

**CITY COUNCIL CALENDAR OF THE CITY OF KETCHUM, IDAHO**

**Tuesday, February 21, 2012, beginning at 5:30 p.m.**

**480 East Avenue, North, Ketchum, Idaho**

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



- 5:30 1. CALL TO ORDER
- 2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
- 5:30 a) Mayoral Proclamation: Recognizing Sun Valley Company's Snowmaking Investments - Mayor Randy Hall. Tab 1
- 5:35 b) Resolution 12-007: Reappointing Carter Ramsey to the Blaine County Housing Authority. Tab 2
- 3. COMMUNICATIONS FROM CITY STAFF.
- 5:40 a) Update on development of the Idaho Independent Intergovernmental Authority (health benefits pool) - Gary Marks, City Administrator.
- 6:10 b) Update on the Recreation and Public Purposes Patent process - Jennifer L. Smith, Director of Parks & Recreation. Tab 3
- 4. COMMUNICATIONS FROM THE PUBLIC.
- 6:40 b) Communications from the public.
- 6:55 5. COMMUNICATIONS FROM THE PRESS.
- 6. PUBLIC HEARINGS.
- 7:00 a) Ordinance 1096: Adopting a Residential Green Building Code (Request to continue the public hearing to March 5, 2012) - Rebecca F. Bundy, Associate Planner. Tab 4
- 7. AGREEMENTS AND CONTRACTS.
- 7:05 a) Big Hitch (Wagon Days) Contract for Services - Lisa Horowitz, Community & Economic Development Director. Tab 5
- 7:15 b) Warm Springs Ranch Resort Phasing Agreement - Lisa Horowitz, Community & Economic Development Director. Tab 6
- 8. ORDINANCES AND RESOLUTIONS.
- 8:15 a) Ordinance 1094: Amending Title 5, Chapter 5.04, Alcoholic beverage sales, by adding a new section 5.04.130, hours of operation; providing for publication; providing a repealer clause; providing a codification clause; and providing for an effective date - Stephanie Bonney, City Attorney. Tab 7
- 8:40 9. CONSENT CALENDAR. Tab 8
  - a) Approval of minutes from the February 6, 2012 Council meeting.
  - b) Recommendation to approve current bills and payroll summary.
  - c) Recommendation to approve the Schuchart/Dow Right-of-Way Encroachment Permit Application and Agreement.
  - d) Approval of a 2012 Liquor, Beer, Wine License.
- 10. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).

## 11. ADJOURNMENT.

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

This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in **bold**. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N in Ketchum or (208) 726-3841.

Check out our website: [www.ketchumidaho.org](http://www.ketchumidaho.org).

# City of Ketchum, Idaho

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



February 15, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## February 6, 2012 City Council Agenda Report

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

### 2. COMMUNICATIONS FROM MAYOR AND COUNCIL.

- a) Mayoral Proclamation: Recognizing Sun Valley Company's Snowmaking Investments - Mayor Randy Hall.

Mayor Hall will recognize the Sun Valley Company's investments in snowmaking and the positive economic impacts it has provided. A copy of the proclamation has been included in the packet for Council review.

RECOMMENDATION: Not applicable.

**RECOMMENDED MOTION: Not applicable.**

This is an executive matter.

- b) Resolution 12-007: Reappointing Carter Ramsey to the Blaine County Housing Authority.

Mayor Hall is seeking Council confirmation of the reappointment of Carter Ramsey to the Blaine County Housing Authority. Resolution 12-007 expresses the Council's approval of Mr. Ramsey's reappointment. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Mayor Hall is seeking Council confirmation of the reappointment of Carter Ramsey to the Blaine County Housing Authority.

**RECOMMENDED MOTION: "I move to approve Resolution 12-007, reappointing Carter Ramsey to the Blaine County Housing Authority."**

This is a legislative matter.

3. COMMUNICATIONS FROM CITY STAFF.

- a) Update on development of the Idaho Independent Intergovernmental Authority (health benefits pool) - Gary Marks, City Administrator.

On February 13<sup>th</sup> the director of the Idaho Department of Insurance approved the Idaho Independent Intergovernmental Authority's (III-A) application to provide health care benefits through a self-funded pool.

The III-A is an association of 39 city governments and one irrigation district that have joined together with the purpose of jointly managing health care costs and the quality of benefits provided to municipal employees. The III-A is modeled after a successful health insurance pool that was created in 2004 by Montana cities and towns.

In early 2010, the Ketchum City Council initiated the formation of the III-A with the approval of a joint powers agreement. After much effort and diligent work, the III-A received approval from the director of the Idaho Department of Insurance on February 13<sup>th</sup> to begin operations on March 1<sup>st</sup>.

I will update the City Council on the III-A Tuesday evening with a detailed PowerPoint presentation.

**RECOMMENDATION:** There is no recommendation at this time. This item is for informational purposes only.

**RECOMMENDED MOTION: None.**

This is an informational matter.

- b) Update on the Recreation and Public Purposes Patent process - Jennifer L. Smith, Director of Parks & Recreation.

Jen Smith will update the Council on developments within the Recreation and Public Purposes Patent process with the Bureau of Land Management. A detailed staff report from Jen has been provided in the packet for Council review.

**RECOMMENDATION:** There is no recommendation at this time. This item is for informational purposes only.

**RECOMMENDED MOTION: None.**

This is an informational matter.

6. PUBLIC HEARINGS.

- a) Ordinance 1096: Adopting a Residential Green Building Code (Request to continue the public hearing to March 5, 2012) - Rebecca F. Bundy, Associate Planner.

Due to unforeseen complications in the preparation of the Ordinance, staff is requesting a continuation of the public hearing to March 5, 2012. A 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 1096 to March 5, 2012.

