preliminary costs estimates of the conceptual master plan(s) will be provided.

Deliverables:

1. Host a public meeting, with minutes
2. Assemble, analyze and summarize habitat and wetland information
3. Assemble, analyze and summarize geomorphic information
4. Assemble, analyze and summarize hydraulic and hydrologic information.
5. Master Plan initial development.
6. Discussions with relevant parties regarding water right and permitting issues.
7. Preliminary cost estimates.



Task 5 - Review Preliminary Draft Master Plan

S2o will provide the Client with the preliminary draft master plan layout for review and comment. Based on the Client's written feedback, S2o will update the preliminary draft master plan to reflect the Client's desires. This preliminary master plan will consist of a plan view drawing with proposed project layout. In some cases two or more drawings are created at this stage in order to aid in selection of preferred alternatives.

Deliverables:

1. Revised preliminary master plan to reflect the Client's written input.

Task 6 - Public Meeting (#2)

S2o will hold a second public meeting to present the preliminary draft master plan(s). Input from the public will be solicited and an open question and answer session will be included. In addition, a courtesy meeting with regulatory agencies will be held to describe the preliminary draft master plan and solicit comments.

Task 7 - Project Finalization

S2o will finalize the master plan which will consist of a booklet of project sheets. These project sheets will include illustrations and text that detail the master plan and relevant project information. Included in these sheets will be relevant topics such as project uses, users, flow patterns, project layout and components. In addition, visuals will be created to show habitat and wildlife information; geomorphology information, and hydrology and hydrologic information. The master plan will also include information about project implementation including a project plan for implementation as well as permitting information and constraints and water rights information and constraints.

This task also includes the creation of conceptual level cost estimates for all project components, and a project approach for Phase 2 of the design. The Master plan packet will be organized, finalized and formatted.

Deliverables:

1. Finalize the Master Plan.
2. Create visuals related to habitat and wetlands.
3. Create visuals related to river and pond geomorphology.
4. Create visuals related to hydrology and hydrologic information.
5. Present permitting information & constraints in master plan project format.
6. Present water right information & constraints in master plan project format.
7. Create conceptual level cost estimates for all project components.
8. Create a project approach for phase 2 of the design.
9. Assemble, organize, finalize and format master plan packet.



Task 8 - Review Draft Master Plan Packet

S2o will present the draft master plan booklet to the Client and solicit written input. The master plan booklet will be updated to reflect the Client's comments and desires.

Task 9 - Project Delivery

S2o will submit and present the final master plan booklet to the Client. In addition, s2o will discuss recommended future steps to ensure the project's success and longevity. S2o will also travel to Ketchum to present the plan and information to the City Council.

Payment

Compensation

S2o agrees to complete the tasks outlined in this proposal for the lump-sum costs estimated below. This agreement assumes that all travel expenses will be borne by the client.

Costs		
	Engineering Costs	Expenses
Master Planning of the general R & PP area and Project Management	\$17,200	\$1,225
Whitewater Design	\$31,920	\$2,000
Habitat and River Morphology	\$18,537	\$690
Total Expense for Client Through Master Planning	\$67,657	\$3,915
Total Expense for Client Through Master Planning (Costs & Expenses)	\$71,572	

Expenses shown are a mixture of travel expenses and material expenses.

Payments

Progress billings will be made monthly and/or at the submission of progress sets of drawings. Payments are due within 30 days of receipt of invoice. Late payments will be charged a service fee of 1.5% per month. Late payments will also result in a stoppage of work until all invoices are paid in full.

Additional Services

Additional services shall include, but are not limited to, additional tasks or tasks related to making revisions or additions to drawings, specifications, or other documents outlined, when such revisions are inconsistent with instructions previously given, or services that are in addition to the included services outlined in this Agreement. Changes, additions, and deletions to this scope, or excessive delays in the project schedule, are subject to renegotiation.



Other additional services include, but are not limited to, renderings, additional meetings or tasks, additional studies or additional design work. This work can be accomplished through an addendum to this agreement or through a separate agreement.

General Terms and Conditions

The attached General Terms and Conditions are made a part of this agreement by reference. If you accept this proposal, please sign this agreement and return both originals to us. A fully executed original will be returned to you after we have signed both sets.

We appreciate this opportunity and look forward to working with you on this project. If the above meets with your understanding and approval, please sign a copy of this proposal and return for our files. Receipt of the signed copy will serve as our authorization to proceed.

Endorsement

Submitted by:

Scott Shipley
S2O Design and Engineering
318 McConnell Drive
Lyons, CO, 80540
(303) 819-3985

Date

Approved by:

(Insert name, title and address)

Date

City of Ketchum, Idaho

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



December 16, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Consideration of Contract for Joint Services with Mountain Rides: Alternative Planning for a Downtown Ketchum Transit Center

Introduction/History

The 2004 Ketchum Parking Master Plan calls for improvements to downtown transit service that will increase pedestrian use and decrease vehicular/bus/pedestrian conflicts. These concepts are reinforced in the 2006 Downtown Mater Plan. The value of this concept was reinforced on the multi-agency trip to Aspen in June of this year, where the Aspen Downtown Transit Center was viewed in operation.

Mountain Rides and City staff have been exploring options for a downtown transit hub that would work as a natural extension of the 4th Street and Town Square.

Current Report

This concept is ready for further action as a result of a \$200,000 US Department of Transportation Grant that has been awarded to Mountain Rides for the purpose of a Downtown Ketchum Intermodal Center. City and Mountain Rides staff feels that a consultant with proven expertise in the area of transit design in snow county is essential. The design concept would then be executed by a local engineering firm for the development of construction drawings.

Staff is recommending the firm of LSC Transportation Consultants, Inc., with offices in South Lake Tahoe, Denver and Colorado Springs. LSC focuses on mountain resort planning throughout the American West, including Aspen, Vail, Squaw Valley, Sun Valley, Mammoth Lakes, Telluride, Park City, Jackson, Steamboat Springs, Big Sky and Breckenridge. LSC works for municipalities, resort developers, and transit agencies, developing plans and designs for roadways, parking systems, transit systems, and pedestrian/bicycle facilities that effectively address the unique mobility needs and unique environment of mountain resort communities. In addition, LSC is familiar with Ketchum, as they were the City's consultant on the Bald Mountain Lodge circulation plan.

Financial Requirement/Impact

Staff recommends that this item be taken out of the Professional Services line item in the CED Department. \$25,000 was allocated in the 2011/2012 budget for professional services. While the exact cost of this project was not known at the time the budget was prepared, staff believes this type of infrastructure and downtown reinvestment planning is well in line with the mission of the Department.

The grant received by Mountain Rides will require a future \$50,000 local match towards the construction. It is not known at this time how much of that \$50,000 can be absorbed in the Mountain Rides budget, or if Mountain Rides will need to approach the City or the URA to assist in funding the \$50,000 match requirement.

Recommendation

I respectfully recommend the City Council approve the contract for services with Mountain Rides and LSC Transportation Consultants, Inc. in an amount not to exceed \$6,000.

Recommended Motion:

I move to approve the contract for services with Mountain Rides and LSC Transportation Consultants, Inc. in an amount not to exceed \$6,000.

Sincerely,

Lisa Horowitz
Community and Economic Development Director

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 2012, by and between the CITY OF KETCHUM, IDAHO, ("the City") MOUNTAIN RIDES TRANSIT AUTHORITY ("Mountain Rides"), and LSC Transportation Consultants, Inc. ("the Consultant"), all described individually by name or as "Party" or jointly as "Parties".

WHEREAS, the City and Mountain Rides have a history of joint planning over transit projects as evidenced by the multimodal transportation Joint Powers Agreement; and

WHEREAS, the City is committed to implementing downtown improvements in the spirit of the 2006 Downtown Master Plan; and

WHEREAS, a downtown Ketchum Transit Center is a natural extension of downtown improvements on the Fourth Street Heritage Corridor and Town Square; and;

WHEREAS, Mountain Rides has been awarded a grant from the US Department of Transportation in the amount of \$200,000 expressly for a Downtown Ketchum Intermodal Center; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the City and Mountain Rides desire to engage the Consultant, and the Consultant desires to be engaged by the City and Mountain Rides, to render certain technical and professional services described hereinafter.

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

1. Services To Be Rendered.

The Consultant hereby agrees to render and perform the technical and professional services described in Attachment A, "Mountain Rides Transit Hub Conceptual Design" a copy of which is attached hereto and incorporated herein by reference, for the benefit of the Parties.

2. Consideration To Be Paid.

The City and Mountain Rides hereby agree to pay the Consultant the sum not to exceed twelve thousand three hundred and seventy dollars (\$12,370) as consideration for the performance of the services that the Consultant is required to perform under Attachment A. Said payment is to be equally shared by the City and Mountain Rides.

During the term of this Agreement, such total sum will be paid in monthly installments as follows: the Consultant will provide the City and Mountain Rides at the end of each month during which the Consultant performs services hereunder with an invoice setting forth the amount of the installment due for such month; the City and

Mountain Rides shall pay the Consultant the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

3. Modification Of Services To Be Rendered.

The City and Mountain Rides hereby agree that they may request that the Consultant change, add to, or delete the services the Consultant 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 City and Mountain Rides and of the Consultant 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 Consultant hereunder) resulting from any such change, addition or deletion as may be mutually agreed to by the Parties.

4. Consultant's Performance of Services.

The Consultant 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 to perform said services.

5. Duties of Parties.

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

6. Term and Commencement.

The services that the Consultant is required to perform hereunder shall commence as soon as practicable after the execution of this Agreement by all Parties. The Consultant shall perform said services in an expeditious manner and in such sequence as the Consultant may determine. In any event, the Consultant shall complete the performance of the services required to be rendered by April 30, 2012, unless additional time is reasonably required to perform said services if they have been modified as provided for herein or if any delay in the performance of said services is caused by any occurrence which is beyond the reasonable control of the Consultant.

7. Termination of Agreement.

Any party to this Agreement may terminate this Agreement for cause by giving the other Parties 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 a 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 un-finished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Consultant for the City and Mountain Rides under this agreement shall become the joint property of the Parties, and all Parties, without the consent of each 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 any 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 City or Mountain Rides Materially Breaches. If the City or Mountain Rides materially breaches the provisions of this Agreement, the Consultant shall only be entitled to any and all of the unpaid balance of the consideration required to be paid by the City and Mountain Rides to the Consultant under the provisions of Paragraph 2 and/or 7 of this Agreement and hereby waives and releases the City and Mountain Rides from any and all other claims and remedies, including consequential and incidental damages, to which the Consultant may be entitled at law or in equity as a result of such a material breach. The Consultant shall notify the City and Mountain Rides in writing of any alleged breach and give the City ten (10) days from the date of notification in which to cure the breach before proceeding under this paragraph.

b. If the Consultant Materially Breaches. If the Consultant materially breaches the provisions of this Agreement, the City and Mountain Rides shall only be entitled to the recovery of any and all of the consideration paid to the Consultant by the City and Mountain Rides under the provisions of Paragraph 2 of this Agreement and hereby waives and releases the Consultant from any and all other claims or remedies, including consequential and incidental damages, to which the City and Mountain Rides may be entitled at law or in equity as the result of such material breach. The City and Mountain Rides shall notify the Consultant in writing of any alleged breach and give the Consultant ten (10) days in which to cure the breach before proceeding under this paragraph.

9. Confidentiality of Reports.

Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by the Consultant under this Agreement which the City and Mountain Rides request to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City and Mountain Rides.

10. Ownership and Use of Studies.

The Parties agree that any study produced by the Consultant pursuant to this agreement is an instrument of service, and not a work for hire for purposes of the Federal

Copyright Act. The Consultant shall retain the copyright (including the right of reuse) whether or not the study is completed. The Consultant grants to the City and Mountain Rides a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Consultant for the City and Mountain Rides under this Agreement. The Consultant assigns to the City and Mountain Rides the right to duplicate and distribute all such studies for all governmental purposes, but such right does not extend to the duplication of any such study by any party for private financial gain. The Consultant expressly reserves the right to bring action for copyright infringement against any one who appropriates any such study or any of the contents therein for personal gain. The Parties agree that all copies of such studies distributed will contain the Consultant's copyright notice. This Section shall not be construed to limit the Parties ability to comply with Idaho Public Records Act. The Parties shall have the ability to duplicate and provide copies of any study to the public in conformance with the Idaho Public Records Act.

11. Consultant Is An Independent Contractor.

The Parties hereby agree that the Consultant is an independent contractor, and not an employee of the City or Mountain Rides, and that nothing contained in this Agreement shall constitute or designate the Consultant or any of its employees, agents or contractors as employees of the City or Mountain Rides.

12. 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. City: City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

- b. Mountain Rides: Mountain Rides Transportation Authority
P.O. Box 3091
Ketchum, ID 83340

- b. Consultant: Gordon Shaw, Principal
LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145

13. Modification.

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

14. Benefit.

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

15. This Agreement.

This Agreement cancels, terminates and supersedes all prior agreements of the Parties respecting any and all subject matter contained herein. More than one copy of this Agreement may have been duly executed by the parties hereto, and each such duly executed copy shall be deemed an original.

16. Headings and Gender.

The headings of the paragraphs and subsections herein are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Agreement, the text shall control. The gender of pronouns used herein, if any, may include any other gender, and the singular may include the plural (or vice versa) if the circumstances so require.

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

CITY OF KETCHUM, IDAHO

LSC TRANSPORTATION
CONSULTING, INC.

By: _____
Randy Hall
Mayor

By: _____
Gordon Shaw
Principal, LSC

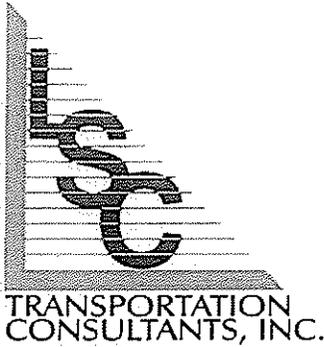
DATE: _____

DATE: _____

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

By: _____
Jason Miller
Executive Director

DATE: _____



LSC TRANSPORTATION CONSULTANTS, INC.

2690 Lake Forest Road, Suite C
P. O. Box 5875
Tahoe City, CA 96145
(530) 583-4053
FAX (530) 583-5966
E-mail: lsc@lsc Tahoe.com
Website: www.lsc Tahoe.com

November 22, 2011

Ms. Lisa Horowitz
Community and Economic Development Director
City of Ketchum
PO Box 2315
Ketchum, ID 83340

RE: Mountain Rides Transit Hub Conceptual Design

Dear Ms. Horowitz:

Per your request, LSC Transportation Consultants, Inc. is pleased to present our proposal to conduct a planning and conceptual design study for a Mountain Rides Transit Hub in downtown Ketchum. The goal of our work will be to identify a site location and conceptual design that can improve the operations and convenience of Mountain Rides transit services through the provision of a transit hub that is efficient, functional, cost-effective, compatible with adjacent land uses, and complementary with the downtown area.

We propose to conduct this work in the following tasks:

1. **Data Collection and Programming** – We will work with City and Mountain Rides staff to identify the number of buses that should be accommodated in the Transit Hub, their size and configuration, as well as other potential amenities (benches, shelters, bike racks, etc.). A short summary of desired elements will be prepared for review and approval. In addition, available data will be obtained regarding the following:
 - a. Bus movements and passenger activity per day and in the peak hour.
 - b. Traffic volumes.
 - c. Current delivery and service vehicle use of the area.
 - d. Parcel maps, utility maps and existing street design maps.
 - e. Available CAD base files.
 - f. Downtown design guidelines.

2. **Preparation of Design Alternatives** – LSC will then prepare conceptual design (plan views) at 1" = 40' scale for two alternatives along Sun Valley Road, and up to four alternatives along the block of East Avenue between Sun Valley Road and 2nd Street.

While the preference in these alternatives will be to maintain two-way traffic flow along East Avenue, at least one alternative will consider elimination of general public traffic in one or both directions. In addition, we will strive to provide as much on-street parking as possible.

A memorandum will then be prepared that presents the alternatives and discusses the advantages and disadvantages of each. As part of this evaluation, we will consider a range of factors (on a qualitative basis), including the following:

- Impact on bus movements and travel time.
- Convenience for transit passengers waiting for buses, and transferring between buses.
- Impact on traffic flows and driver sight distance.
- Potential conflicts between pedestrians, bicyclists, and traffic movements.
- Impact of buses and waiting passengers on neighboring properties
- Loss of existing parking
- Ability to accommodate delivery and service vehicles.