**RECOMMENDED MOTION: *"I move to continue the public hearing on Ordinance 1096, related to establishing a residential green building code, to March 5, 2012."***

This is a legislative matter.

#### 7. AGREEMENTS AND CONTRACTS.

- a) Big Hitch (Wagon Days) Contract for Services - Lisa Horowitz, Community & Economic Development Director.

Staff is seeking Council approval of the Big Hitch (Wagon Days) Contract for Services in an amount not to exceed \$22,180. The City has contracted with Bobby Tanner of Bishop, CA for ten years to drive the Big Hitch as part of the Wagon Days Celebration. This contract is a renewal of the City's relationship with Mr. Tanner. 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 Big Hitch Contract for Services with Bobby Tanner in an amount not to exceed \$22,180.

**RECOMMENDED MOTION: *"I move to approve the Big Hitch Contract for Services with Bobby Tanner in an amount not to exceed \$22,180."***

This is a legislative matter.

- b) Warm Springs Ranch Resort Phasing Agreement - Lisa Horowitz, Community & Economic Development Director.

The Community and Economic Development Department is seeking Council approval of the revised phasing plan for the Warm Springs Ranch Resort Planned Unit Development (PUD), including key PUD elements and timelines described in the staff report. The staff report has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the revised phasing plan for the Warm Springs Ranch Resort Planned Unit Development (PUD), including key PUD elements and timelines described in the staff report.

**RECOMMENDED MOTION: *"I move to approve the revised phasing plan for the Warm Springs Ranch Resort Planned Unit Development (PUD), including key PUD elements and timelines described in the staff report. Said amendments shall be incorporated into the Third Amendment to the Development Agreement, and presented to the City Council within the next eight weeks."***

This is a quasi-judicial matter.

#### 8. ORDINANCES AND RESOLUTIONS.

- a) Ordinance 1094: Amending Title 5, Chapter 5.04, Alcoholic beverage sales, by adding a new section 5.04.130, hours of operation; providing for publication; providing a repealer clause; providing a codification clause; and providing for an effective date - Stephanie Bonney, City Attorney.

State statutes provide that alcoholic beverages shall not be served on Sundays, Memorial Day, Thanksgiving and Christmas and, further, that no alcoholic drinks shall be served after 1:00 a.m. Cities are allowed to specify through ordinance that such beverages may be served on all of the above listed days (except Christmas) and up to 2:00 a.m. Ketchum does not have an ordinance providing these allowances. Ordinance 1094 provides the necessary allowances. A copy of the ordinance and a staff report from Sandy Cady has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council waive the three readings and adopt Ordinance 1094.

**1<sup>st</sup> RECOMMENDED MOTION: *"I move to waive the three readings of Ordinance 1094, and read by title only, pursuant to Idaho Code 50-902"*.**

**2<sup>nd</sup> RECOMMENDED MOTION: *"I move to adopt Ordinance 1094, an ordinance of the City of Ketchum, Idaho, amending Title 5, Chapter 5.04, Alcoholic Beverage Sales, by adding new Section 5.04.130, Hours of Operation; providing a severability clause; providing for publication; providing a repealer clause; providing a codification clause; and providing for an effective date."*(Roll call required).**

This is a legislative matter.

#### 9. CONSENT AGENDA.

- a) Approval of minutes from the February 6, 2012 Council meeting.

Copies of the minutes from the February 6, 2012 Council meeting have been provided in the packet of Council review.

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

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

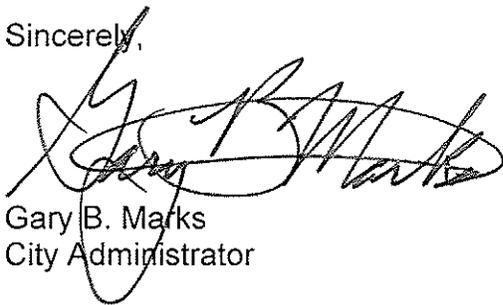
- c) Recommendation to approve the Schuchart/Dow Right-of-Way Encroachment Permit Application and Agreement.

Staff respectfully recommends the City Council approve the Schuchart/Dow Right-of-Way Encroachment Permit Application and Agreement. Materials related to this matter have been included in the Council packet.

- d) Approval of a 2012 Liquor, Beer, Wine License.

Staff respectfully recommends the Council approve the 2012 Liquor, Beer and Wine License for A Taste of Thai Sun Valley.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary B. Marks". The signature is stylized and overlaps the printed name below it.

Gary B. Marks  
City Administrator

PROCLAMATION IN RECOGNITION OF THE ECONOMIC  
BENEFITS OF SNOWMAKING, SUN VALLEY COMPANY

Whereas, the winter of 2012 has created an economic hardship on many resort communities through the west due to lack of snow, and;

Whereas, the Sun Valley Resort, due to the foresight of owner Earl Holding has had consistently good snow despite the drought due to superior snowmaking; and

Whereas, Sun Valley Company has made significant investments in snowmaking and grooming on Bald and Dollar Mountains over the past four decades with a total of 555 automatic, self-adjusting snow guns, and;

Whereas, Sun Valley Company employs a staff of over 50 working on snowmaking and grooming; and

Whereas, these investments have given the Sun Valley area a competitive advantage this winter; and

Whereas, the City of Ketchum wishes to recognize the resort for their outstanding investments on Bald Mountain.

**Now, therefore, Randy Hall, Mayor of Ketchum, does hereby proclaim** the City of Ketchum's public recognition of the investments of Sun Valley Company in snowmaking.

---

Randy Hall, Mayor

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Consideration of Resolution 12-007 re-appointing Carter Ramsey to the Blaine County Housing Authority as the Ketchum representative for a five-year term**

### Introduction/History

Carter Ramsey has served as the Ketchum Representative to the Blaine County Housing Authority (BCHA) since November, 2009, when he stepped in to fill a seat vacated by Nathan Fierman. Carter has been a thoughtful representative for the City, and is committed to housing issues.

### Current Report

Carter has agreed to stand for another term. The new term will be five years in duration. The County Commissioners have requested that all terms begin the first January after the renewal month. Staff has prepared a resolution attached to this report re-appointing Carter to the BCHA Board.

### Financial Requirement/Impact

There is no financial impact of this decision.

### Recommendation

Staff respectfully recommends approval of Resolution 12-007.

### Recommended Motion:

"I move to approve Resolution 12-007".

Sincerely,

Lisa Horowitz  
Community and Economic Development Director

**RESOLUTION NUMBER 12-007**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, CONFIRMING THE MAYOR'S APPOINTMENT OF CARTER RAMSEY TO THE BOARD OF COMMISSIONERS OF THE BLAINE COUNTY HOUSING AUTHORITY FOR A FIVE-YEAR TERM EXPIRING .

WHEREAS, the Blaine County Board of County Commissioners adopted Blaine County Resolution No. 2007-33, forming the Blaine County Housing Authority (BCHA) and setting forth the process by which commissioners shall be appointed to the Board; and

WHEREAS, said selections for commissioner appointment shall be made by the Mayor of Ketchum, with confirmation of the Ketchum City Council; and

WHEREAS, Carter Ramsey has accepted a term vacated in November of 2009, has served since that time, and has been a thoughtful and proactive representative of housing issues; and

WHEREAS, Carter Ramsey is highly qualified to continue in said position and has expressed interest in a second term on the BCHA Board.

NOW THEREFORE, BE IT RESOLVED, the Mayor's appointment of Carter Ramsey to the Board of Commissioners of the Blaine County Housing Authority for a five-year term expiring in January 2017 is confirmed.

This Resolution will be in full force and effect upon its adoption this 21<sup>st</sup> day of February, 2012.

\_\_\_\_\_  
Randy Hall, Mayor

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:

\_\_\_\_\_  
Sandra E. Cady, CMC  
City Treasurer/Clerk

\_\_\_\_\_  
Stephanie Bonney  
City Attorney

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Recreation & Public Purposes patent – Update to City Council

### 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.

Parks & Recreation Department  
Jennifer L. Smith, Director | [jsmith@ketchumidaho.org](mailto:jsmith@ketchumidaho.org)  
208.726.7820 | [www.ketchumidaho.org](http://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.

City Council approved a Master Plan contract with S2o Design & Engineering for recreation master planning services on 1/3/12. The S2o contract was approved at an NTE rate of \$71,572.00; the City's \$35,000 allocation was subsequently augmented by an anonymous donation of \$60,000. This donation was added to the Ketchum Parks & Recreation Development Fund and is restricted to those portions of the Master Plan focused on the proposed White Water Park.

The Parks & Recreation Department along with R&PP stakeholders continue to work closely with S2o regarding outreach and public meeting organization.

The City operates with full disclosure to BLM officials in the Shoshone District office and is actively engaged with regular conference calls regarding Environmental Assessment analysis currently underway by ERO Resources LLC. To date, the City has paid \$53,293.91 to ERO for EA analysis (attachment A). These conference calls have now ceased because of a bifurcation of project areas cited below.

#### Current Report

BLM officials in Shoshone requested a meeting with Jen Smith and Nina Jonas in Ketchum on 1/24/12. During this meeting, Ruth Miller (Shoshone Field Office supervisor), Tara Hagen (Shoshone Field Office realty specialist) and Holly Hampton (Shoshone Field Office Craters of the Moon Monument manager) informed Smith and Jonas that the BLM's State Director had bifurcated the R&PP process from the WRLT's land exchange process and "slow the R&PP process" to accommodate inclusion of the City's Master Plan effort. Additionally, BLM officials indicated that the Hulen Meadows HOA Board had indicated that they would protest an affirmative decision by BLM to award the R&PP patent because of inclusion of the City's potential well site project at Sun Peak Day Use Area. Mayor Hall and others are actively engaged in negotiating a mutually beneficial agreement with Hulen HOA.

Mayor Randy Hall immediately indicated the need to create an R&PP "task force" which includes main stakeholders and a prominent Hulen Meadows resident presence. Members of the Task Force include Mayor Randy Hall, City Administrator Gary Marks, City Attorney Susan Buxton, Director of Parks & Recreation Jen Smith, Utilities Manager Steve Hansen, Hulen resident and former City Administrator Jim Jaquet, Wood River Land Trust executive director Scott Boettger, WRLT Stewardship coordinator Keri York, City Councilor Nina Jonas, Hulen Meadows resident Sarah Michael, and BLM employees Tara

Parks & Recreation Department

Jennifer L. Smith, Director | [jsmith@ketchumidaho.org](mailto:jsmith@ketchumidaho.org)  
208.726.7820 | [www.ketchumidaho.org](http://www.ketchumidaho.org)

Hagen and Ruth Miller. This task force will help ensure a proper level of support for the R&PP process moving forward.

The first public meeting to discuss Master Planning for recreation and habitat enhancement was scheduled by S2o for 2/9/12 and was attended by over 80 individuals. A synopsis of this public meeting will be presented to City Council on 2/21/12.