This memo will present our recommendations regarding a preferred site, site design and amenities. A draft version will be provided to yourself and Mountain Rides staff for initial review and comment, after which a public version will be prepared.

3. **Public Workshop** – LSC, with City and Mountain Rides staff assistance, will then hold a public workshop in Ketchum to present our recommendations and obtain public input on the recommended alternative. We can also make any other presentations that can be accommodated within a two day period (Planning Commission, Transportation Authority, etc.), at your discretion.
4. **Public Workshop and Preparation of Final Report** – We will then review public input and provide a final recommended site plan, as appropriate. We will then work at your direction to prepare a final report. 10 copies and a pdf electronic version will be prepared.

Note that this scope of work excludes cost estimation, detailed engineering design, and permitting. Our work, however, will be sufficient for a local engineering/architecture firm to prepare these detailed documents for construction.

Study Cost

We estimate that this work scope can be completed for a total fee of \$12,370. This cost estimate includes travel, phone and other ancillary project costs. We propose to conduct this study upon a "time and material" basis, with a contract maximum of \$12,370.00 that will not be exceeded without your prior approval. We would be happy to consider any contract form that the City would propose.

Ms. Lisa Horowitz,
City of Ketchum

Page 3

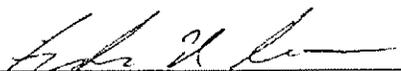
November 22, 2011

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We would be happy to discuss any changes to the scope or contractual arrangements that you feel would be appropriate. Thank you for the opportunity to make this proposal. We look forward to your reply.

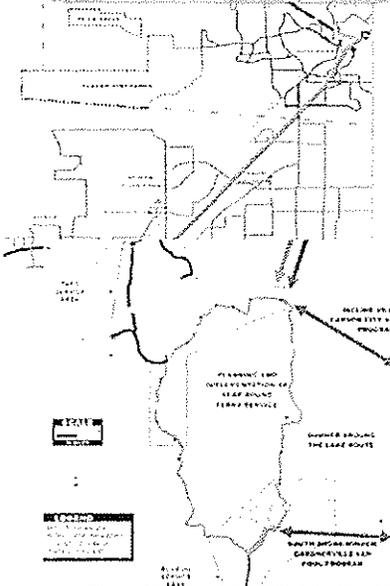
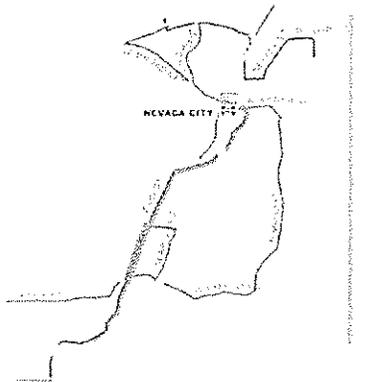
Respectfully Submitted,

LSC Transportation Consultants, Inc.

by 
Gordon Shaw, AICP, PE, Principal

Encl: Cost Table

LSC Cost Proposal <i>Ketchum Mountain Rides Transit Hub Planning and Conceptual Design</i>	Personnel and Hourly Rates			Hours	Costs
	Principal	Graphics Artist	Support Staff		
	Total Rate				
	\$170.00	\$65.00	\$55.00		
1. Data Collection and Programming	2	0	2	4	\$450
2. Alternatives Evaluation	32	20	0	52	\$6,740
3. Public Workshop	16	0	0	16	\$2,720
4. Final Report	8	0	4	12	\$9,910
TOTAL HOURS	58	20	6	84	
TOTAL PERSONNEL COSTS	\$9,860	\$1,300	\$330		\$11,490
				Additional Expenses	Total
				Travel (1 person trip)	\$800
				Printing/Copy Costs	\$40
				Phone/Postage/Delivery Costs	\$40
				Subtotal: Other Expenses	\$880
				Total Cost	\$12,370



Transit Planning

Careful planning of short- and long-range transit improvements, together with evaluations of all practical alternatives, are prerequisites to every successful transit system. The skill with which Transit Development Programs (TDPs), Short-Range Transit Plans (SRTP), and Long-Range Transit Plans (LRTP) are prepared is often the key element in securing federal funds for capital improvements or operating assistance. LSC Transportation Consultants, Inc. specializes in transit planning for rural regions and small to mid-sized urban areas. We have extensive experience in helping areas start new transit service as well as improving and expanding existing systems.

Transit Operations

LSC can assist in improving all types of transit operations. This work may include performance audits, "fine tuning" of bus routes and schedules, revisions to demand-response services and policies, and improvement of passenger facilities. We can also assist in improving driver training, service contracting, marketing, management, and maintenance practices.

Representative Projects

- Arkansas Statewide Transit Needs Study
- Aspen/Pitkin County, Colorado TDP
- Billings, Montana Community Paratransit Study
- Billings, Montana Transit Marketing Study
- Casper, Wyoming TDP
- Colorado Transit Needs/Benefits Study
- El Dorado County, California US 50 Commuter Service Plan
- El Dorado County, California Long-Range Transit Plan
- Grand Forks, North Dakota TDP
- Jackson/Teton County, Wyoming TDP
- Kodiak, Alaska Transit Development Plan
- Logan, Utah Short- and Long-Range Transit Plans
- Park City Utah SRTP/2002 Winter Olympics Transit Planning
- Placer County, California 5-System Coordinated SRTP
- Pocatello, Idaho Short-Range Transit Plan
- Rapid City, South Dakota Fixed-Route System Startup
- Rochester, Minnesota TDP
- San Luis Obispo, California North County Transit Study
- Shasta County, California Transit Services Evaluation Study
- Sioux Falls, South Dakota Transit Route Analysis
- Summit County, Colorado TDP
- Tahoe Basinwide Short-Range Transit Plan
- TCRP B-3: Estimating Demand for Rural Public Transportation
- Vacaville, California Short-Range Transit Plans
- Yuba-Sutter, California Short-Range Transit Plan

Mountain Resort Transportation Planning

LSC Transportation Consultants, Inc. has developed successful transportation plans for many of the nation's premier mountain resort communities, including planning for roadways, parking policies, transit systems, and pedestrian/bicycle facilities. Clients include municipalities, resort owners, and transit agencies. We have assisted the following resort communities in achieving improved transportation systems:

- Alpine Meadows, California
- Mammoth Lakes, California
- Northstar-At-Tahoe, California
- South Lake Tahoe, California
- Squaw Valley USA, California
- Aspen, Colorado
- Avon, Colorado
- Durango, Colorado
- Summit County, Colorado
- Snowmass Village, Colorado
- Steamboat Springs, Colorado
- Telluride, Colorado
- Vail/Beaver Creek, Colorado
- Loon Mountain, New Hampshire
- Sun Valley, Idaho
- Big Sky, Montana
- Park City, Utah
- Jackson, Wyoming

Through our work in these areas, we have a good understanding of the unique factors that impact transportation decision making in resort areas. The travel demands and environmental sensitivity of mountain resort settings often require innovative strategies to solve transportation problems. We develop transportation systems that help resort communities attain economic as well as environmental goals, and have a proven ability to achieve acceptance of transportation plans in the often contentious public processes common in resort communities.

Examples of the successful results of LSC's work in resort settings include the following:

- Development of transit plans that have been the basis for growth in many resort area transit programs, including successful elections for new public transit funding sources.
- Identification of transportation strategies to allow new ski area capacity and village development in Squaw Valley USA, Heavenly Valley Ski Resort, Northstar-At-Tahoe, and Beaver Creek.
- Park City, Utah's transportation plan for the 2002 Winter Olympics, including implementation of traffic calming strategies, roadway improvements, and local transit services.
- Planning and design of the award-winning paid parking program for downtown Aspen, which has been a key element in the community's efforts to limit auto use and fund transit services.
- Functional designs for transit centers in Aspen, Avon, Loon Mountain, Park City, Mammoth Lakes, and Northstar-At-Tahoe.



City of Ketchum, Idaho

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



December 27, 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 Tory Canfield for Comprehensive Plan Work

Introduction/History

As part of the rewrite of the Ketchum Comprehensive Plan this year, the Planning Division is requesting the services of a land use planner to assist in some of the work associated the project. With the goal of having the plan drafted and underway for adoption processes by November, 2012, we will need to have assistance for certain tasks. The City Council appropriated a budget of \$90,000 in the 2011-2012 fiscal year budget for the purposes of accomplishing the rewrite of the comprehensive plan project.

Current Report

The Planning Division has entered into discussions with Tory Canfield to work for the City on this project over a time period of 6 months for 10-14 hours per week. Tory has a degree in land use planning from Cornell University and worked for the City during the drafting of the 2001 Ketchum Comprehensive Plan. She is very familiar with the community, its geographic and neighborhood areas, and its issues, so we feel that she will be an immediate asset in making progress on this project. Her work will focus on research, content drafting, and plan layout.

Financial Requirement/Impact

The contract for services with Tory Canfield is for an amount not-to-exceed \$20,000. This amount is budgeted for in the adopted 2011-2012 fiscal year budget.

Recommendation

I respectfully recommend approval of the contract for services with Tory Canfield.

Recommended Motion:

"I move to allow Mayor Hall to sign the contract for services with Tory Canfield for an amount no-to-exceed \$20,000 for FY 12."

Sincerely,


Joyce Allgaier
Planning Manager

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 2012, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and TORY CANFIELD (hereinafter referred to as "the Consultant").

WHEREAS, pursuant to the terms and conditions of this Agreement, the City desires to engage the Consultant, and the Consultant desires to be engaged by the City, to render certain technical and professional services described hereinafter.

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

1. Services To Be Rendered.

The Consultant hereby agrees to render and perform the technical and professional services in assistance of the rewriting of the Ketchum Comprehensive Plan, including such services as research, writing, and meetings, under the direction of Planning Manager, Joyce Allgaier.

2. Consideration To Be Paid.

The City hereby agrees to pay the Consultant at the rate of \$60 per hour, as consideration for the performance of the services that the Consultant is required to perform as described in Section 1 above. This contract reflects a not to exceed amount of \$20,000; however, the amount may be less as determined by the City if the work program for the consultant does not warrant as large a work component for the Consultant.

Consultant will submit monthly statements for services and costs at the end of the month; if Consultant performs minimal services in a particular month, the Consultant 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 City may request that the Consultant change, add to, or delete the services the Consultant 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 City and of the Consultant 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 Consultant hereunder) resulting from any such change, addition or deletion as may be mutually agreed to by the City and the Consultant.

4. Consultant's Performance of Services.

The Consultant shall use her best efforts to perform the services required of her hereunder and shall work under Planning Manager, Joyce Allgaier for feedback and direction of work assignment as it relates to the rewriting of the Ketchum Comprehensive Plan. The Consultant shall be available for meeting with the project manager on a regular basis, as deemed necessary

by the City and at a time determined to be convenient for both parties. The consultant may need to schedule and meet with other city staff, representatives of organizations, regional and state agencies, municipalities and others as part of her work.

5. Duties of City.

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

6. Term and Commencement.

The services that the Consultant is required to perform hereunder shall commence as soon as practicable after the execution of this Agreement by both parties. The Consultant shall perform said services in an expeditious manner and in such sequence as the Consultant and the City 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 un-finished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Consultant for the City under this agreement shall become the joint property of the City and the Consultant, 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 City Materially Breaches. If the City materially breaches the provisions of this Agreement, the Consultant shall only be entitled to any and all of the unpaid balance of the consideration required to be paid by the City to the Consultant under the provisions of Paragraph 2 and/or 7 of this Agreement and hereby waives and releases the City from any and all other claims and remedies, including consequential and incidental damages, to which the Consultant may be entitled at law or in equity as a result of such a material breach. The Consultant shall notify the City in writing of any alleged breach and give the City ten (10) days from the date of notification in which to cure the breach before proceeding under this paragraph.

b. If the Consultant Materially Breaches. If the Consultant materially breaches the provisions of this Agreement, the City shall only be entitled to the recovery of any and all of the

consideration paid to the Consultant by the City under the provisions of Paragraph 2 of this Agreement and hereby waives and releases the Consultant from any and all other claims or remedies, including consequential and incidental damages, to which the City may be entitled at law or in equity as the result of such material breach. The City shall notify the Consultant in writing of any alleged breach and give the Consultant ten (10) days in which to cure the breach before proceeding under this paragraph.

9. Consultant Is An Independent Contractor.

The parties hereby agree that the Consultant is an independent contractor, and not an employee of the City of Ketchum Community and Economic Development Department, and that nothing contained in this Agreement shall constitute or designate the Consultant or any of her employees, agents or contractors as employees of the City. Consultant shall not be reimbursed for but may utilize copy, fax, telephone, and internet services and supplies of the City of Ketchum Community and Economic Development Department. Alternately, the Consultant may use their own work equipment, telephone, and vehicle in performing work associated with this contract. Vehicle trips to places outside of the City of Ketchum city limits by the Consultant will be reimbursed at the City's adopted rate per mile. Personal work equipment, fax, copy and telephone shall not be reimbursed.

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. City: City of Ketchum
 P.O. Box 2315
 Ketchum, ID 83340

b. Consultant: Tory Canfield
 P.O. Box 6931
 Ketchum, Idaho 83340

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

TORY CANFIELD

By: _____
Randy Hall, Mayor

By: _____
Tory Canfield

Attest:

Sandy Cady, City Clerk

City of Ketchum, Idaho

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



December 22, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Request for the Consideration of Forming a Ketchum Events Commission (KEC) Resolution 12-001

Introduction/History

The City of Ketchum has historically supported events by recognizing the beneficial impact of organized events that celebrate the character and heritage of Ketchum. Ketchum currently employs an Events & Park Reservations Coordinator who works under the direction of the director of Parks & Recreation with support from the Community & Economic Development Director. An annual budget of \$30,000 for event support and \$1500 for event supplies exists within the Parks & Recreation Department's FY12 budget because of required functional and logistical support from Parks Division staff and services.

Ad hoc and loosely organized "events committees" have existed in the past; however, an organized "events commission" supported by the City has not. Events commissions are a popular function of municipal governments throughout North America. The Ketchum Events Commission is designed to offer necessary governance for events in Ketchum and to support the Events Coordinator's functions.

Current Report

Resolution Number 12-001 and its associated bylaws are attached for Council review. These documents were reviewed and approved by the City's legal staff.

Financial Requirement/Impact

Funding mechanisms (fund revenue and expenditures) currently exist as indicated above; the KEC will provide fiscal oversight for events and the director of Parks & Recreation retains expenditure authority based on a City Council approved budget.

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

Recommendation

I respectfully recommend City Council approve Resolution 12-001 and bylaws for the Ketchum Events Commission.

Attachments

Resolution Number 12-001 and its associated bylaws are attached for Council review.

Suggested Motion

"I move to adopt Resolution 12-001 authorizing and directing the creation and cultivation of a Ketchum Events Commission which identifies the goal of effectively managing events in the City of Ketchum and is structured exclusively for the development, organization, and delivery of events in the City of Ketchum."

Respectfully Submitted,



Jennifer L. Smith
Director of Parks & Recreation

Parks & Recreation Department

Jennifer L. Smith, Director | jsmith@ketchumidaho.org
208.726.7820 | www.ketchumidaho.org

RESOLUTION NUMBER 12-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING AND DIRECTING THE CREATION AND CULTIVATION OF A KETCHUM EVENTS COMMISSION WHICH IDENTIFIES THE GOAL OF EFFECTIVELY MANAGING EVENTS IN THE CITY OF KETCHUM AND IS STRUCTURED EXCLUSIVELY FOR THE DEVELOPMENT, ORGANIZATION, AND DELIVERY OF EVENTS IN THE CITY OF KETCHUM.

WHEREAS, the City of Ketchum recognizes the beneficial impact of organized events that celebrate the character and heritage of Ketchum; and,

WHEREAS, it is understood that supporting and conducting entertainment and events which celebrate the character, history, and heroes of the City of Ketchum creates vitality and economic growth; and,

WHEREAS, the City of Ketchum wishes to create and cultivate a commission-driven effort to assist the Events & Park Reservations Coordinator in the execution of City events; and

WHEREAS, the City of Ketchum recognizes the significance of developing programs and events within the City that will support the City and its businesses; and,

WHEREAS, the City of Ketchum recognizes the importance of providing events that bring Ketchum and the surrounding communities together.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Ketchum City Council that from the signing date of this resolution, the City of Ketchum will implement and cultivate the Ketchum Events Commission whose mission is to develop, organize, and deliver events in the City of Ketchum which celebrate the character, history and heroes of the City of Ketchum. The City further identifies the Parks & Recreation Department as the facilitating department for this commission and the Events & Park Reservations Coordinator as the leader of the Commission's efforts. The Commission shall make its recommendations concerning City events to the Parks & Recreation Department and the City Council. This Resolution will be in full force and effect upon its adoption and approval this first 3rd day of January 2012.