A meeting on 2/10/12 was called between Mayor Hall, Gary Marks, Jen Smith, Steve Hansen, Susan Buxton (on conference call), BLM acting District Manager Mary Deaguero, Realty Specialist Tara Hagen, Field Office supervisor Ruth Miller and Craters of the Moon National Monument supervisor Holly Hampton to discuss happenings since 1/24/12 including a meeting with Senator Mike Crapo's office, State Director Steve Ellis, City Administrator Gary Marks and City Attorney Susan Buxton. Outcomes from this meeting include:

- Jen Smith will submit a revised Plan of Development/Management Plan to BLM which will merge the City's original patent application, several amendments to the application which have occurred since 2008, and new information from the City's Master Plan effort.
- Mayor Hall stressed the high level of importance regarding engaging directly with Hulen Meadows residents.
- The R&PP Task Force will meet prior to the 2/21/12 City Council meeting.
- Steve Hansen will develop specific language for the proposed well site regarding the City's deficiency according to the Department of Environmental Quality (DEQ) and need for redundancy. Additionally, Mr. Hansen will cite specific significance regarding the Hulen Tank Site on the east side of Highway 75.
- Environmental Assessment analysis may overlap with Master Planning effort in order to keep the project moving forward efficiently.
- Jen Smith will remain point-of-contact for all things R&PP and will receive substantial support from the R&PP Task Force.

#### Financial Requirement/Impact

No financial requirement exists at this time; however, additional Environmental Analysis will occur with completion of S2o's Master Plan and its inclusion in a new, comprehensive Plan of Development.

#### Recommendation

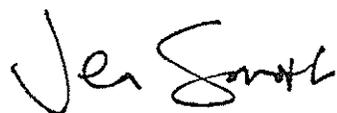
There is no recommendation at this time. This item is for informational purposes only.

#### Suggested Motion

*No motion required at this time.*

Respectfully Submitted,

Parks & Recreation Department  
Jennifer L. Smith, Director | [jsmith@kerchumidaho.org](mailto:jsmith@kerchumidaho.org)  
208.726.7820 | [www.kerchumidaho.org](http://www.kerchumidaho.org)



Jennifer L. Smith  
Director of Parks & Recreation

Parks & Recreation Department  
Jennifer L. Smith, Director | [jsmith@kechumidaho.org](mailto:jsmith@kechumidaho.org)  
208.726.7820 | [www.kechumidaho.org](http://www.kechumidaho.org)

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Staff Report on Ordinance #1096, Green Building Code**

### Introduction/History

Staff gave a presentation to the City Council on December 5, 2011, on the recommendation for a residential green building code. The Staff Report for that meeting detailed the history of the project to date.

### Current Report

Since that presentation, Staff has been finalizing technical details, establishing recommended levels of compliance, developing implementation and procedural protocol and obtaining final legal counsel on the proposed ordinance. Through this process, Staff has discovered that some of the aspects of the proposed code require additional review and we would like to devote additional time to them, before bringing the adoption ordinance before the Council.

### Financial Requirement/Impact

Not applicable at this time.

### Recommendation

Staff recommends continuation of this hearing to a date certain for the first reading of Ordinance Number 1096.

### Suggested Motion

"Pursuant to Idaho Code §67-65, I move for a continuation of the first reading of Ordinance Number 1096, amending Title 15, Ketchum Municipal Code to March 5, 2012."

Sincerely,

A handwritten signature in cursive script that reads "Rebecca F. Bundy".

Rebecca F. Bundy  
Associate Planner

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Consideration of Contract for Services For Big Hitch Operation, Wagon Days**

### Introduction/History

Wagon Days is the primary City-sponsored Special Event. This event requires an experienced jerk line operator to drive the wagon train, referred to as "the Big Hitch". The City has contracted with Bobby Tanner of Bishop, CA for ten years to drive the Big Hitch. The three-year contract is up for renewal this year.

### Current Report

The attached contract is the same as the previous City contracts with three exceptions:

- 1) The previous contract contained an automatic 3% increase each year. The contractor is comfortable with a flat rate subject to mileage reimbursement. Staff recommends a flat annual rate at the rate paid in 2011.
- 2) The previous contract did not contain mileage reimbursement. This has been added, to be calculated at the adopted federal rate.
- 3) The previous contract did not allow for cancellation due to natural disasters, such as the equine virus that threatened Wagon Days several years ago. A clause addressing unforeseeable circumstances has been added

### Financial Requirement/Impact

The Wagon Days fund contains \$78,000 in the Professional Services line item in the 2011/2012 budget. This contract was anticipated in that line item.

### Recommendation

I respectfully recommend the City Council approve the contract for services with Sun Valley Events, Inc. in an amount not to exceed \$22,180.

Recommended Motion:

I move to approve the contract for services with Bobby Tanner in an amount not to exceed \$22,180.

Sincerely,

Lisa Horowitz  
Community and Economic Development Director

## CONTRACT FOR SERVICES

(City of Ketchum/Bobby Tanner)

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF KETCHUM, an Idaho municipal corporation (herein referred to as "Ketchum") and BOBBY TANNER, an individual (herein referred to as "Tanner").

### RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce, and industry; and

WHEREAS, Bobby Tanner is highly skilled, has unique abilities, and is experienced in operating an authentic jerkline hitch at the annual Wagon Days Parade; and

WHEREAS, Ketchum desires to contract with Bobby Tanner for professional services to provide the mules, equipment and personnel necessary for the jerkline hitch at the 2012-2014 Wagon Days Parade; and

WHEREAS, Bobby Tanner desires to contract with Ketchum to provide said professional services.

### AGREEMENT

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Tanner, as an independent contractor, hereby covenants and agrees to provide the professional services for the City of Ketchum, Idaho, as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2011. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement. Reports on activities and financials will be provided quarterly upon request. (the "Services").
3. Consideration. Ketchum agrees to pay Contractor the sum of TWENTY TWO THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$22,180) for the services to be provided. In addition to the above sum, Ketchum shall provide mileage reimbursement to the Contractor for travel costs at the adopted federal rate in effect at the date of reimbursement request.

Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and

lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders

4. Time of Performance. Tanner shall provide the Services in a professional and timely manner.

5. Cancellation. Either party may cancel this agreement due to unforeseeable circumstances which may include, but are not limited to, acts of God, transportation delays, acts of terrorism or military action that are directly related to the success of the Event and that occur in or directly affect the area in which the Event occurs. Neither party may cancel without cause. If either Sponsor or Speaker cancels with 90 days or less notice for reasons other than unforeseeable circumstances, the other party shall be entitled to recover its incurred costs.

6. Independent Contractor. Ketchum and Tanner hereby agree that Tanner shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Tanner, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Tanner shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Tanner under this Agreement and for Tanner's payments for work performed in performance of this Agreement by Tanner's managers, members, directors, officers, shareholders, agents and employees; and Tanner hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

6. Insurance. The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than \$1,000,000.00 for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to August 15, 2011. Additionally, Ketchum agrees to provide general liability insurance in an amount not to exceed \$500,000.

7. Compliance with Laws. Tanner, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Tanner of any obligation or responsibility imposed upon Tanner by law.

8. Notice. All notices, requests, demands or other communication required or provided for under *this* Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and Tanner shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM  
ATTN: CITY ADMINISTRATOR  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340-2315

TANNER:

BOBBY TANNER  
2424 LONGVIEW DRIVE  
BISHOP, CA 93514

9. Non-Assignment. Tanner hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Tanner's unique skills and reputation for professional work. Accordingly, Tanner may not assign or transfer in any manner this Agreement or any of Tanner's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

10. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

11. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

12. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

13. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

14. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

15. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

16. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE CITY OF KETCHUM

BOBBY TANNER

By: \_\_\_\_\_  
Randy Hall, Mayor

\_\_\_\_\_  
Bobby Tanner

17. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

ATTEST:

APPROVED AS TO FORM AND CONTENT  
EXCLUSIVELY FOR THE CITY OF KETCHUM:

\_\_\_\_\_  
Sandra E. Cady, CMC,  
City Treasurer/Clerk

By: \_\_\_\_\_

## EXHIBIT A

Tanner will provide the following services for the City of Ketchum during the 2012-2014 Wagon Days Parade:

An authentic jerkline hitch of twenty (20) matched mules plus one (1) additional mule to guarantee a complete hitch for the Wagon Days Parade. The mules average approximately fifteen (15) hands and twelve hundred (1,200) pounds each. The hitch is controlled solely by a jerkline to the left lead mule and a jockey stick from the line mule (or the left lead mule) to the off leader. The hitch will have 3 teams of pointers to step across (or jump over) the fifth (5<sup>th</sup>) chain to ensure proper turning. The jerkline hitch of twenty (20) matched mules will be driven and worked as a team by Tanner or his designated driver prior to the Wagon Days Parade.

- All singletrees with spreaders, fifth (5th) chain, all harnesses and necessary rigging.
- All mules and outrider horses clean, healthy and in top presentable parade condition.
- Two to Four (2-4) experienced outriders with appropriate matching outfits and matching horses.
- One experienced driver, and one brake person for the lead wagon.
- All or part of the hitch will be available on the Friday prior to the Wagon Days Parade to be driven with the wagons to be pulled in the Wagon Days Parade and a demonstration of all or part of the hitch and jerkline will be available.
- Photos of the hitch with the mules, outriders, and outrider horses will be made available to Contractor for publicity of the Wagon Days Parade.

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Warm Springs Ranch Resort Phasing Plan

### Attachments

- ATTACHMENT A: January 18, 2012 letter from Ed Lawson regarding project phasing
- ATTACHMENT B: Site Plan, Phase 1 as submitted for the January 23, 2012 Preapplication Design Review
- ATTACHMENT C: Summary of PZ feedback, Pre-application design review

### Introduction/History

The City Council approved the Warm Springs Planned Unit Development in April of 2009 and the Warm Springs Ranch Resort Development Agreement in August of 2009. That document outlined a Phasing Plan which was subsequently approved by the Council in November of 2009 and amended in May 10, 2010. In January, 2011, the Council granted a twelve (12) month extension to the developer obligations under the Development Agreement. This revised document stipulated a deadline of January 15, 2012 by which time the developer must either comply with the performance Schedule, or submit a revised phasing plan if construction had not commenced. The applicant has submitted a letter, Attachment A, to comply with this requirement. (Unrelated to Phasing, in November, 2012, the Council approved Findings of Fact regarding the Third Amendment to the Development Agreement, which focused on employee housing and active recreation. Staff and legal are working with the applicant on the actual changes to the Development Agreement to implement these Findings. This document will be brought to the Council for final approval in the next eight weeks.)

### Current Report

The attached letter outlines two phases for the project. Phase 1 includes: the 122 room hotel, 32 condominium units, a parking garage, creek restoration, some trail improvements and the Dave Pell Golf Practice facility. Phase two is the remainder of the project, including up to 59 creek side residences, up to 15 ranch homes, extensions of the Main Pedestrian Pathway to the west and east and the Summer Path Connections.

The Planning and Zoning Commission conducted a Pre-application Design Review on Phase 1 on January 23, 2012. Attachment B is the site plan from that meeting. Attachment C is a summary of feedback regarding the design. Note that the Development Agreement stipulates that the Phasing Plan is to be reviewed by the Council, not the Planning and Zoning Commission.