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

BYLAWS OF THE KETCHUM EVENTS COMMITTEE

ARTICLE I – NAME AND PURPOSE

- *Section 1 – Name:* The name of the organization shall be **Ketchum Events Commission**. It shall be organized under the auspices of the City of Ketchum.
- *Section 2 – Purpose:* Ketchum Events Commission is organized exclusively for the development, organization, and delivery of events in the City of Ketchum.
 - The purpose of this Commission is:
 - To support and conduct entertainment and events which celebrate the character, history, and heroes of the City of Ketchum.
 - Develop programs and events within the City that will support the City and its businesses.
 - Provide events that bring Ketchum and the surrounding communities together.

ARTICLE II – MEMBERSHIP

- *Section 1 – Membership:* Membership shall consist of the Board of Directors.

ARTICLE III – BOARD OF DIRECTORS

- *Section 1 – Board Role, Makeup, and Compensation:*
 - The Board is responsible for overall policy and direction of the commission, and delegates responsibility of day-to-day operations to its committees.
 - The Board shall be made up of the following (seven) positions:
 - Chair
 - Vice-Chair
 - Recording Secretary
 - Director
 - Director
 - Director
 - Director
 - The Board shall consist of representatives from the following organizations:
 - Ketchum Parks & Recreation Department
 - Ketchum Community & Economic Development Department
 - Sun Valley Marketing Alliance
 - Sun Valley Chamber of Commerce
 - Sun Valley Company
 - Ketchum citizen (with ties to Ketchum’s arts community)
 - Ketchum citizen
 - The Board receives no compensation
- *Section 2 – Terms:* All Board members, other than ex officio members, shall serve three year terms, but are eligible for re-appointment for a total of two consecutive terms.

- *Section 3 – Meetings & Notice:*
 - The Board shall meet at least quarterly, at an agreed upon time and place. Meetings shall require written notice according to the Idaho Public Meeting law.
 - All meetings shall be posted on the City of Ketchum website.
 - All meetings shall be open to the public and allow for public comment.
 - All meetings shall be recorded for public record.
- *Section 4 – Board Appointments:*
 - The Mayor of Ketchum shall nominate, and by and with the advice and consent of the Ketchum City Council, shall appoint voting members of the Board.
 - Appointed members of the Board serve at the pleasure of the City Council.
 - No elected City official may fill any voting position on this Commission.
- *Section 5 – Quorum:* A meeting must be attended by a simple majority (4 members) of voting Board members to constitute a quorum (for business transactions to take place and motions to pass).
- *Section 6 – Officers and Duties:* There shall be four officers of the Board, consisting of a President, Vice-President, Secretary/public-relations and Treasurer. Their duties are as follows:
 - *The President* shall convene regularly scheduled Board meetings, shall preside at all meetings of the Commission’s Board of Directors.
 - The President shall vote only in the event of a tie.
 - *The Vice-President* shall assume the duties of the President in the event of the President’s absence. The Vice-President shall also be responsible for overseeing the actions and progress of the Work-Groups.
 - *The Secretary/Public-Relations* shall be responsible for:
 - Keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and assuring that corporate records are maintained.
 - Providing for the advertising and notification of any event that is sponsored, coordinated or otherwise supported by the Commission.
 - *The Treasurer* shall make a report at each Board meeting which shall be included in the meeting minutes. The Treasurer shall prepare a budget, help develop fundraising plans, and make financial information available to Board members and the public. The Treasurer shall be required to make any and all financial dealings available to the Director of Parks & Recreation for annual budgeting purposes.
- *Section 7 – Vacancies:* When a vacancy on the Board exists mid-term, the City will advertise for the vacancy when practicable and the Mayor shall appoint a replacement as soon as possible. These vacancies will be filled only to the end of the particular Board member’s term.
- *Section 8 – Resignation and Termination:* Resignation from the Board must be in writing and received by the secretary. A Board member may be removed for any reason by a majority vote of the Ketchum City Council.
- *Section 9 – Special Meetings:* Special meetings of the Board shall be called upon the request of the Board President, or one-third of the Board’s voting members. Notices of special meetings shall be sent out by the secretary to each Board member at least one week in advance.

Article IV – Amendments

Section 1 – Amendments: These bylaws may be amended when necessary by a simple majority of the voting members of the Board of Directors. Proposed amendments must be submitted to the secretary to be sent out with regular Board announcements.

City of Ketchum, Idaho

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



December 21, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Fair Housing Resolution Number 12-002

Introduction/History

The Blaine County Housing Authority has asked all of the jurisdictions in the County to adopt a Fair Housing Resolution to assist with grant procurement. A similar resolution has been adopted by Hailey and Blaine County.

Current Report

This resolution mirrors the resolution adopted by Hailey and the county.

Financial Requirement/Impact

There are no financial requirements of this action.

Recommendation

Staff respectfully recommends adoption of the Fair Housing Resolution Number 12-002.

Recommended Motion:

"I move to approve Resolution Number 12-002, renumbering fair housing laws regarding discrimination."

Sincerely,

Lisa Horowitz
Community and Economic Development Director

RESOLUTION NUMBER 12-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RENUMERATING FAIR HOUSING LAWS REGARDING DISCRIMINATION

WHEREAS, discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law), AND;

WHEREAS, It is the policy of the City of Ketchum to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin, and;

WHEREAS, the Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children.

NOW, THEREFORE BE IT RESOLVED that the Mayor and the City of Ketchum do hereby support and Fair Housing Laws by the passage of this Resolution, by making available resources to assist all persons in Ketchum who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing impediments analysis; and 5) declaring April as Fair Housing Month.

This Resolution will be in full force and effect upon its adoption this 3rd day of January, 2012.

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

City of Ketchum, Idaho

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



January 3, 2012

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**Recommendation to Adopt Resolution No. 12-003
To set a Public Hearing and Publish Notice
To Amend the 2011-12 Fiscal Year Budget**

Introduction/History

Per Idaho Code 50-1003 the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the annual appropriation ordinance.

On September 6th 2011 the Council adopted Ordinance No. 1089 entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2011, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue. A city whose property tax certification is made for the current fiscal year may amend its budget and annual appropriation ordinance, pursuant to the notice and hearing requirements of Idaho Code 50-1002.

Current Report

Resolution No. 12-003 is a resolution of the City Council providing for publication of Notice of Public Hearing in the Idaho Mountain Express on January 4th and January 11th and for Public Hearing to be held at 5:30 p.m. on January 17, 2012, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Attached is Resolution No. 12-003 and the Notice of Public Hearing.

Financial Requirement/Impact

If approved by the Council on January 17, 2012, the budget amendment would appropriate additional monies in the sum of \$355,000, for the following:

Anticipated \$275,000 FEMA Grant Award, for the acquisition of Firefighters Protective Equipment.

Anticipated \$40,000 FEMA Grant Award, for the Acquisition of P25 Compliant Radio Equip.

\$40,000 insurance reimbursement, for the replacement of the Assistant Fire Chief's Vehicle.

Recommendation

I respectfully recommend that the Ketchum City Council adopt Resolution No. 12-003.

Recommended Motion

"I move to approve Resolution No. 12-003, Providing for Publication of Notice of Public Hearing and for Public Hearing for an amendment to the 2011-12 Fiscal Year Budget".

Sincerely,



Sandra E. Cady, CMC
City Treasurer/Clerk

RESOLUTION NO. 12-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING FOR AN AMENDMENT TO THE 2011-12 FISCAL YEAR BUDGET.

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. That public hearing thereon be held at 5:30 p.m., on January 17, 2012, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the fiscal year 2011-12 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho, on January 4, 2012 and January 11, 2012.

PASSED BY THE CITY COUNCIL this 3rd day of January 2012.

SIGNED BY THE MAYOR this 3rd day of January 2012.

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho will hold a Public Hearing for consideration of an amendment to the 2011-12 fiscal year budget by appropriating additional monies received by the City of Ketchum, Idaho, said hearing to be held at Ketchum City Hall, 480 East Avenue North at 5:30 p.m. on January 17, 2012.

EXPENDITURES

	<u>ACTUAL</u> <u>FY 09-10</u>	<u>ACTUAL</u> <u>FY 10-11</u>	<u>Adopted</u> <u>Budget</u> <u>FY 11-12</u>	<u>Increase over</u> <u>Original</u> <u>Appropriation</u>
Fire Trust Fund				
Automotive Equipment	0	0	0	40,000
Other Machinery and Equipment	24,675	108,800	0	315,000

TOTAL APPROPRIATION 355,000

REVENUES

Fire Trust Fund				
Federal Grants	24,441	104,739	0	315,000
Refunds and Reimbursements	0	0	0	40,000

TOTAL APPROPRIATION 355,000

At said hearing any interested person may appear and show cause, if any he has, why such proposed appropriation ordinance amendment should or should not be adopted.

DATED this 3rd day of January 2012

Sandra E. Cady, CMC
City Treasurer/Clerk

Publish: Idaho Mountain Express
January 4, 2012
January 11, 2012



SPECIAL KETCHUM CITY COUNCIL MEETING
Tuesday, November 29, 2011 at 5:30 p.m.
Ketchum City Hall, Ketchum, Idaho

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

Absent: Councilor Nina Jonas

Also Present: Special Ketchum City Attorney Susan Buxton
Ketchum Community and Economic Development Director Lisa Horowitz
Ketchum Associate Planner Rebecca Bundy
Recording Secretary Sunny Grant

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

2. Communications from Mayor and Councilors

- **Proposed Friedman Memorial Airport Authority Joint Meeting with Ketchum**

Mayor Randy Hall said the FMAA would like to hold a joint meeting with Ketchum sometime in January.

- **E911 Mediation Hearing**

The City of Hailey has challenged Blaine County's ability to charge its cities for emergency communications services. The City of Sun Valley has challenged the formula that Blaine County is using to charge the cities for emergency communications service. Both cities have agreed to a mediation hearing before the Idaho Emergency Communications Commission on Tuesday, December 13. Since all cities in Blaine County are affected by the outcome of the mediation, Ketchum is invited to attend.

3. **PUBLIC HEARING upon the application of Helios Development, for a third amendment to the Development Agreement for Warm Spring Ranch Resort Planned Unit Development.**

Also Present: Mike Barnard, consultant to Helios Development\
Ed Lawson, representing Helios Development
David Patrie, Blaine County Housing Authority Executive Administrator

Disclosures:

Council President Larry Helzel is Ketchum Council's Housing Liaison. He had had three conversations with Blaine County Housing Authority Executive Administrator David Patrie and two conversations with ARCH Executive Director Michelle Griffith regarding Warm Springs Ranch Development housing issues. These conversations addressed various options that are already part of the record. The Housing Authority's stance is clearly stated in a letter from the BCHA that is part of the record; and ARCH's stance is very similar to that of the BCHA.

Councilor Curtis Kemp met with Joy Kasputys, a member of the Helios Development applicant team. Kemp and Kasputys have been friends for many years. As usual, during their recent get-together, they discussed current events, including the Warm Springs Ranch Resort project. Kemp said he mentioned an exchange of housing for a redesign of the hotel, but Kasputys told him Ketchum CED Director Lisa Horowitz had already broached the idea, so they didn't discuss it further. The concept wasn't workable and was never presented publicly.

Presentation by the Applicant

Ed Lawson, on behalf of the applicant, said the existing Development Agreement was approved in 2009. The currently proposed changes don't fundamentally alter the essence of the deal made at that time. WSRR is still a 5-star iconically-designed 120+ room hotel, with all the amenities that will attract and keep people coming to Ketchum. The proposed changes need to be approved in order to enable the project. It will take about two years to get the project to the point of building permit and start of construction.

Mike Barnard, representing Helios Development, said WSRR was originally approved in 2009 with 728,000sf, excluding underground parking. Block 1, on the Warm Springs Road side of Warm Springs Creek, was 620,000sf, 120+ hot beds, 46 residences, spa, meeting space, ballroom, signature restaurant, and lobby bar. The project also includes creekside homes, ranch homes, and estate lots. The newly-proposed project is 532sf, or 74% of the original project, with 122 guest rooms and an increased meeting space and ballroom. There's 33 residences in the first phase.

The current recreation proposal differs from the original agreement in providing a Dave Pelz final 40 yard golf school, tennis courts exclusively for resort guests, more undeveloped greenspace, and a \$300,000 recreation revenue stream paid over six years. The first phase is the hotel and residences, creek restoration, pathways, golf, tennis courts, meeting space and spa. The hotel building has been pushed back from Warm Springs Road, and a smaller percentage of the building is at maximum height.

WSRR claims their original workforce housing proposal now makes the project uneconomical. Their current workforce housing proposal calls for a resort charge of ½% on rooms, goods and services, which should average \$108,000 revenue in year one. The housing eligibility stipend would be based on HUD guidelines. The HUD formula for this area for 2010 is about \$39,000 or less income needs a subsidy. WSRR estimates 134 full-time employees—26 management and 108 line level. If 65 of those 108 employees participate in the housing program, WSRR would be subsidizing 50% of total employees vs. a requirement of 25%.

WSRR employees will pay 30% of their income to rent. Those WSRR employees who live in Ketchum will only pay 28% of their income for rent. The waiting list is first come, first served, based on highest need; and there is deposit assistance. Example: A banquet staff member who's single and making \$25,000 annually would pay rent at 28% of his income—\$582 month—for a studio apartment in Ketchum. WSRR would pay the difference in actual rent directly to the landlord. WSRR would guarantee to cover a minimum of 25% of its employees.

WSRR would have a HR person working directly with the Housing Authority and, if necessary, a Ketchum official. HR would generate a quarterly report. It costs about 10% of the fund annually to manage it. WSRR would agree to prefund \$60,000 prior to opening when hiring begins.

The applicants Helios Development— Anton Vonk and Diane Boss—want to move ahead, in partnership with Ketchum.

Presentation by Staff

Ketchum's employee housing policy, adopted in 2007, is that hotel developments must mitigate 25% of their employees, calculated on the number of rooms, and provide an employee housing plan that shows the range of employees and how the employees are served. The ordinance includes the provision that Council can consider a request by the developer to satisfy any required employee and community housing by alternate means. Larger projects are encouraged to include workforce housing onsite.

Staff suggests WSRR offer a stronger incentive to get employees to live in Ketchum; and wants the WSRR program to be administered by a housing non-profit organization.

The Blaine County Housing Authority just released a new Housing Needs Assessment, which says Ketchum needs 220 units, mostly rental, for people in the lower AMI of less than 50%. Valleywide, 480 housing units are needed.

Other workforce housing options Council can consider are:

- an in-lieu payment at the BCHA guideline of \$316.96sf, which includes land cost, and could be reduced if appropriate;
- waive the employee housing requirement if the developer can pull a building permit by a set deadline;
- follow a calculation devised by the BCHA for a monthly bedroom rental rate, which is higher than the formula proposed by the applicant; or
- Employer-Assisted Housing (EAH) revenue stream proposal—a common housing methodology used by large employers in urban areas.

St. Regis in Dana Point, California claims their EAH rental program encourages their employees to live close to work. Managing the program, once it is working well, is fairly easy. The EAH program is a sound concept that is widely used, and needs to be managed by a third party housing organization.

Other ski towns are doing all kinds of things to provide housing. Some are re-evaluating what they've been doing.

Consultant Randy Young provided Ketchum with an analysis of the new smaller WSRR hotel project. He did not argue with WSRR's projected LOT, property tax and urban renewal tax gross revenue; and confirmed the developer's estimate of a net fiscal benefit to the City of Ketchum of between \$23 and \$27 million. Young concurred with the developer that the net benefit would not change from 2008 if the cost of government services remained the same.

Active recreation in the Warm Springs neighborhood was specifically mentioned in the Comprehensive Plan. WSRR originally agreed to pay a \$500,000 recreation fee to mitigate the loss of eight tennis courts, an active tennis program and the community golf course. P&Z recommended a reduced recreation fee of \$300,000 which is in proportion to the reduced project size. Staff didn't know about the extended payment plan until tonight. The Parks Department will realize about \$25,000 from the 32 residential units in the first phase of this development.

Council Comments/Questions

- Mayor Hall – Add spending of employees living in Ketchum to the net revenue benefit to Ketchum.

- Councilor Helzel – An operator of a 5-star hotel is going to have to pay employees whatever it takes to provide that level of service. Housing is an operational fact of life for anyone who wants to operate and deliver a 5-star level of service and earn a 5-star brand. EAH is a given expense of operation. WSRR is asking Ketchum to give them credit for an employee program that they would have to do anyway.
- Councilor Helzel – Ketchum initiated its housing requirement to mitigate the impact on the total community of this huge generation of employees. The demand for housing supply would skyrocket everyone's rent. This requirement is not arbitrary or capricious.
- Barnard – Think of this as 134 jobs, not 130 new employees.
- CED Director Horowitz – Ketchum's ordinance references the BCHA guidelines. Recently, Ketchum has focused on HUD guidelines because everyone else uses HUD guidelines.
- Barnard – If an employee rents a place for less than the established rental amount, WSRR pays the established subsidy amount. If the rental is more than the established rental amount, WSRR pays the lower of the two amounts.
- Councilor Gourlay suggested raising the incentive for employees to live in Ketchum by requiring them to pay 25% of their income to rent instead of 28%.
- Barnard – The first payment of the \$300,000 recreation mitigation fee would be paid at building permit. The \$250,000 cap on the housing fund has been removed.

Public Hearing

Evan Lawler – pleased that the applicant team is moving forward, and agrees that the current WSRR housing proposal would benefit the community by filling empty condos. Twin Falls made a very good public-private partnership in offering URA money to Chobani Yoghurt if they would build their facility within a year.

Mickey Garcia – If the developer doesn't have the money to pay Ketchum the required upfront costs, a better way would be for the developer to deed the workforce housing land to the City, with all the development instruments in place. The City could build affordable housing on it. This would meet the developer's requirements for workforce housing. If Ketchum is already getting bogged down in math and details, it's only going to get worse. We need to think about the future of Ketchum.

Blaine County Housing Authority Executive Administrator David Patrie commended staff and the applicant for all their work, and agreed that the project was important to Ketchum. He said housing should not have to pay the price for an important project. The BCHA Board submitted a letter to Ketchum stating their total support of Ketchum's ordinance for hotels to provide housing for 25% of their employees. The BCHA Board would prefer the onsite housing building that is in the current Development Agreement.

Ketchum doesn't have the funding methods that Colorado ski towns have, and is behind in providing housing units. The current economic downturn is a chance to get ahead, and not get even farther behind, so local businesses can compete with other mountain towns for employees. It is likely that one large development with 134 employees would deplete all available rentals in Ketchum. There's definitely a deficit of smaller 1BR and 2BR units for low income individuals in Ketchum.

Sawtooth Board of Realtors Government Affairs Director Bob Crosby talked to the BCHA, and they agreed that \$500/bedroom is a reasonable current rental rate. 25% of 120 rooms is 30 employees, X \$500/bedroom equals about \$180,000 per year.

Also, many rental units in Ketchum need to be upgraded, and there needs to be some incentive for landlords to upgrade their properties.

The BCHA wants to partner with Ketchum in incentivizing development; and agrees with Ketchum that the BCHA is the organization to administer a housing plan. There is insufficient detail in the plan to measure its performance, and BCHA is willing to negotiate a workable housing solution to realize this development in Ketchum.

The Housing Authority would consider an in-lieu fee that is paid prior to Certificate of Occupancy, which would eliminate risk for Ketchum and the development of housing if something went wrong. Money upfront would allow the BCHA and its development partners to leverage federal dollars and provide housing at a 1:4 ratio as the housing need occurs. Another option would be a land conveyance.

Janet Appleby is 100% in favor of the project and its proposed changes. Traffic on Warm Springs Road has always been an issue. How are these 65 employees going to get to and from work.

Wood River Economic Partnership Executive Director Doug Brown asked Council to not lose track of the big picture. Housing is the tail that's wagging the dog of hotels in this community. This is a great project, with a lot of compromises, and a lot of people are counting on Ketchum to approve it.

Jerry Seiffert said Harriman built a first class hotel in 1936 in a wilderness area in the State of Idaho. Nothing comparable to it has been built in the 75 years since. This is the necessary investment to produce a 4- or 5-star St.

Regis hotel. If we get these 120 rooms built, the cash flow from the hotel will mean about 40% increase in the cash flow to business and employees in this community. There are three entities working on housing, and, even with Idaho state limitations, more things can get done with this increased cash flow. In almost 23 years, option tax revenues, adjusted for inflation, indicate Ketchum has a growth rate of less than 1%.

Jack Williams said these are good folks and we want to work with them.

PUBLIC HEARING CLOSED

Ed Lawson, representing the applicant, thanked the public for their comments. Ketchum can't get ahead of the housing curve if it doesn't have projects. This project won't happen if Ketchum forces it to increase the number of housing available for its workforce. This project knows it has to provide housing for the kind of employees required for a 5-star resort.

Mayor Hall said he knew the property owner to be honorable. There is no time to delay, and Ketchum can't take the risk of demanding something the developer says it can't afford. EAH is a viable method, and Ketchum will undoubtedly have to tweak it to make it work. Ketchum is a resort and it has to have hotel rooms.

Councilor Gourlay agreed that the applicant and their representatives were putting their best foot forward. He hoped to see his construction industry friends and hospitality friends back to work. A 4-star project is a nice start to meeting expectations of resort community visitors. An in-lieu fee is a financial burden that would halt the project. Deeding the land to develop has been discussed and is not workable. The EAH plan enables the developer to house employees and incentivize them to stay. There should be more incentive to live in Ketchum, or Ketchum's Area of Impact. Gourlay expressed concern that housing is only offered to full time employees in an area with frequent seasonal cutbacks. He suggested the \$300,000 recreational mitigation fee be paid in three years, starting the day the hotel opens.

Gourlay said he didn't mind getting stuck in a traffic jam that's only two miles long.

Councilor Helzel congratulated Mike Barnard on rescaling the project to a level that is realistic and executable, and recruiting an international brand. Phase 1 is a good balance between residential and hotel.

Helzel is an investor in a successful group in the hotel business. The developer claims that the requirement to build housing makes this project uneconomic; and that any upfront cost that comes out of his pocket is a deal breaker. This project is 500,000sf plus land and recreational amenities plus circulation at a total cost of \$200-\$300 million. Helzel said a \$500,000 recreation fee, or a couple million for an in-lieu fee, are very very small components of the total cost of the project.

Ketchum negotiated the \$500,000 recreation fee in the context of the tallest building ever built in Ketchum. The project is now smaller and a little less impactful, with a little more view corridor, but the project is still there. The hotel employees and guests are going to be an immediate impact on the City's recreation. Helzel is okay with a recreation fee of \$300,000, paid at Certificate of Occupancy.

Councilor Curtis Kemp agreed with \$300,000 over three years, providing language in the Agreement satisfies attorneys on both sides.

Helzel is very concerned that any promise by any developer to provide revenues for the benefit of the City or the community post Certificate of Occupancy is not an enforceable contract. Ketchum has already lost money on past projects that made that promise. Helzel asked counsel to advise on an escrow, or some kind of fund, or a lien.

Helzel is concerned about agreeing to this EAH flow of funds without a date certain deadline. If more than one hotel project gets underway, Ketchum will have all the impacts of hundreds of jobs and no program in place to provide housing for the employees.

Barnard said Phase 1 was very risky and every dollar counts.

Councilor Kemp is more concerned about the lack of a 5-star hotel than the lack of employee housing. What happens if all of Ketchum's three fully-entitled projects start at once?

Councilor Helzel said there were upcoming elections next May and again in November 2013. It's possible Mayor and Council will be completely different in two years. Ketchum spent over two years developing its housing ordinance. Today, Ketchum needs a hotel more than apartments; but making a sweeping policy change is not good public policy. Helzel is comfortable with the EAH proposal if there is a security interest and a date certain of January 15, 2015.

Horowitz said staff would craft very specific Findings of Fact that incorporated the Housing Needs Assessment of units needed now and the absorption created from this project. The next hotel, even if they come in the day after this one, will have a very different set of Findings. Ketchum does not have to worry about setting a precedent.

Mayor Hall: We have an immediate need for jobs and a long-term need for hotel rooms. We can make a decision tonight, and a different decision in the future.

City Attorney Susan Buxton said the recreation fee was already due and owing according to the existing Development Agreement. The two attorneys can look at the contract to address Councilor Helzel's concerns about securing payment of the recreation fee. It isn't so much a legal issue as the practical issue that no city wants to sue a landowner over this. The Idaho Supreme Court has upheld some development agreements that have, by contract, addressed certain things that were not addressed in statute.

Barnard said WSRR would make a commitment to fund the recreation fee, as agreed, regardless of the hotel's first year's receipts. Horowitz read the condition that "Funds shall be paid in equal payments within three years of issuance of Certificate of Occupancy. Security shall be developed in the revised Development Agreement, such as a Letter of Credit, Security Bond, Mortgage or other instrument."

Council agreed that \$150,000 of the \$300,000 recreation mitigation fee is to be paid at CofO, and the remaining \$150,000 a year later.

City Attorney Buxton will review the default clause in the applicant's Development Agreement that says their entitlement approvals are terminated upon expiration of the development agreement. In the event of default, the annexation and zoning would remain, final platting would be in place; but all Design Review approval would expire.

The housing conditions have been revised to:

- The housing "fund shall contain a minimum level of funding stipulated in the Development Agreement. The fund shall be administered by the Blaine County Housing Authority, or other non-profit housing entity as designated by the City."
- Housing reimbursement shall be structured to create a greater reimbursement for employees to choose to live in Ketchum city limits, at a ratio of the contribution that is 5% greater than the housing contribution outside city limits."

City Attorney Buxton will check to be sure the second condition is legal and enforceable.

Council directed staff to work with the applicant's attorney and present Council with a final set of conditions and Findings.

Patrie suggested the City Attorney carefully review the Fair Housing Act, even though federal funds were not involved.

Councilor Curtis Kemp moved to approve the request of Helios Development LLC for a modification to the Warm Springs Ranch Resort Planned Unit Development Approval, and third amendment to the Annexation and Development Agreement, subject to Conditions 1-7, as amendments thereto. Councilor Curtis Kemp further moved to direct legal and CED staff to prepare the third Development Agreement for Council review and approval. Motion seconded by Councilor Baird Gourlay. Motion passed unanimously.

4. ADJOURNMENT

Councilor Baird Gourlay moved to adjourn at 8:40pm. Councilor Curtis Kemp seconded the motion, and it passed unanimously.

Randy Hall
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk



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

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

Absent: Mayor Randy Hall

Also Present: Ketchum City Administrator Gary Marks
Special Ketchum City Attorney Susan Buxton
Ketchum Community and Economic Development Director Lisa Horowitz
Ketchum Planning Manager Joyce Allgaier
Ketchum Associate Planner Rebecca Bundy
Ketchum Building Official "Suds" Knehans
Ketchum Police Chief Steve Harkins
Recording Secretary Sunny Grant

1. The meeting was called to order by Council President Larry Helzel at 5:30pm.

2. COMMUNICATIONS FROM MAYOR AND COUNCILMEMBERS

Councilor Baird Gourlay is working with restaurateurs to get a more diverse representation of local businesses on the Chamber Advisory Board.

COMMUNICATIONS FROM CITY STAFF

3. Administration of oaths to new firefighters – Ketchum Fire Chief Mike Elle

Three of the new firefighters just completed Firefighter Academy, coordinated by Sr. Lt. Tory Canfield, and taught by Lt. Ed Binney and Capt. Robbie Engelhardt. Chief Elle said it was a privilege to welcome the new firefighters to public service. He thanked them for their commitment and dedication to the Fire Department.

Council President Larry Helzel issued the oath of office to Ketchum's new firefighters: Trini Pullen, Danielle Fuller, Ben Vauner, Dustin Coleman, Brad Howlett, and Jimmy Terra.

4. Ketchum Sustainable Building Code Progress Report – Associate Planner Rebecca Bundy

The Ketchum Sustainable Team appointed in November, 2010—Joe Marks, Ketchum Building Official "Suds" Knehans, Steve Kearns, John Riley, Mike Doty and Rebecca Bundy—has been working for almost a year to refine the Sustainable Building Code recommendation they made last year.

The team's goals are to conserve water and energy resources, preserve the environment, provide a healthy indoor environment, recognize and reward architects and contractors for their quality work, and communicate values locally and to area visitors. Sustainability is a marketing advantage. Supporting green practices as easy and normal can create a culture shift.

This is a residential Code that will apply to all residential construction—single family, multi-unit, renovations and additions. Additions and remodels must be done to the new Code, but the rest of the house isn't affected. Pre-1980 buildings were not built to today's standards, and only have to be brought to a certain level to qualify for a Pre-1980 Green model.

Ketchum's Sustainable Team attended Blaine County and Hailey green building code workshops, and heard accusations of lack of flexibility. "Prescriptive" means the builder does everything on the list. "Performance" means the building meets or exceeds requirements. Ketchum's Sustainable Team recommends a Performance-type approval; but a prescriptive path option is available, with the Planning & Building Departments doing ResCheck inspections. The team looked for low-cost options wherever possible.

The Sustainable Team has met with P&Z, and is now looking for Council input. Their recommendation is to accept both Leadership in Energy and Environmental Design (LEED) and National Green Building Standards (NGBS) ratings, which are comparable although minimally different. Ketchum's proposed Code will be compatible with the Hailey and County Codes.

NGBS addresses land use and development, resource energy, water efficiency, indoor environmental quality and operations and maintenance. The team tested NGBS in five actual building projects, plus some theoretical designs, and recommends requiring an NGBS silver level. Silver provides a high quality building that reflects standard best practices in the Wood River Valley, without being a real stretch for builders and architects. A gold level in both LEED and NGBS is also quite achievable, even for a mid-range multi-unit building, without extraordinary measures. The toughest category to meet is resource efficiency, which requires sourcing building materials within a certain distance, and sorting/recycling construction waste and building materials.

Exterior energy mitigation for pools, large spas, heated driveways, etc., requires the amenity be 25% more energy efficient, through the use of pool covers, insulation, variable speed pumps, etc.

Studies have shown compliance with the Green Building Code results in a return on investment of four times increased construction cost. Green buildings sell faster. Compliance may increase a builder's cost by 0-2%, and most of the increased cost is for the third-party verifier. The team proposes that Ketchum can do the verification and certification, which will save money and result in a City of Ketchum certificate. The additional review takes about 50 additional minutes of review and inspection time. If the builder wants a NGBS certificate, he can pay for it.

Bundy said there would be a break-in period, but she felt Ketchum's flexibility would make compliance possible.

Helzel wanted Ketchum to be easy to deal with. He was totally against any financial incentives to comply with the green building code, but supported "green taping"—giving green projects top priority.

Councilor Baird Gourlay suggested Ketchum set its own performance standards instead of using Home Energy Rating System (HERS). Bundy agreed. Gourlay suggested Ketchum continue with International Green Building Code (IGCC) for commercial construction, in anticipation of hotel construction. IGCC includes mechanical and electrical engineers, which is necessary for commercial construction.

Gourlay and team member Mike Doty said enforcement was largely professional integrity and keeping a record of ratings stickers of windows, fixtures, etc. Bundy said the team wanted to make their Sustainability Code easy for small builders and projects, but strong for the proposed resort projects.

5. Presentation of Idaho Road Scholar Program Awards to Brian Christiansen and Reed Schuler –

Bruce Drewes, Manager of Idaho Technology Transfer Center

Idaho Technology Transfer Center provides training and technical assistance to small local highway jurisdictions. Both the Road Scholar and Road Master courses are nationally-recognized programs. Drewes presented a Road Scholar (classes take about 90 hours) Award plaque to Reed Schuyler. Drewes presented a Road Master (about 100 hours of classes) award plaque to Street Superintendent Brian Christiansen.

Drewes thanked Christiansen for being on the Idaho Technology Transfer Center Advisory Committee. Christiansen thanked the City of Ketchum and its Council for allowing him to be its Street Superintendent, and for giving the Street Department the tools needed to maintain a high level of service.