The 2009 Development Agreement, **Section 6.4 General Phasing Requirements** states:

Each phase shall contain all the necessary elements and improvements to exist independently from proposed future phases. The elements of the PUD Project in each phase shall be included in a Phasing Plan described in Section 6.7.1. The commencement and duration of each phase shall be determined through the Design Review process. The Large Block Plat shall be filed with the Blaine County Recorder, Hailey, Idaho, within one (1) year after approval by the Council. Failure to file such final plat within that time may cause all approvals of such final plat to be null and void. No building permit shall be issued with regard to any parcel of land within the PUD Property until the Large Block Plat has been recorded. Owner may request from Ketchum an extension of this development phasing schedule, including the deadline(s) for recording final plat(s), which request shall not be unreasonably denied, conditioned or delayed by Ketchum. Ketchum agrees a reasonable request includes a request for an extension of the development phasing schedule based on factors beyond Owner's control, including but not limited to availability of credit facilities and market conditions.

**Section 6.7** of the 2009 Development Agreement addresses the **Phasing Schedule**:

**6.7.1 Phasing Plan.** Owner shall construct the core hotel building (120 hot beds/keys minimum), all required workforce housing units, the golf course, a new Warm Springs Ranch Restaurant building, and complete the restoration of Warm Springs Creek within ten (10) years of the Effective Date. Owner shall apply for and obtain all required permits, including building permits, for at least the Initial Phase of these required improvements within forty-eight (48) months of the Effective Date. On or before the date Owner submits its first application for Design Review, Owner shall develop and submit to the Council for its approval a Phasing Plan ("**Phasing Plan**"), which shall be an amendment to this Agreement and processed pursuant to Section 23 herein. The Phasing Plan may be submitted for approval by Council either following or concurrent with the Design Review process and shall explain the development program for each phase of the project. The overriding objective of the Phasing Plan is to provide a complete hotel amenity and operations base at the completion of each phase with enough critical mass to function as a four/five star quality hotel. The Council's approval of the Phasing Plan is an express condition precedent to the rights and obligations of both parties under this Agreement. The Phasing Plan will provide the following specific information at the schematic design level for each Phase (*the explanation for the Structured Parking Program Category under Phase 1 is only an example*):

Program Category	Phase 1	Phase 2	Phase 3	Phase 4
	Structured Parking	<i>Example: Portion of Underground Structure (173 Spaces/69,000 SF)</i>		
Surface Parking				
Back of House				
Arrival Court				
Lobby and Related Rooms				
Restaurant/Bars (Including Warm Springs Restaurant)				
Spa				
Meeting Space				
Other Public Areas				
Hotel Rooms & Suites				
Residential Units				
Workforce Housing				
Offsite Infrastructure, Entrance or Roundabout				
Onsite Infrastructure & Roads				
Onsite Landscaping & Linkages				
Golf Course				
Stream Restoration				

The dates stipulated in 6.7 above were modified in the Second Development Agreement Amendment, and are proposed to be modified again as outlined in the attached letter: Phase 1 would be valid for 36 to 40 months from the date of adoption of the Third Amendment to the Development Agreement. If the Third Amendment to the Development Agreement is adopted in approximately 8 weeks, (April 2012), the First Phase would be valid until August 2016.

The following key project amenities required of the PUD are found in the revised Phase 1: stream restoration, 122 room hotel, structured parking, surface parking, arrival court, lobby, restaurant/bar, spa, meeting space, 32 residential units, relocated Bald Mountain Road, infrastructure necessary to serve Phase 1, modified golf course; recreation contribution of \$300,000, employee housing mitigation (revenue stream), community housing mitigation (revenue stream), site landscaping.

The following amenities are not included in Phase 1: trail connections to the future Bald Mountain Trail. Note that the applicant cannot complete these trail connections independently; they are tied to other agency approvals and funding. The 2009 Development Agreement also required the applicant to make cash contribution of up to \$115,000 towards environmental review, design and construction of the Bald Mountain Trails as such time as all parties are ready to fund and construct such trails.

#### Financial Requirement/Impact

Fiscal impacts were analyzed as part of the Warm Springs Ranch Resort Annexation.

There are fiscal impacts to the delay of the construction of the hotel. These impacts are beyond the City's control. Randy Young of Henderson, Young and Associates prepared a memo summarizing the key revenues to the City anticipated when the hotel is operational based on the revised project size and scope. This memo was reviewed by the Council as part of their deliberations on the Third Amendment to the Development Agreement in November, 2012.

#### Recommendation

The proposed Phase 1 appears as an independent phase, which can stand on its own independent of Phase 2. All of the key requirements of the PUD have been met in Phase 1 with the exception of the trail connections up to Bald Mountain. Staff recommends that the key elements of Phase 1 and the dates be included in the Third Development Agreement Amendment, and that these amendments be brought to the Council no later than eight weeks from the date of this Phasing Plan.

#### Recommended Motion:

I move to approve the Revised Phasing Plan for the Warm Springs Ranch Resort Planned Unit Development (PUD), including key PUD elements and timelines described herein. Said amendments shall be incorporated into the Third

Amendment to the Development Agreement, and presented to the City Council within the next eight weeks.

Sincerely,

Lisa Horowitz  
Community and Economic Development Director

LAWSON LASKI CLARK & POGUE, PLLC  
ATTORNEYS AT LAW

Edward A. Lawson  
eal@lawsonlaski.com

675 SUN VALLEY ROAD, SUITE A  
POST OFFICE BOX 3310  
KETCHUM, IDAHO 83340  
TELEPHONE: 208-725-0055  
FACSIMILE: 208-725-0076  
WWW.LAWSONLASKI.COM

January 18, 2012

Ms. Lisa Horowitz  
Community and Economic  
Development Director  
City Of Ketchum  
POB 2315  
Ketchum, Idaho 83340

Re: Warm Springs Ranch Resort Revised Phasing Plan  
Our File No. 10612-001

Dear Lisa:

This constitutes the revised phasing plan ("Plan") for the Warm Springs Ranch Resort ("Project") as required by Section 2.1 of the Second Amended Development Agreement. The Plan currently includes two phases. Phase 1 is the approximately 122 room hotel, 32 condominium and parking structure, together with the creek restoration, trail improvements and golf practice facility. Phase 2 is the remainder of the Project.

Subject to economic and credit market conditions applicable to hospitality projects generally and specific to the Ketchum area, the estimated commencement date for Phase 1 is 36 to 40 months after receipt of approval of the proposed Third Amendment to the Development Agreement and design review approval for the modified Project. Subject to the same conditions, the estimated commencement date for Phase 2 is 12 months following the later of the sell-out of inventory in Phase 1, or the receipt of all approvals required for Phase 2.

As I am sure you understand the estimated commencement dates are based on numerous assumptions any one of which could prove to be materially incorrect. Should that be the case then the dates would need to be adjusted. In the meantime, this hopefully will satisfy the requirements of the Development Agreement and permit the Project to proceed through the entitlement process.

If you have any questions or concerns relative to the Plan please feel free to contact either Mike Barnard or myself.

Ms. Lisa Horowitz  
January 18, 2012  
Page 2

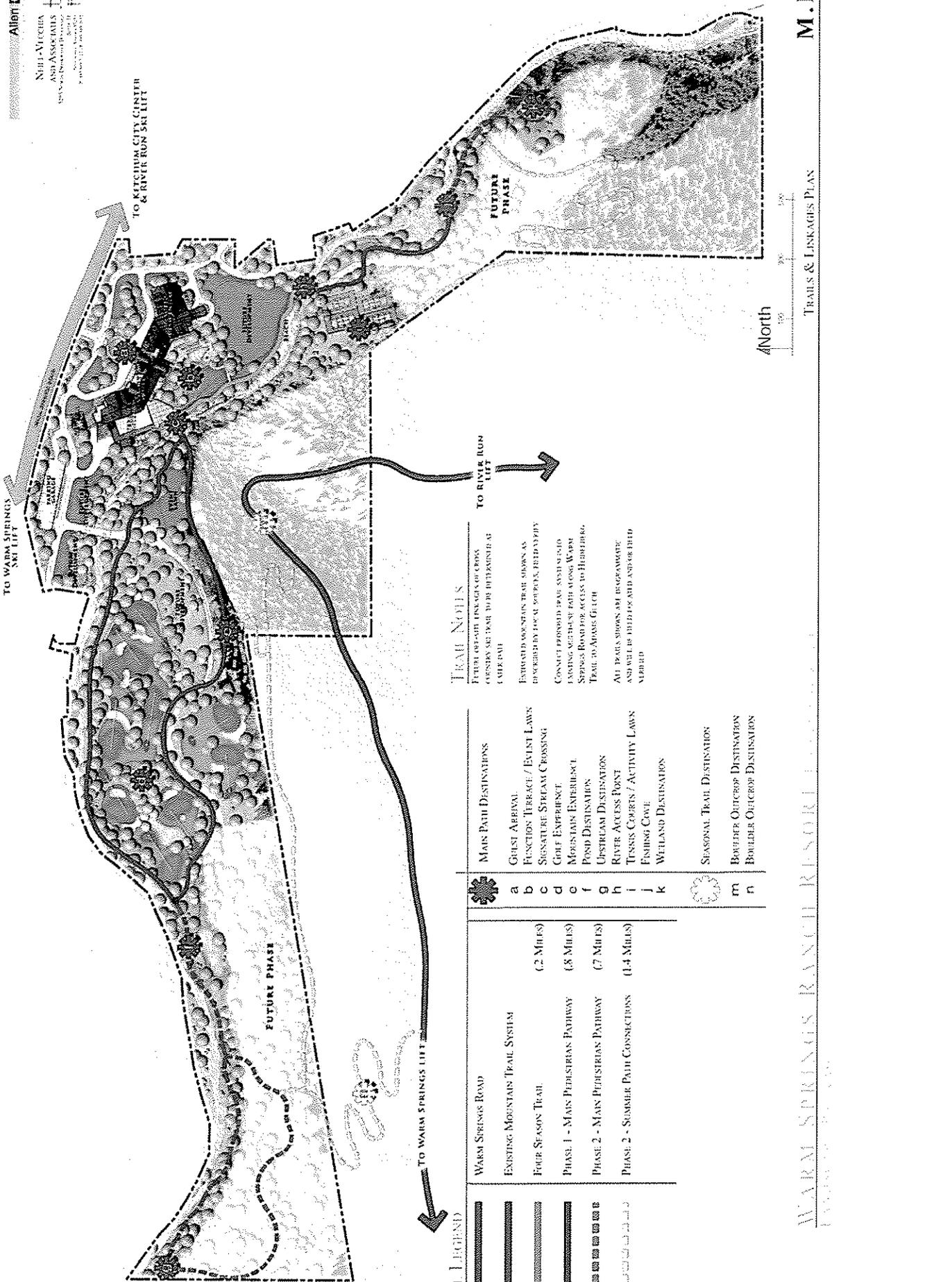
Sincerely,

LAWSON LASKI CLARK & POGUE, PLLC

A handwritten signature in black ink, appearing to read "E. Lawson", with a long horizontal flourish extending to the right.