6. Communications from the Public

Helzel welcomed eight student members of the Wood River W.a.t.e.r. Club to the Council meeting. The students introduced themselves: Maggie Williams, Jimmy Holcomb, Telar McClure, Jason Glenn, Erin Murphy, Lex Shapiro, and Madi Hendrix.

Bob Crosby, Sawtooth Board of Realtors Government Affairs Director, congratulated the City of Ketchum on a more flexible green building code. He said local contractors argued that increased costs were higher than statistics claimed. Helzel said there were also significant benefits. Bundy said she invited members of the local AIA and Wood River Building Contractors Association, and they had been well informed of the process.

7. FY2010-2011 City Budget Audit Report – Auditor Dennis Brown, CPA

The audit for FY2011, October 1, 2010-September 30, 2011, resulted in an unqualified (clean) opinion. The audit includes a lengthy analysis of the city and its activities. The General Fund increased over \$470,000 for the year, which indicates prudent use of Ketchum's resources, and allows the City to continue operations and build its reserves. That City has over a third of its budget in reserve is admirable, considering the current economic climate.

Negative balances in the water/wastewater financial schedules are due mostly to depreciation of the water/wastewater facilities. Water reserves are solid, and resources are adequate to pay operating and debt service costs; but the decrease in revenue from lack of new construction fees is causing budget difficulties.

Helzel commended City Administrator Gary Marks on a one-tenth of 1% variance in the revenue side of the budget.

Councilor Curtis Kemp moved to accept the audited FY2010-2011 Financial Statements. Motion seconded by Councilor Nina Jonas, and passed unanimously.

8. COMMUNICATIONS FROM THE PRESS

There were no comments from the press at this time.

PUBLIC HEARINGS

9. Lot 4, Block 41 Ketchum Townsite, Shoch Family L.P. Preliminary Plat and Phased Development Agreement – Planning Manager Joyce Allgaier

This was originally in 2008 a four-home townhome development, comprised of two lots (four townhome sublots). One of the four proposed townhome units was constructed on lot 3A, but only Lot 3 has been recorded. The whole property was foreclosed, and two different banks bought the two different lots. There are still development rights on both 3A and 3B and 4A and 4B. In 2010, Lot 3 owner (where the existing house is) applied to revise their Development Agreement.

This application is for a Development Agreement for the Lot 4 owner and development rights for two townhome units on Lot 4. P&Z approved Design Review, with some minor changes to the plat.

Before Council now is a Subdivision Amendment since the applicants have chosen to change the 2008 configuration of the sublots; and amendments to the Development Agreement to reflect the current status of ownership, and phasing/utility installation on Lot 4.

Lot 4 has to share development rights on sublots 4A and 4B. Ketchum allows 35% total lot coverage, so 4B is allowed whatever 4A doesn't use, which is stated in a plat note. 4A has received a building permit. If Lot 4A wanted to sell Lot 4B, they would have to develop it, final plat it and then sell it. Lot 3B, when platted, has access from the alley and is not landlocked. There is an agreement between Lots 3 and 4 on the geothermal heat source area.

This new proposed Development Agreement does not designate a deadline for constructing 4B, but stipulates that new development on Lot 4B needs to get Design Review approval.

PUBLIC COMMENT

Jill Eshman, representing the Shoch family, said the two homes on this two-lot parcel will close to what was originally contemplated. All issues between the two property owners have been resolved.

Mickey Garcia advised Council to go for it.

PUBLIC COMMENT CLOSED

Helzel asked if this kind of change cost the City money in staff and legal expense without recouping the normal fee revenue. Allgaier said the Planning Department collected all normal fees, including money to cover attorney's costs.

Councilor Curtis Kemp moved to approve the application entitled Ketchum Block 41 Lot 4 Townhome Subdivision Preliminary Plat Amendment and amended and restated Phased Development Agreement for Sublot 4A of Ketchum Block 41 Lot, with Conditions of Approval #1-3. Motion seconded by Councilor Baird Gourlay, and passed unanimously.

10. Ordinance 1087 (3rd reading and adoption): Amending Ketchum Municipal Code, by amending Chapter 176.64 Community Core District (CC), Section 17.64.020: Design Review Regulations and Guidelines, by amending Subsection D, Categories of Design Regulations and Guidelines adding Category 2I, Signage Plans, and adding new Subsection Y, Signage Plans Item I. Design Guidelines, a through i; by amending Chapter 17.96 Design Review District (D), Section 17.96.060, Construction Requiring Design Review Approval, to include Master Signage Plans; amending Section 17.96.080, Materials and Information, to include Master Signage Plans; by amending new Subsection 9, Master Signage Plans Design Guidelines, a through i; deleting in its entirety Chapter 17.124, Section 17.124.040, Signs, by adopting a new Chapter 17.124, Section 7.124.040, Signs, providing for enforcement and penalties; providing savings, severability, codification and repealer clauses; providing for publication by summary and an effective date – Associate Planner Rebecca Bundy

Also Present: Bob Crosby, Sun Valley Board of Realtors Government Affairs Director

First and second readings of proposed Ordinance 1087 were in April and June 2011.

Signs and awnings are allowed to project over the right-of-way. Their owners need a Right-of-Way Agreement with the City to be sure they don't impede on Emergency or Street Department operations.

Ketchum was unable to implement its wayfinding system, so staff would like Council to consider sandwich signs as a permitted use, within a boundary of the business's property. The signs are allowed in the public right-of-way; but not allowed on a paved roadway. All signs, including City signs, must allow a minimum five-foot-wide sidewalk passageway. Signs must be high quality, and display a decal indicating it has a display permit.

One permanent sign at a time is allowed on a large development parcel, i.e., the development sign morphs into a construction site sign, which morphs into a For Sale sign. These signs can be illuminated within Code restrictions.

Enforcement procedure is a series of warning letters from staff, then a phone call from staff, then a \$300 fine for each day the violation continues. If a sign is not removed, staff can confiscate it until the fine is paid.

Council discussed real estate, open house and election signs, and the proposed rules governing them. Education is key, and enforcement is based on complaint or visual sighting. Existing signs are grandfathered as long as they have a permit. A few iconic signs are exempt because they've been in place forever.

PUBLIC COMMENT

Crosby said the Sun Valley Board of Realtors has established monetary fines in excess of those the City is proposing for sign code offenses. The Sun Valley Board will enforce one sign per Open House per intersection. Bundy said the Sawtooth Board was self-policing, and had already made a huge improvement.

Mickey Garcia said a sign ordinance was disrespectful of small businesses and an abuse of police powers.

CLOSE PUBLIC COMMENT

Jonas said sign rules should be consistent for everyone. Staff said real estate signs were for a temporary "event"; others are for operating businesses. Both are meant to wayfind people to the business. Council discussed other temporary signs, including summer banners for outfitters.

Council agreed:

- 12sf maximum per sign (6sf per side)
- Limit of three signs per open house, not to exceed .25 mile from the property.
- \$10 permit fee for all sandwich and temporary signs.

Councilor Baird Gourlay: Pursuant to Idaho Code 50-902, I move for the third reading and adoption of Ordinance 1087: Amending Ketchum Municipal Code, by amending Chapter 17.64 Community Core District (CC), Section 17.64.020: Design Review Regulations and Guidelines, by amending Subsection D, Categories of Design Regulations and Guidelines; adding Category 21, Signage Plans, and adding new Subsection Y, Signage Plans Item 1. Design Guidelines, a through I; by amending Chapter 17.96 Design Review District (D), Section 17.96.060, Construction Requiring Design Review Approval, to include Master Signage Plans; amending Section 17.96.080, Materials and Information, to include Master Signage Plans; by amending Section 17.96.090 Criteria and Standards B. Evaluation Standards by adding new Subsection 9, Master Signage Plans Design Guidelines, a through I; deleting in its entirety Chapter 17.124, Section 17.124.040, Signs, by adopting a new Chapter 17.124, Section 17.124.040, Signs, providing for enforcement and penalties; providing savings, severability, codification and repealer clauses; providing for publication by summary and an effective date, as amended at tonight's meeting, and directing staff to draft a resolution regarding revised fees. Motion seconded by Councilor Curtis Kemp., Roll call: Councilor Baird Gourlay yes, Councilor Curtis Kemp yes, Councilor Nina Jonas yes, and Council President Larry Helzel yes. Motion passed unanimously.

AGREEMENTS AND CONTRACTS

11. Recommendation to approve a revised Joint Powers Agreement for the Idaho Independent Intergovernmental Authority (III-A) – City Administrator Gary Marks

III-A is in the final process of getting registered with the Idaho Department of Insurance, and is expected to launch on February 1, 2012. Council first signed a JPA in February, 2010. The Idaho Department of Insurance has asked III-A to conform its JPA to fit to their statute. All 39 III-A members must sign the revised JPA.

Buxton said the revised JPA doesn't change the structure of the organization, but established it as an irrevocable trust fund instead of a Board of Directors.

Buxton said elected officials are excluded from the definition of "employee". Elected officials can participate in the health insurance, but some elected officials may have other medical and dental insurance coverage; and some cities in III-A don't provide insurance for their elected officials. Mayors, city managers and "executive officers" who have direct control over the hiring/firing of employees cannot sit on the Board of Directors. Some cities offer insurance to retirees. The retirees typically pay the full premium, but are able to benefit from being in the group.

Councilor Curtis Kemp moved to approve the revised Joint Powers Agreement with the Idaho Independent Intergovernmental Authority (IIIA). Motion seconded by Councilor Curtis Kemp, and passed unanimously.

12. Sun Valley Events Agreement for Wagon Days – CED Director Lisa Horowitz

Also Present: Sun Valley Events principals Heather LaMonica Deckard and Ellen Gillespie

Ketchum is renewing its annual contract with Sun Valley Events, which has organized the Wagon Days parade, Big Hitch and other parade details since 2000. Instead of regular monthly payments, the new contract will pay each month based on the work actually done. Some months will be considerably more than others.

Councilor Curtis Kemp moved to approve the Sun Valley Events Agreement for Wagon Days, for 2012, in an amount not to exceed of \$26,500. Motion seconded by Councilor Baird Gourlay, and passed unanimously.

13. Recommendation to approve a professional services agreement for the facilitation of the National Brotherhood of Skiers – CED Director Lisa Horowitz

The National Brotherhood of Skiers will bring close to 1000 skiers to the area in February 2012. Staff advertised for an event coordinator. Most of the proposals received were similar in fee and time. The National Brotherhood of Skiers named their preference as Sun Valley Events, and staff also recommends Sun Valley Events.

Ketchum's Events Coordinator will coordinate with Sun Valley Events, and administer permits for the event.

Councilor Baird Gourlay moved to use Sun Valley Events as event coordinator for the National Brotherhood of Skiers Summit in February, and direct staff to draft a contract with a fee not to exceed \$5,000. Motion seconded by Councilor Curtis Kemp, and passed unanimously.

RESOLUTIONS

14. Resolution 11-028: City Council Meeting Schedule for 2012 – City Administrator Gary Marks

Councilor Curtis Kemp moved to pass Resolution 11-028 to establish the City Council Meeting Schedule for 2012. Motion seconded by Councilor Nina Jonas, and passed unanimously.

Jonas asked if at least some of the meeting packet materials could be distributed to Councilmembers a little sooner, and if the agenda could be published in the Friday paper. Staff will check.

15. Resolution 11-029: Planning and Zoning Commission Meeting Schedule for 2012 – City Administrator Gary Marks

Councilor Curtis Kemp moved to pass Resolution 11-029 to establish the Planning and Zoning Commission Meeting Schedule for 2012. Motion seconded by Councilor Nina Jonas, and passed unanimously.

16. CONSENT CALENDAR

- a. Approval of minutes from the November 21, 2011 Council meeting and accepting the July 21, 2011 Sun Valley Joint City Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Approval of a 2011-2012 Beer and Wine License

Councilor Baird Gourlay moved to approve the Consent Calendar, seconded by Councilor Curtis Kemp. Motion passed with three in favor and Councilor Jonas abstained since she was not at the November 21 Council meeting.

17. EXECUTIVE SESSION

Councilor Baird Gourlay moved to go into Executive Session to discuss personnel, litigation (Local 4758 vs. City of Ketchum) and land acquisition, pursuant to Idaho Code §§67-2345 1(a), (b), (c) and (f) at 8:55p.m., seconded by Councilor Curtis Kemp. Roll call: Councilman Baird Gourlay yes, Councilman Curtis Kemp yes, Councilwoman Nina Jonas yes, and Council President Larry Helzel yes. Motion passed unanimously.

18. ADJOURNMENT

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

Larry Helzel
Council President

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	PR1216110	State Withholding Tax Pay Period: 12/16/2011	6,852.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Family Pay Period: 12/16/2011	579.16
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Family Pay Period: 12/16/2011	52.61
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee + 1 Chld Pay Period: 12/16/2011	53.40
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Family Pay Period: 12/16/2011	6,112.00
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee + Spouse Pay Period: 12/16/2011	9,930.42
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee + 2 Chld Pay Period: 12/16/2011	5,370.15
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee Pay Period: 12/16/2011	9,468.00
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Family Pay Period: 12/16/2011	105.22
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee + 1 Chld Pay Period: 12/16/2011	2,772.92
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Family Pay Period: 12/16/2011	18,336.00
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Family Pay Period: 12/16/2011	3,056.00
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee + Spouse Pay Period: 12/16/2011	255.04
BLUE CROSS OF IDAHO	PR1216110	Health Ins - Employee + 2 Chld Pay Period: 12/16/2011	103.70
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR1216110	AFLAC After-Tax Pay Period: 12/16/2011	186.97
AFLAC	PR1216110	AFLAC Pre-Tax Pay Period: 12/16/2011	779.84
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
REGENCE LIFE & HEALTH	PR1216110	Long Term Disability Pay Period: 12/16/2011	1,047.37
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - 1 Child Pay Period: 12/16/2011	51.96
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - 1 Child Pay Period: 12/16/2011	141.48
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - Family Pay Period: 12/16/2011	888.16
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - Spouse Pay Period: 12/16/2011	167.13
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - 2+ Child Pay Period: 12/16/2011	122.28
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - Spouse Pay Period: 12/16/2011	699.53
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - Family Pay Period: 12/16/2011	647.08
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - 2+ Child Pay Period: 12/16/2011	203.84
DELTA DENTAL PLAN OF IDAH	PR1216110	Dental Insurance - Employee Pay Period: 12/16/2011	757.80
01-2173-3000 P/R DEDUC PBL--PEBSCO			
NATIONWIDE RETIREMENT SOL	PR1216110	Nationwide Fire - 0035424-001 Pay Period: 12/16/2011	4,877.45
NATIONWIDE RETIREMENT SOL	PR1216110	Nationwide - 0026904-001 Pay Period: 12/16/2011	1,321.31
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHLD SUPPORT SERVICES	PR1216110	Child Support Pay Period: 12/16/2011	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR1216110	Pioneer Federal Credit Union Pay Period: 12/16/2011	2,985.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR1216110	125 Medical Savings Pay Period: 12/16/2011	1,435.79
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR1216110	125 Dependant Care Pay Period: 12/16/2011	503.85
Total :			80,133.14
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
KEMP AIA, CURTIS P.	200748	Health Insurance Reimbursement	220.50
KEMP AIA, CURTIS P.	200749	Health Insurance Reimbursement	220.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
KEMP AIA, CURTIS P.	200750	Health Insurance Reimbursement	220.50
01-4110-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	6.96
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	120511	Postage	875.90
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.11
01-4110-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-11/11	ACCT. 1856	70.00
LOWELL JOERG	122011	Thank you for historical item	50.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	11/25/11	Meeting Expenses for the Mayor	312.10
HALL, RANDY	121911	Travel Expenses	82.81
01-4110-7400 OFFICE FURNITURE & EQUIPMENT			
DELL MARKETING L.P.	XFKF2JNW5	Computer for Council Chambers	757.43
Total LEGISLATIVE & EXECUTIVE:			2,853.81
ADMINISTRATIVE SERVICES			
01-4150-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	10.60
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS	110899	Envelopes	356.64
US BANK	11/25/11	Supplies	15.85
DELL MARKETING L.P.	XFKX6WFJ6	Battery	100.63
PITNEY BOWES - RESERVE ACC	120511	Postage	875.90
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.11
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262M	385.68
UNIFIED OFFICE SERVICES	128010	Office Supplies	17.24
UNIFIED OFFICE SERVICES	3869CM	Office Supplies	10.58-
01-4150-4200 PROFESSIONAL SERVICES			
AIR ST. LUKE'S	120611	2012 Membership	1,960.00
CASELLE, INC.	40140	Support Charges	872.66
GRANT, SUZANNE	120711	CC Minutes 12/05/11	292.50
KETCHUM COMPUTERS, INC.	8273	Computer Maintenance	50.00
IH-A	OPR2011.003	Administration Services	1,413.36
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-11/11	Acct. 2196	105.80
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	11/25/11	Meeting Expenses for Gary	1,025.02
MARKS, GARY	120711	Travel Expenses	83.49
MARKS, GARY	121311	Travel Expenses	150.61
RIVER RUN AUTO PARTS	6538-40551	Parts & Supplies	8.95
UNITED OIL	681524	ACCT. 37266	71.52
UNITED OIL	682879	ACCT. 37266	69.17
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1190521444	ACCT. 74754376	94.89
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	894.21

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	8295	Computer Maintenance	2,160.00
CIVICPLUS	95205	Website Setup Fees Content Phase	5,606.67
01-4150-5200 UTILITIES			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1,000.14
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	62.12
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	14.23
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
FIRE SERVICES OF IDAHO	71334	Fire Extinguisher	189.00-
SUN VALLEY MARKETING ALLI	121511	Chamber Bucks for Employee Bonuses	2,100.00
SHERWIN-WILLIAMS CO.	2166-6	Supplies	1.78
SHERWIN-WILLIAMS CO.	2168-2	Paint	7.78
FLY SUN VALLEY ALLIANCE	12/15/11	Fly Sun Valley Alliance Cards for Christmas Bonuses for Employees	1,386.00
FLY SUN VALLEY ALLIANCE	121911	Fly Sun Valley Alliance Cards for Employee Bonus'	198.00
Total ADMINISTRATIVE SERVICES:			21,228.97
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120162	Monthly Prosecutor Payment	3,660.17
ALLINGTON, ESQ., FREDERICK	120163	Monthly Prosecutor Payment	3,660.17
ALLINGTON, ESQ., FREDERICK	120164	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			10,980.51
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	26.81
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
US BANK	11/25/11	Office Supplies	230.03
PITNEY BOWES - RESERVE ACC	120511	Postage	2,417.85
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.11
01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL			
US BANK	11/25/11	Office Supplies	65.17
PITNEY BOWES - RESERVE ACC	120511	Postage	339.26
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.11
01-4170-3200 OPERATING SUPPLIES			
US BANK	11/25/11	Supplies	55.58
01-4170-4261 PROF SERVICE-WS RANCH RESORT			
EXPRESS PUBLISHING, INC.	2196-11/11	Acct. 2196	238.40
01-4170-4267 PROFESSIONAL SVC-COMP PLAN			
US BANK	11/25/11	Rental Car for Comp Plan Speaker	83.73
US BANK	11/25/11	Comp Plan Expenses	3,460.37
US BANK	11/25/11	Comp Plan Expenses	966.06
ALLGAIER, JOYCE	120911	Reimbursement for Airfare for Chris Gates & Comp Plan URL	543.04
CLEAN WEB DESIGN	128	Website for Comp Plan	997.88
PAM BRITTON	001-2012KETC	Citizen Participation Program Development	900.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-11/11	Acct. 2196	504.24
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	11/25/11	Lodging Expenses	100.00
US BANK	11/25/11	Lodging Expenses	163.01
ENOURATO, LISA	113011	Travel Expenses	207.40
ENOURATO, LISA	121311	Travel Expenses	169.75
ENOURATO, LISA	1214-15/11	Travel Expenses	193.75
01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL			
US BANK	11/25/11	Meeting Expenses for Lisa H.	18.22
Total COMMUNITY PLANNING/DEVELOPMENT:			11,754.77
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
AUTO PHONE	5767	Smiley Creek Radios	1,526.20
HAWLEY GRAPHICS	7595	Logo	412.50
Total CONTINGENCY:			1,938.70
HUMAN RESOURCES/RISK MANAGEMEN			
01-4195-4200 PROFESSIONAL SERVICES			
S2O DESIGN AND ENGINEERING	110038	Recreation & Public Purposes/ White Water Park Project	20,200.00
Total HUMAN RESOURCES/RISK MANAGEMEN:			20,200.00
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	120511	Postage	218.38
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.12
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200929	BCSO Law Enforcement Services	103,691.67
BLAINE COUNTY CLERK/RECOR	200930	BCSO Law Enforcement Services	103,691.67
Total POLICE:			207,638.84
BUILDING			
01-4240-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	3.72
01-4240-3200 OPERATING SUPPLIES			
US BANK	11/25/11	Supplies	39.47
Total BUILDING:			43.19
Total GENERAL FUND:			356,771.93
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
02-4530-2900 AWARDS			
GARY SNOW	093011	1st Place Wagon Days Float	300.00
02-4530-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	120511	Postage	11.51
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	4531-09/11	Acct. 4531	2,006.00
Total WAGON DAYS EXPENDITURES:			2,317.51
Total WAGON DAYS FUND:			2,317.51
STREET MAINTENANCE FUND			
STREET			
04-4310-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	31.99
04-4310-3200 OPERATING SUPPLIES			
D AND B SUPPLY	11044-11/26/11	ACCT. 11044	99.99
EASY PACK INC	162228	Shipping	11.24
A.C. HOUSTON LUMBER CO.	14-294184	Supplies	7.79
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.12
RIVER RUN AUTO PARTS	6538-40390	Parts & Supplies	14.95
RIVER RUN AUTO PARTS	6538-40533	Parts & Supplies	6.99
TREASURE VALLEY COFFEE IN	2160:02649244	COFFEE	123.30
TREASURE VALLEY COFFEE IN	2160:02676050	COFFEE	122.55
WAKE UP AND LIVE, INC.	12/10/11	Snow Removal Breakfast	62.14
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-294184	Supplies	10.29
A.C. HOUSTON LUMBER CO.	14-294541	Supplies	37.19
PIPECO, INC.	106428	Supplies	31.38
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	681527	ACCT. 37269	6,002.31
UNITED OIL	682882	ACCT. 37269	2,362.81
SCHAEFFER MFG. CO.	MU1966-INVI	400 Pound Drum	1,316.00
04-4310-4200 PROFESSIONAL SERVICES			
ERWIN EXCAVATION, S	11-465	Snow Staking & Snow Removal	208.09
ERWIN EXCAVATION, S	11-474	Snow Hauling	1,687.50
GALENA ENGINEERING, INC.	1318.148-11/11	Prepare Catch Basin & Street Repair	877.50
HIATT TRUCKING, INC.	1544	SNOW HAULING	1,012.50
JOE'S BACKHOE SERVICES	12297	Snow Hauling	675.00
KATCO EXCAVATION INC.	273209	Snow Hauling	975.00
RICK'S EXCAVATION, INC.	175	Snow Hauling	637.50
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LHTAC	SC-120111-2	T2 Center Classes	40.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1190521444	ACCT. 74754376	12.66
04-4310-5200 UTILITIES			
IDAHO POWER	6471919866-12	ACCT. 6471919866	928.81

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	6471919866-12	ACCT. 6471919866	573.77
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	636.51
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	335.84
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	188.69
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
FASTENAL COMPANY	IDJER31636	Parts	565.28
NAPA AUTO PARTS	674111	Supplies	32.28
RIVER RUN AUTO PARTS	6538-40489	Parts & Supplies	7.98
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
BRODY CHEMICAL	296204	Plow Wax	826.24
CONSOLIDATED ELECTRICAL D	3755-199016	Supplies	7.88-
CONSOLIDATED ELECTRICAL D	3755-526572	Supplies	23.64
US BANK	11/25/11	Parts for Hot Patcher	377.36
FASTENAL COMPANY	IDJER31897	Parts	171.68
FASTENAL COMPANY	IDJER32278	Parts	451.93
FREIGHTLINER OF IDAHO	116459	Parts & Supplies	27.42
FREIGHTLINER OF IDAHO	116464	Parts & Supplies	212.08
NAPA AUTO PARTS	668096	Supplies	83.28
NAPA AUTO PARTS	668786	Supplies	38.49-
NAPA AUTO PARTS	674802	Supplies	26.28
NAPA AUTO PARTS	674861	Supplies	10.29
NAPA AUTO PARTS	675249	Supplies	28.32
NAPA AUTO PARTS	675522	Supplies	10.29
NAPA AUTO PARTS	675883	Supplies	23.37
NAPA AUTO PARTS	676132	Supplies	26.37
RIVER RUN AUTO PARTS	6538-39540	Parts & Supplies	44.44
RIVER RUN AUTO PARTS	6538-40062	Parts & Supplies	31.39
RIVER RUN AUTO PARTS	6538-40196	Parts & Supplies	32.99
RIVER RUN AUTO PARTS	6538-40220	Parts & Supplies	9.98
RIVER RUN AUTO PARTS	6538-40288	Parts & Supplies	35.94
RIVER RUN AUTO PARTS	6538-40377	Parts & Supplies	28.56
SILVER CREEK SUPPLY	S1164784.001	Supplies	35.94
SNAKE RIVER HYDRAULICS	199723	Parts & Repairs	337.47
SNAKE RIVER HYDRAULICS	200527	Supplies	334.88
KENWORTH SALES COMPANY	TKSJPR787943	Parts	41.28
WESTERN STATES EQUIPMENT	PC040172597	Parts	1,084.20
WESTERN STATES EQUIPMENT	PC040173361	Parts	1,084.20
WESTERN STATES EQUIPMENT	PC040173632	Parts	223.20
WOODSIDE RV CENTER, INC.	123592	Parts	21.90
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400093997	ACCT. 241076800	63.42
AMERIPRIDE LINEN	2400095835	ACCT. 241076800	29.97
AMERIPRIDE LINEN	2400099350	ACCT. 241076800	33.24
AMERIPRIDE LINEN	2400101101	ACCT. 241076800	63.42
KETCHUM COMPUTERS, INC.	8297	Computer Maintenance	120.00
04-4310-6920 SIGNS & SIGNALIZATION			
ADVANCED SIGN	52428	Signage	110.00
ADVANCED SIGN	52429	Signage	95.00
ADVANCED SIGN	52459	Signage	700.00
ADVANCED SIGN	52515	Signage	289.00
CONSOLIDATED ELECTRICAL D	3755-199019	Supplies	228.52-
CONSOLIDATED ELECTRICAL D	3755-525924	Supplies	236.40
ECONO SIGNS LLC	10-899358	Signage	260.98
FASTENAL COMPANY	IDJER32104	Parts	181.58

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	14-291488	Supplies	46.38
A.C. HOUSTON LUMBER CO.	14-292517	Supplies	753.50
A.C. HOUSTON LUMBER CO.	14-294184	Supplies	2.49
NAPA AUTO PARTS	675533	Supplies	24.75
SHERWIN-WILLIAMS CO.	2208-6	Supplies	91.36
SHERWIN-WILLIAMS CO.	2415-7	Barricades	16.19
04-4310-6930 STREET LIGHTING			
IDAHO POWER	322623384-12/	ACCT. 322623384	4.35
IDAHO POWER	4083074003-12	ACCT. 4083074003	18.21
IDAHO POWER	528357116-12/	ACCT. 528357116	10.92
IDAHO POWER	5318579658-11	ACCT. 5318579658	5.00
IDAHO POWER	5318579658-12	ACCT. 5318579658	7.14
IDAHO POWER	6304817401-11	ACCT. 6304817401	73.91
IDAHO POWER	731352437-11/	ACCT. 7371352437	81.40
IDAHO POWER	8344414305-11	ACCT. 8344414305	13.63
IDAHO POWER	9337189101-12	ACCT. 9337189101	86.55
SILVER CREEK ELECTRIC, INC.	2135	Street Light Repairs	43.27
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING	3900	Materials	309.60
BROOKS WELDING	8328	Materials	49.06
MERRICK CONSTRUCTION, INC.	7784	Curb & Gutter	640.00
MERRICK CONSTRUCTION, INC.	7785	Curb & Gutter	775.00
PIPECO, INC.	106248	Supplies	46.20
SHELTON'S	23851	Road Salt	1,175.75
WALKER SAND AND GRAVEL	11497	Road Materials	6,744.54
WOOD RIVER WELDING, INC.	147137	Supplies	33.25
WOOD RIVER WELDING, INC.	147264	Supplies	15.75
04-4310-7190 SIDEWALKS/STREET IMPROVEMENTS			
SILVER CREEK ELECTRIC, INC.	2149	Safe Routes to School Project	10,705.00
Total STREET:			48,999.19
Total STREET MAINTENANCE FUND:			48,999.19
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2310 DEF.COMP-Pd On Call/PT Emp			
NATIONWIDE RETIREMENT SOL	120111	Volunteer Firefighters Retirement	5,000.00
10-4230-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	26.16
10-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI855909	Cleaning Services	10.82
ALSCO - AMERICAN LINEN DIVI	LBOI860818	Cleaning Services	10.50
ATKINSONS' MARKET	1841-11/11	ACCT. 1841	81.52
CHATEAU DRUG CENTER	698424	Supplies	.62
CHATEAU DRUG CENTER	698796	Supplies	13.66
CHATEAU DRUG CENTER	699495	Supplies	6.17
CHATEAU DRUG CENTER	699949	Supplies	17.09
CHATEAU DRUG CENTER	700507	Supplies	26.10
CHATEAU DRUG CENTER	704795	Supplies	6.44
CHATEAU DRUG CENTER	705741	Supplies	6.64
CHATEAU DRUG CENTER	707431	Supplies	3.79

Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	709215	Supplies	14.77
CHATEAU DRUG CENTER	709589	Supplies	3.89
CHATEAU DRUG CENTER	712370	Supplies	3.56
CHATEAU DRUG CENTER	714849	Supplies	4.26
CHATEAU DRUG CENTER	719400	Supplies	2.84
CLEARWATER POWER EQUIPME	120511	Flags for the Plow	11.00
US BANK	11/25/11	Supplies	204.41
US BANK	11/25/11	Supplies	19.73
L.N. CURTIS & SONS	3116782-00	Supplies	605.00
L.N. CURTIS & SONS	3117001-00	Supplies	16.18
DAVIS EMBROIDERY	18375	Supplies	58.25
EASY PACK INC	162698	Shipping	8.09
GEM STATE PAPER & SUPPLY	610891-00	Supplies	51.61
GLASS MASTERS, INC.	66562	Plexiglas	25.43
A.C. HOUSTON LUMBER CO.	14-289665	Supplies	64.58
MAGIC VALLEY BUSINESS SYST	49072A	Copier Maintenance	54.60
OLIVER, MARK	122111	Fireman Portraits	125.00
PITNEY BOWES - RESERVE ACC	120511	Postage	133.22
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	18.56
LEADY, ANNE	120111	HRM Replacement	22.49
UNIFIED OFFICE SERVICES	127472	Office Supplies	9.60
UPS STORE #2444	11/03/11	Shipping	169.72
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	681525	ACCT. 37267	177.86
UNITED OIL	682880	ACCT. 37267	191.75
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	11/25/11	Training	20.00
NATIONAL FIRE PROTECTION A	331812-11/11	Renewals	165.00
10-4230-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
IDAHO FIRE CHIEF'S ASSOCIATI	2012	Membership Dues for Mike Elle	45.00
10-4230-4903 TRAINING/TRVL/MTG-ASST FIRE CH			
US BANK	11/25/11	Training	300.00
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
COLOR HAUS, INC.	12051	Paint	15.25-
IRISH ELECTRIC	9311	Heat Tape & Gutter Work	675.00
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
DEAN TIRE, INC.	5204	Shop Labor	32.00
DEAN TIRE, INC.	5221	Install Snow Tires	32.00
FIREMAN'S SUPPLY	16961	Supplies	91.41
KETCHUM RURAL FIRE DISTRIC	1002-12/21/11	Fire Apparatus Services	72.50
RIVER RUN AUTO PARTS	6538-39906	Parts & Supplies	10.95
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
BROOKS WELDING	8345	Solonoid for Plow	9.00
Total FIRE & RESCUE:			8,643.52
Total FIRE & RESCUE FUND:			8,643.52
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-2310 DEF.COMP-Pd On Call/PT Emp			
NATIONWIDE RETIREMENT SOL	120111	Volunteer Firefighters Retirement	5,000.00
14-4260-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	38.62
14-4260-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO1855909	Cleaning Services	10.81
ALSCO - AMERICAN LINEN DIVI	LBO1860818	Cleaning Services	10.50
ATKINSONS' MARKET	1841-11/11	ACCT. 1841	81.52
CHATEAU DRUG CENTER	698424	Supplies	.63
CHATEAU DRUG CENTER	698796	Supplies	13.66
CHATEAU DRUG CENTER	699495	Supplies	6.17
CHATEAU DRUG CENTER	699949	Supplies	17.09
CHATEAU DRUG CENTER	700507	Supplies	26.10
CHATEAU DRUG CENTER	704795	Supplies	6.43
CHATEAU DRUG CENTER	705741	Supplies	6.64
CHATEAU DRUG CENTER	712250	Supplies	14.42
CHATEAU DRUG CENTER	712370	Supplies	3.56
CHATEAU DRUG CENTER	714849	Supplies	4.26
CHATEAU DRUG CENTER	719400	Supplies	2.84
CLEARWATER POWER EQUIPME	120511	Flags for the Plow	10.99
US BANK	11/25/11	Supplies	152.42
US BANK	11/25/11	Supplies	19.74
L.N. CURTIS & SONS	3116782-00	Supplies	605.00
L.N. CURTIS & SONS	3117001-00	Supplies	16.17
DAVIS EMBROIDERY	18375	Supplies	58.25
DEPT. OF HEALTH & WELFARE	3210116	Acct. 0064935	25.00
EASY PACK INC	162698	Shipping	8.08
GEM STATE PAPER & SUPPLY	610891-00	Supplies	51.61
GLASS MASTERS, INC.	66562	Plexiglas	25.43
MAGIC VALLEY BUSINESS SYST	49072A	Copier Maintenance	54.60
NORCO	8927385	ACCT. 54794	85.76
NORCO	8943907	ACCT. 54794	96.25
NORCO	8959927	ACCT. 52355	27.90
NORCO	8960844	ACCT. 54794	191.40
OLIVER, MARK	122111	Fireman Portraits	125.00
PITNEY BOWES - RESERVE ACC	120511	Postage	133.23
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	18.56
ST. LUKES	342-10/11	Acct. 342	294.47
ST. LUKES	342-11/11	Acct. 342	294.47
LEADY, ANNE	120111	HRM Replacement	22.49
UNIFIED OFFICE SERVICES	127472	Office Supplies	9.59
UPS STORE #2444	11/03/11	Shipping	169.72
PROGRESSIVE MEDICAL INTER	328425	Supplies	355.48
PROGRESSIVE MEDICAL INTER	328436	Supplies	19.25
PROGRESSIVE MEDICAL INTER	328652	Supplies	53.95
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	681525	ACCT. 37267	401.98
UNITED OIL	682880	ACCT. 37267	275.86
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
MCLEAN, LARA	113011	ACLS Online Class	105.00
US BANK	11/25/11	Training	125.00
DEPT. OF HEALTH & WELFARE	3209744	Services	55.00
NURGE, DON	120711	Reimbursement for National Registry EMT Certification	15.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
IDAHO FIRE CHIEF'S ASSOCIATI	2012	Membership Dues for Mike Elle	45.00
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
COLOR HAUS, INC.	12051	Paint	15.24-
IRISH ELECTRIC	9311	Heat Tape & Gutter Work	675.00
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
L.N. CURTIS & SONS	3117125-00	Supplies	1,008.02
DEAN TIRE, INC.	5204	Shop Labor	224.00
DEAN TIRE, INC.	5221	Install Snow Tires	128.00
RIVER RUN AUTO PARTS	6538-39906	Parts & Supplies	10.95
14-4260-6100 REPAIR & MAINT--MACHINERY & EQ			
BROOKS WELDING	8345	Solenoid for Plow	9.00
Total AMBULANCE SERVICE:			11,230.63
Total AMBULANCE SERVICE FUND:			11,230.63
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	21.49
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	120511	Postage	105.44
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.12
18-4510-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1861-11/11	ACCT. 1861	18.71
BUSINESS AS USUAL	103302	Office Supplies	437.22
CHATEAU DRUG CENTER	702845	Supplies	13.28
SYSCO	112010194	Supplies	71.10
18-4510-3210 SPECIAL EVENT SUPPLIES			
CHATEAU DRUG CENTER	725978	Supplies	24.64
US BANK	11/25/11	Fire Pits	227.49
18-4510-3250 RECREATION SUPPLIES			
CHATEAU DRUG CENTER	706995	Supplies	66.10
18-4510-3260 HALLOWEEN SUPPLIES			
BLAINE COUNTY SCHOOL DIST	111511	Custodial Overtime for Halloween Party	75.00
US BANK	11/25/11	Pizza for Halloween Party	140.68
US BANK	11/25/11	Halloween Party Supplies	3.99-
NORCO	8853251	ACCT. AK902	92.01
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	1861-11/11	ACCT. 1861	94.02
COSTCO WHOLESALE	111511	Concession Supplies for the Parks Dept.	317.07
SYSCO	112010194	Supplies	83.05
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	678776	ACCT. 37268	436.46
UNITED OIL	681526	ACCT. 37268	181.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNITED OIL	682881	ACCT. 37266	324.49
18-4510-3600 COMPUTER SOFTWARE			
US BANK	11/25/11	Software	148.39
18-4510-4200 PROFESSIONAL SERVICES			
C & R ELECTRIC, INC.	58819	Town Square Bathroom Repair	172.17
CLEAR CREEK LAND CO. LLC	72161	Mobile Storage Rent	70.00
EXPRESS PUBLISHING, INC.	2196-11/11	Acct. 2196	28.00
KETCHUM COMPUTERS, INC.	8296	Computer Maintenance	230.00
WIEDERRICK'S CUSTOM METAL	2797	Christmas Tree Base	461.93
18-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	11/25/11	INLA Training	290.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
US BANK	11/25/11	Cell Phone Case	21.23
CENTURY LINK	1190521444	ACCT. 74754376	4.67
18-4510-5200 UTILITIES			
IDAHO POWER	1390712010	ACCT. 139071201	88.27
IDAHO POWER	3732923535-11	ACCT. 3732923535	19.08
IDAHO POWER	4962654229-12	ACCT. 4962654229	4.40
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	257.18
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
IDAHO TRANSPORTATION DEPT	9316717	Exempt Plat Renewals	46.00
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-39823	Parts & Supplies	22.49
18-4510-6510 COMMUNITY SPECIAL EVENTS			
ALPINE TREE SERVICE	11919	Christmas Tree Transport	500.00
LIVE AUDIO PRODUCTION	121011	Audio Visual Production for Tree Lighting	200.00
DJ MACLAIN	1	Nightmare on Main Street Entertainment	300.00
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-287421	Supplies	6.28
A.C. HOUSTON LUMBER CO.	14-289669	Supplies	22.99
A.C. HOUSTON LUMBER CO.	14-291402	Supplies	10.80
PIPECO, INC.	106066	Supplies	4.01
RIVER RUN AUTO PARTS	6538-40337	Parts & Supplies	84.10
RIVER RUN AUTO PARTS	65385-40263	Parts & Supplies	2.95
18-4510-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	11/25/11	Chairs	648.86
Total PARKS AND RECREATION:			6,406.58
Total PARKS AND RECREATION FUND:			6,406.58
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	7.42

Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-4200 PROFESSIONAL SERVICES			
ROBERTSON FINANCIAL SERVI	2011-024	Sales Tax Reformatting	70.00
22-4910-6030 VISITOR INFORMATION SERV./MARK			
SUN VALLEY MARKETING ALLI	2011-1	1st Quarterly Payment	112,500.00
22-4910-6040 COMMUNITY MARKETING CONTRACT			
SUN VALLEY MARKETING ALLI	7	2nd Quarterly Payment	112,500.00
22-4910-6050 FLY SUN VALLEY			
FLY SUN VALLEY ALLIANCE	2011-1	1/2 Contracted Amount for 2011-12	12,500.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	732	Quarterly Payment	43,550.83
MOUNTAIN RIDES	733	Monthly Payment	43,550.83
MOUNTAIN RIDES	734	Monthly Payment	43,550.83
22-4910-6090 CONSOLIDATED DISPATCH			
BLAINE COUNTY EMERGENCY	121511	Consolidated Dispatch	41,745.25
BLAINE COUNTY EMERGENCY	201019	Consolidated Dispatch	41,745.25
22-4910-6500 CDC FUNDING			
KETCHUM COMMUNITY DEVEL	13	Monthly Contract Payment	9,700.00
KETCHUM COMMUNITY DEVEL	14	Monthly Contract Payment	9,700.00
KETCHUM COMMUNITY DEVEL	15	Monthly Contract Payment	9,700.00
KETCHUM COMMUNITY DEVEL	16	Monthly Contract Payment	9,700.00
22-4910-9930 LOT FUND OP. CONTINGENCY			
SUN VALLEY MARKETING ALLI	110811	Contract Amendment Amount	6,000.00
Total LOCAL OPTION SALES TAX :			496,520.41
Total LOCAL OPTION SALES TAX FUND:			496,520.41
WATER FUND			
63-3400-6100 WATER CHARGES			
DONALD ROWE	121911	Refund for Direct Pay	29.93
Total :			29.93
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
KEMP AIA, CURTIS P.	200748	Health Insurance Reimbursement	47.25
KEMP AIA, CURTIS P.	200749	Health Insurance Reimbursement	47.25
KEMP AIA, CURTIS P.	200750	Health Insurance Reimbursement	47.25
63-4340-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	29.89
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
KETCHUM COMPUTERS, INC.	7568	Computer Maintenance	67.90
PITNEY BOWES - RESERVE ACC	120511	Postage	108.04
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.12
UNIFIED OFFICE SERVICES	128012	Office Supplies	5.31

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3110 OFFICE SUPPLIES & POST.-ADMIN			
KETCHUM COMPUTERS, INC.	7568	Computer Maintenance	83.33
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400096915	ACCT. 241076900	87.27
AMERIPRIDE LINEN	2400096916	ACCT. 241076901	15.08
AMERIPRIDE LINEN	2400100424	ACCT. 241076900	144.51
AMERIPRIDE LINEN	2400100425	ACCT. 241076901	15.08
ATKINSONS' MARKET	1856-11/11	ACCT. 1856	7.54
CHATEAU DRUG CENTER	721441	Supplies	14.24
US BANK	11/25/11	Uniforms	81.96
D AND B SUPPLY	11041-10/25/11	ACCT. 11041	22.49
D AND B SUPPLY	11041-10/29/11	ACCT. 11041	149.97
GEM STATE WELDERS SUPPLY,I	E228502	Supplies	65.47
UPS STORE #2444	11/03/11	Shipping	8.67
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	37162	Testing	56.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	6815828	ACCT. 37271	661.11
UNITED OIL	682884	ACCT. 37271	719.57
63-4340-3600 COMPUTER SOFTWARE			
DELL MARKETING L.P.	XFKMR8DN4	USP Converter	14.39
KETCHUM COMPUTERS, INC.	7508	Computer Maintenance	12.50
KETCHUM COMPUTERS, INC.	7568	Computer Maintenance	12.50
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E228229	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E228502	Supplies	513.00
63-4340-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	40140	Support Charges	872.67
J-U-B ENGINEERS, INC.	71971	Water Master Plan	8,939.33
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO RURAL WATER ASSOCIA	723	Training Manual	60.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
DIG LINE	42468	Locates	29.20
CENTURY LINK	1190521444	ACCT. 74754376	7.42
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	44.84
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	44.84
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	44.84
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	44.84
WHITE CLOUD COMMUNICATIO	65525	Radio Fees	60.00
63-4340-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	8298	Computer Maintenance	197.50
63-4340-5200 UTILITIES			
IDAHO POWER	3783680562-11	ACCT. 3783680562	4,244.11
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	213.59
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	39.47

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-39788	Parts & Supplies	5.95
RIVER RUN AUTO PARTS	6538-39815	Parts & Supplies	27.93
RIVER RUN AUTO PARTS	6538-40082	Parts & Supplies	2.99
RIVER RUN AUTO PARTS	6538-40085	Parts & Supplies	12.30
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
CHARLIE'S HEATING &	11-570	Repairs	231.00
CHARLIE'S HEATING &	11-571	Repairs	254.00
CHATEAU DRUG CENTER	712458	Supplies	7.10
A.C. HOUSTON LUMBER CO.	14-293475	Supplies	17.28
LUTZ RENTALS	11996-1	Rental Equipment	23.22
MAGIC VALLEY BUSINESS SYST	C13015	Copier Maintenance	14.52
PIPECO, INC.	106198	Supplies	5.72
PLATT	752970	Supplies	17.88
THOMAS PLUMBING & HEATIN	58976	Supplies	7.08
USA BLUEBOOK	549063	Supplies	238.31
WEYYAKIN RANCH	112211	McCoy Ditch Maintenance	2,445.23
SHERWIN-WILLIAMS CO.	2111-2	Supplies	245.95
SHERWIN-WILLIAMS CO.	2342-3	Supplies	29.69
63-4340-7600 OTHER MACH & EQUIP			
US BANK	11/25/11	Meters	435.83
DELL MARKETING L.P.	XFKPJTCF9	Computer	596.68
63-4340-7650 WATER METERS			
UNITED PIPE & SUPPLY	8722002	SUPPLIES	193.07
Total WATER EXPENDITURES:			22,972.07
Total WATER FUND:			23,002.00
WASTEWATER FUND			
65-3400-7100 WASTEWATER CHARGES			
PATRICIA MILLINGTON	121911	Refund Utility Payment	64.53
DONALD ROWE	121911	Refund for Direct Pay	64.53
Total :			129.06
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
KEMP AIA, CURTIS P.	200748	Health Insurance Reimbursement	47.25
KEMP AIA, CURTIS P.	200749	Health Insurance Reimbursement	47.25
KEMP AIA, CURTIS P.	200750	Health Insurance Reimbursement	47.25
65-4350-2550 HEALTH-VISION-CAFETERIA ADMIN			
NBS-NATIONAL BENEFIT SERVI	362473	HRA Administration	52.04
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	120511	Postage	108.05
PITNEY BOWES - RESERVE ACC	5596888-DC11	Rental Invoice	37.12
UNIFIED OFFICE SERVICES	128012	Office Supplies	5.30
65-4350-3110 OFFICE SUPPLIES & POST.-ADMIN			
KETCHUM COMPUTERS, INC.	7568	Computer Maintenance	83.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400096916	ACCT. 241076901	15.07
AMERIPRIDE LINEN	2400096917	ACCT. 241021000	116.50
AMERIPRIDE LINEN	2400100425	ACCT. 241076901	15.07
AMERIPRIDE LINEN	2400100426	ACCT. 241021000	163.92
AMERIPRIDE LINEN	2410009488	ACCT. 241021000	57.24
ATKINSONS' MARKET	1856-11/11	ACCT. 1856	16.88
US BANK	11/25/11	Uniforms	81.95
D AND B SUPPLY	11041-10/25/11	ACCT. 11041	82.48
D AND B SUPPLY	11041-11/10/11	ACCT. 11041	104.97
HACH	7512223	Supplies	19.98
HUDSON'S SHOES	64950	Boots	155.00
TREASURE VALLEY COFFEE IN	2160:02627471	COFFEE	87.50
UPS STORE #2444	11/03/11	Shipping	21.70
UPS STORE #2444	11/30/11	Shipping	32.58
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	6815828	ACCT. 37271	48.68
UNITED OIL	682884	ACCT. 37271	46.23
65-4350-3600 COMPUTER SOFTWARE			
KETCHUM COMPUTERS, INC.	7508	Computer Maintenance	127.48
KETCHUM COMPUTERS, INC.	7568	Computer Maintenance	127.48
65-4350-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E228230	Chemicals	69.15
GENERAL CHEMICAL	90453261	Chemicals	5,964.40
65-4350-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	40140	Support Charges	872.67
CENTRAL DRUG SYSTEM, INC.	206846	Testing	39.50
EXPRESS PUBLISHING, INC.	2196-11/11	Acct. 2196	129.38
MAGIC VALLEY LABS, INC.	37163	Testing	190.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	121911	License Renewal for Dave Taylor	35.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
DIG LINE	42468	Locates	29.20
CENTURY LINK	1190521444	ACCT. 74754376	8.67
WHITE CLOUD COMMUNICATIO	65525	Radio Fees	60.00
65-4350-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	8298	Computer Maintenance	227.50
65-4350-5200 UTILITIES			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	524.18
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	413.62
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	769.84
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	245.38
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	39.47
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-39206	Parts & Supplies	13.14
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
CHARLIE'S HEATING &	11-571	Repairs	254.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	712585	Supplies	5.68
FIRE SERVICES OF IDAHO	71708	Services to Fire Extinguishers	260.00
A.C. HOUSTON LUMBER CO.	14-289694	Supplies	7.07
IDAHO LUMBER & HARDWARE	409684	Supplies	33.51
IDAHO LUMBER & HARDWARE	409687	Supplies	18.17
MAGIC VALLEY BUSINESS SYST	C13015	Copier Maintenance	14.52
McMASTER-CARR SUPPLY CO.	12603129	Supplies	239.82
65-4350-6150 OHIO GULCH REPAIR & REPLACE			
WOOD RIVER WELDING, INC.	146873	Services	13.21
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400096917	ACCT. 241021000	20.57
AMERIPRIDE LINEN	2400100426	ACCT. 241021000	28.93
CHATEAU DRUG CENTER	715237	Supplies	11.87
D AND B SUPPLY	11041-10/25/11	ACCT. 11041	79.98
A.C. HOUSTON LUMBER CO.	14-288303	Supplies	17.65
KETCHUM COMPUTERS, INC.	8298	Computer Maintenance	30.00
UNITED OIL	682883	ACCT. 37270	207.32
WHITE CLOUD COMMUNICATIO	65525	Radio Fees	24.00
65-4350-7600 OTHER MACH & EQUIP			
US BANK	11/25/11	Reuse Fish Tank Overflow Assy	74.14
65-4350-7850 CAPITAL PROJECTS			
US BANK	11/25/11	Reuse Fish Tank Overflow Assy	87.70
US BANK	11/25/11	Reuse Fish Tank Overflow Assy	79.49
FORSGREN ASSOCIATES, INC.	211265	Aeration Blower	3,900.00
FORSGREN ASSOCIATES, INC.	211274	WW Reuse Design	2,437.00
FORSGREN ASSOCIATES, INC.	211275	WW Reuse Design	3,750.00
McMASTER-CARR SUPPLY CO.	11245741	Supplies	179.71
Total WASTEWATER EXPENDITURES:			23,153.75
Total WASTEWATER FUND:			23,282.81
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-6600 REFUNDS-P&Z RETAINER FEES			
MICHAEL CORTESE	110211	Retainer Refund	22.32
Total DEVELOPMENT TRUST EXPENDITURES:			22.32
Total DEVELOPMENT TRUST FUND:			22.32
Grand Totals:			977,196.90

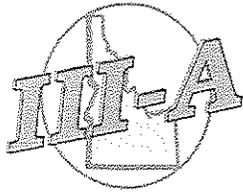
Vendor Name	Invoice Number	Description	Net Invoice Amount
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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "011000000"-9449008022", "991000000"-9911810000"



Invoice No. OPR2011.004

Idaho Independent Intergovernmental Authority
P O Box 1090
Burley, ID 83318

Prefund Invoice

December 27, 2011

City of Ketchum
Gary Marks

February - Medical Only

EE	\$ 591.75	16	\$ 9,468.00
ES	\$1,167.14	9	\$ 10,504.26
EC	\$ 719.93	4	\$ 2,879.72
EC2	\$1,115.51	5	\$ 5,577.55
EF	\$1,633.22	16	\$ 26,131.52
		50	\$ 54,561.05

March - Medical Only

EE	\$ 591.75	16	\$ 9,468.00
ES	\$1,167.14	9	\$ 10,504.26
EC	\$ 719.93	4	\$ 2,879.72
EC2	\$1,115.51	5	\$ 5,577.55
EF	\$1,633.22	16	\$ 26,131.52
		50	\$ 54,561.05

April - Medical Only

EE	\$ 591.75	16	\$ 9,468.00
ES	\$1,167.14	9	\$ 10,504.26
EC	\$ 719.93	4	\$ 2,879.72
EC2	\$1,115.51	5	\$ 5,577.55
EF	\$1,633.22	16	\$ 26,131.52
		50	\$ 54,561.05

May - Medical Only

EE	\$ 591.75	16	\$ 9,468.00
ES	\$1,167.14	9	\$ 10,504.26
EC	\$ 719.93	4	\$ 2,879.72
EC2	\$1,115.51	5	\$ 5,577.55
EF	\$1,633.22	16	\$ 28,131.52
		50	\$ 54,561.05

June - Medical Only

EE	\$ 591.75	16	\$ 9,468.00
ES	\$1,167.14	9	\$ 10,504.26
EC	\$ 719.93	4	\$ 2,879.72
EC2	\$1,115.51	5	\$ 5,577.55
EF	\$1,633.22	16	\$ 26,131.52
		50	\$ 54,561.05

July - Medical Only

EE	\$ 591.75	16	\$ 9,468.00
ES	\$1,167.14	9	\$ 10,504.26
EC	\$ 719.93	4	\$ 2,879.72
EC2	\$1,115.51	5	\$ 5,577.55
EF	\$1,633.22	16	\$ 26,131.52
		50	\$ 54,561.05

Total Prefund Due: \$ 327,366.30

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Cities Supporting Cities

BEFORE THE KETCHUM PLANNING AND ZONING COMMISSION

IN RE:) Case No: PUD-CUP-08-008
)
WARM SPRINGS RANCH) KETCHUM CITY COUNCIL
RESORT DEVELOPMENT) - FINDINGS OF FACT
AGREEMENT) CONCLUSIONS OF LAW AND DECISION
THIRD AMENDMENT)
)
)

The above-entitled PUD conditional use permit application came before the Ketchum City Council for consideration on November 7 and November 30, 2011. The Ketchum City Council having taken written and oral testimony, and having duly considered the matter, makes the following findings of fact, conclusions of law and decision.

FINDINGS OF FACT

A. PROJECT SUMMARY.

Helios Development, LLC, owner of the subject property, is requesting approval of the Third Amendment to the Development Agreement for the Planned Unit Development Conditional Use Permit (PUD CUP) for the Warm Springs Ranch Resort, a proposed five-star designed hotel and mixed-use hospitality project, including significant open space and recreational facilities. The Warm Springs Ranch Resort property is proposed on Tax Lot Numbers 8080, 8079, 8074, 8082, 8075, 8076, 8077 and 8078 in Sections 1, 12 and 13 and a portion of HES 292 T4N, R17E; all located at 1801 Warm Springs Road (property generally known as the Warm Springs Ranch Restaurant and Golf Course).

B. APPLICATION SUBMITTAL.

The applicant submitted a letter requesting amendment of the WSRR PUD and Development Agreement to the Ketchum Community and Economic Development (CED) Department on July 25, 2011. A small packet of drawings was handed out at the August 22, 2011 Planning and Zoning Commission meeting. A second letter and draft of the amended development agreement, as well as a revised site plan, were submitted on September 14, 2011. A letter responding to the Planning and Zoning Commission's comments was submitted on October 27, 2011. A final set of drawings was submitted on November 9, 2011, and a Detailed Workforce Housing Proposal was submitted on November 21, 2011.

C. NOTICE OF PUBLIC HEARING OF THE COUNCIL.

Property owners within 600 feet and agencies were mailed notice on October 20, 2011. Notice was published in the Idaho Mountain Express on October 19, 2011 and was posted on site on October 31, 2011.

GENERAL FINDINGS OF FACT

D. PROJECT BACKGROUND

The Ketchum City Council approved the Warm Springs Ranch Resort PUD on April 7, 2009 (City Council Findings of Fact, Attachment A to the November 7, 2011 Staff Report). Subsequently, the Council approved the Warm Springs Ranch Resort Development Agreement in August of 2009, (Attachment B to the November 7, 2011 Staff Report). That document outlined a Phasing Plan which was approved by the Council in November of 2009. The original Development Agreement was amended in May 2010 (Attachment C to the November 7, 2011 Staff Report). In January 2011, the City Council approved a twelve (12) month extension of their obligations under the Development Agreement, which was included in Attachment D to the November 7, 2011 Staff Report.

On July 25, 2011, the Owner, Helios Development LLC, submitted a letter to the Mayor and City Council requesting a modification of its PUD approval and another amendment to the Annexation and Development Agreement (Attachment F to the September 26th, 2011 Staff Report). Helios will separately submit a proposal to amend the Design Review Approval for the project.

At its regular meeting of August 22, 2011, the Planning and Zoning Commission considered the applicant's request for modifications to the PUD and the Annexation and Development Agreement. The applicant requested changes to the previous Workforce Housing and to Golf, Tennis and Recreation Fee requirements. The Commission considered the requested changes and asked for more detailed information, including scaled plans, on the golf practice facility and tennis courts. They also asked for more information on the golf and tennis "Locals Programs". They requested that any audit arrangement of the housing fund not be at the City's cost and that the date by which a building permit be obtained, in order to receive a waiver of the workforce housing requirement, be moved forward to 2013. They also requested that the Parks and Recreation Department research the cost of building tennis courts.

On September 14, 2011, the applicant submitted an updated submittal outlining the proposed changes to the master development plan. The current proposal has eliminated nearly 250,000 square feet from the original project and is to be built in three phases. Phase 1 (357,200 square feet) includes 120 hotel rooms, 31 residential units, public area (bar, restaurant, ballroom, boardroom, living room, and kids' game room), spa and treatment rooms, swimming pool and Jacuzzi, tennis courts, golf practice facility, trails, fishing facility and stream restoration. Phase 2 includes up to 59 creek side residences, and Phase 3 proposes up to 15 ranch homes. See comparison matrix below:

Comparison of 2009 PUD with 2011 Amendment Request

Component (Core Hotel Bldg.)	Number of Units 2009 PUD	Gross Square Footage 2009 PUD	Number of Units 2011 Proposal	Gross Square Footage 2011
Hotel Rooms	120-126	102,856	120	Not Available
Other Hotel Spaces		77,227		Not Available
Interior Public Areas		59,378		Not Available
Fractional Ownership	20	51,615	0	
Residences	36	107,072	31	Not Available
<u>Parking</u>				
Parking Structure and Mechanical	369 Structured Stalls; 35 surface stalls	109,750	82 surface	30,000
Subterranean Parking	70; a part of the 369 structured stalls above	28,625	70	40,000
<i>Total Maximum Parking</i>		<i>109,750 (above grade Square footage)</i>		<i>70,000</i>
<i>Total Maximum Core Hotel Bldg.</i>	<i>182</i>	<i>538,151</i>		<i>356,000</i>
<u>Remaining Block I</u>				
Workforce Housing	44	36,295	0 – subsidy fund	
Residences			74	Not Available
Town Homes	12-24	75,953		
WS Ranch Restaurant		6,500		
<i>Maximum Block I</i>		<i>620,146</i>		
Villas + 1 Events House	26	96,500		
Estate Lots	2	11,800		
PROJECT TOTAL		728,446		Not Available

The Council conducted a Public Hearing on this request at their November 7th City Council meeting. The Council made the following comments:

- Concern with the cost of managing the fund outlined in the applicant proposal; that the management fees should not take away from the fund balance.
- Will this approach be hard to enforce if the hotel closes down or encounters financial difficulties?
- The reconfigured golf course and two tennis courts make sense for the resort, but offering two courts for municipal use is not practical for the City;
- Ketchum residents should not pay for impacts associated with the project;
- The recreation fee could be reduced proportionally to the reduced project size;
- Concerns with the loss of the building for Employee Housing and the \$12 million value of that building for a revenue stream based on aggressive assumptions.
- Avoid setting a precedent: over the long term, our policy of adding new units to the affordable/community housing stock is a good one.

The Applicant has submitted a more detailed Workforce Housing Proposal which outlines how the program will operate, Attachment F to the November 29, 2011 City Council Staff Report.

E. APPLICANT REQUEST

i. Employee (Workforce) Housing

The applicant requested to waive the employee (workforce) housing requirement and to create a revenue stream after the Hotel is operational dedicated to workforce housing. (This type of program is commonly known as Employer Assisted Housing, (EAH) as discussed further in these Findings.) The Commission considered this issue in detail at their two public hearings. Please review standard 17 of the PUD Findings of Fact beginning on page 13 of this report for a review of the difference between Community Housing and Employee Housing; for a summary of the City's Employee Housing Requirements; for a summary of the previously approved WSRR Employee Housing proposal, and for the conclusions of the Commission as to the appropriateness of this proposed revenue stream. The Council considered the issue of an EAH revenue stream at their two public hearings. Council deliberations are summarized under Standard 17 herein.

ii. Active Recreation

The July 25, 2011 amendment request proposed substituting a golf practice facility for the originally proposed nine hole golf course and eliminating the original \$500,000 recreation contribution, substituting construction of two tennis courts in Phase 1 and one in each of the subsequent two phases of the project. No changes were proposed to the trail, open space or Warm Spring Creek restoration and access elements from the original PUD and Development Agreement.

The applicant responded to staff with a letter, dated October 27, 2011, regarding their position on the Planning and Zoning Commission's recommendation. Since the golf and tennis facilities on the property were always privately owned and were decommissioned before current owner purchased the property, the applicant does not agree that the code's "no net loss" of recreation standard applies in this case. They also stipulated that a "recreation contribution" of \$300,000, separate from the Workforce Housing Fund, as recommended by the Commission, is too significant a financial burden and unacceptable. The letter pointed out that the proposed golf teaching facility would be a unique recreation opportunity for the Valley. The Council deliberated on the need to mitigate impacts to active recreation resulting from this project at their two public hearings as further elaborated under Standard 13 herein.

iii. Other topics

The October 27, 2011 letter from the applicant mentions the requirement for a traffic study, which was Condition #6 of the October 10, 2011 Commission Findings of Fact. Staff has clarified that if the roundabout is not changed to a three-way intersection, a revised traffic study may not be necessary, since the project size has been reduced and traffic counts will be lower than what was previously analyzed. This needs to include consideration of employees commuting to the site who previously would have lived on-site in Employee Housing. Staff has added clarifying language to this condition under the Council Recommend Motion.

KETCHUM CITY CODE 16.08.080(A) (PUD) EVALUATION STANDARDS.

1. Minimum lot size of three acres. All land within the development shall be contiguous except for intervening waterways. Parcels that are not contiguous due to intervening streets are discouraged. However, the commission and the council may consider lands that include intervening streets on a case by case basis. The commission may recommend waiver or deferral of the minimum lot size and the council may grant said waiver or deferral only for projects which:

a. Include a minimum of thirty (30) percent of community or employee housing, as defined in Section 16.08.030;

b. Guarantee the use, rental prices, or maximum resale prices thereof based upon a method proposed by the applicant and approved by the Blaine County housing authority and/or the Ketchum city council; and,

c. Are on parcels that are no less than one and one-half acres (sixty-five thousand three hundred forty [65,340] square feet). Application for waiver or deferral of this criteria shall include a description of the proposed community or employee housing and the proposed guarantee for the use, rental cost, or resale cost thereof; or,

d. For a hotel which meets the definition of hotel in Chapter 17.08, Definitions, and conforms to all other requirements of Chapter 17.64, Community Core District. Modifications or waivers from the provision of Chapter 17.64 may be granted for hotel uses only as outlined in Chapter 17.64.010(H)(c).

Finding: The applicant is not requesting a change to the approved Community Housing requirement or the minimum lot size of approx. 77 acres. Employee Housing is more specifically regulated in Zoning Code Section 17.52.010.H Tourist Zone District, and is analyzed under Standard #17, herein. The Council found that this standard has been met, as no changes are proposed to the approved PUD.

2. That the proposed project will not be detrimental to the present and permitted uses of surrounding areas.

Finding: The original PUD determined that this standard had been met with a "Tent Diagram" concept. The July 25, 2011 letter from Helios states revised square footage numbers for the hotel and residential components within Phase 1, which are reduced in scale from the original proposal. The applicant has stated that these changes will fit within the adopted Tent Diagram and either meet or increase setbacks established in the original PUD approval. These changes will be processed as a separate request. The changes will modify both the adopted PUD and the Design Review approval. This standard has been met, subject to the design review process to verify the specifics of compliance.

3. That the proposed project will have a beneficial effect not normally achieved by standard subdivision development.

Finding: The original PUD determined that this standard had been met as the project was determined to have a beneficial effect not normally achieved by a standard subdivision. The changes proposed do not affect this finding; this standard has been met.

4. The development shall be in harmony with the surrounding area.