Edward A. Lawson

Pdf: M. Barnard



**TRAIL LEGEND**

- WARM SPRINGS ROAD
- EXISTING MOUNTAIN TRAIL SYSTEM
- FOUR SEASON TRAIL (2 Miles)
- PHASE 1 - MAIN PEDESTRIAN PATHWAY (3 Miles)
- PHASE 2 - MAIN PEDESTRIAN PATHWAY (7 Miles)
- PHASE 2 - SUMMER PATH CONNECTIONS (1.4 Miles)

- a
- b
- c
- d
- e
- f
- g
- h
- i
- j
- k
- m
- n

- MAJOR PATH DESTINATIONS
- GUEST ARRIVAL
- FUNCTION TERRACE / EVENT LAWN
- SIGNATURE STREAM CROSSING
- GOLF EXPERIENCE
- MOUNTAIN EMERGENCY
- POSD DESTINATION
- UPSTREAM DESTINATION
- RIVER ACCESS POINT
- TUSOCK CORNERS / ACTIVITY LAWN
- FISHING COVE
- WETLAND DESTINATION
- SEASONAL TRAIL DESTINATION
- BOULDER OUTCROP DESTINATION
- BOULDER OUTCROP DESTINATION

**TRAIL NOTES**

- FUTURE PHASE LINKAGES TO CROSSING ARE TO BE DETERMINED AT CONCEPT
- FUTURE PHASE TRAIL LINKAGES TO BE DETERMINED BY LOCAL AGENCIES, REGULATORY
- CONCEPT PHASE TRAIL LINKAGES TO BE DETERMINED BY LOCAL AGENCIES, REGULATORY
- ACCESS ROAD FOR ACCESS TO HERBIBG TRAIL TO ADAMS GULCH
- ALL PHASES SHOW ARE DIAGRAMMATIC AND WILL BE FIELD BY ARCHITECT AND/OR OTHER

Pre-Application Design Review is a non-binding discussion between the Applicant and the Commission designed to give the Applicant feedback informing the Design Review application. The following issues are suggested as part of the Commission discussion:

1. Project access: need for a dedicated turn lane;
2. Additional background on the Transportation Study outlining assumptions and best practices relative to peak demand. A similar analysis shall be prepared regarding parking needs and demand, including how valet parking functions;
3. Pedestrian links along Bald Mountain Road and to and from Warm Springs Road;
4. Detailed design of retaining walls, including color highlighted drawings;
5. Roadway engineering; including grades at Flower Drive and Bald Mountain Road and required turnarounds for dead end roads;
6. Input into a specific recommendation for Lewis Street intersection with Warm Springs Road;
7. How the building fits under the Tent Diagram and meets the PUD requirements;
8. Parking locations and quantity;
9. Snow removal issues with respect to Warm Spring Road and proposed parking garage and realigned Bald Mountain Road;
10. Parking Garage finish materials;
11. A Signage Master Plan will be required, and may be delegated to the Design Review Subcommittee;
12. A detailed Lighting Plan meeting the requirements of the Dark Sky Ordinance with consideration given to the lighting of the Core Hotel Building with regard to neighboring properties, and may be delegated to the Design Review Subcommittee;
13. Detailed Roof Plans for the Core Hotel Building, including roof penetrations, snow retention, drainage and roof slope details. Follow-up elements may be delegated to the Design Review Subcommittee;
14. The final design of the proposed trail system, which and may be delegated to the Design Review Subcommittee;
15. The parking and aisle dimensions for surface parking area, the Parking Garage and underground garages;
16. Details of the Master Snow Storage Plan, including plans for retaining wall areas;
17. Adequate bicycle loading and unloading outside of the parking structure, which may be delegated to the Design Review Subcommittee;

18. Detailed Utilities Plan, including design of utility transformers on-site and resolution of power upgrades off-site, which may be delegated to the Design Review Subcommittee;
19. Complete Landscape Plan for the applicable phase that details species size, location and quantities (which may be delegated to the Design Review Subcommittee). Consideration shall be given to shading from landscape materials on the east edge of the property;
20. Updated Stream Restoration Plan, including relationship of patio areas;
21. Bridge and bus stop location and design;
22. Accessory structures location and design;
23. Green development practices, including sustainability and energy/water usage of proposed water features;
24. Construction Mitigation Plan, as called for in the Development Agreement;
25. Requirements of the Street, Fire City Engineer and Building Departments;
26. Waste Collection Plan, including letter of adequacy from local waste collection provider; and
27. Details on operations of physical plant.

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Recommendation to Adopt Ordinance No. 1094 Providing for sale of liquor by the drink on all days except Christmas**

### Introduction/History

Idaho Code §23-927(2) authorizes cities to regulate by ordinance the sale of liquor by the drink.

Ketchum Municipal Code Title 5, Chapter 5.04, Alcoholic Beverage Sales currently does not address hours of sale of liquor by the drink, as set forth in Idaho Code §23-927(2).

### Current Report

Ordinance Number 1094 Amends Ketchum Municipal Code Title 5, Chapter 5.04, Alcoholic Beverage Sales, by adding a New Section 5.04.130, Hours of Operation.

Ordinance Number 1094 provides for sale of liquor by the drink on all days except Christmas. Idaho Code §23-927(1) prohibits the sale of liquor by the drink on Christmas day; therefore the City cannot allow it.

Hours of sale authorized by this ordinance are 10:00 a.m. to 2:00 a.m.

### Financial Requirement/Impact

No liquor receipts on Christmas Day.

### Recommendation

I respectfully recommend that the Ketchum City Council adopt Ordinance No. 1094 amending Title 5, Chapter 5.04, Alcoholic Beverage Sales, by adding a New Section 5.04.130, Hours of Operation, with the Suspension of the Rules.

### Recommended Motion

1st motion:

*"I move to waive the three readings of Ordinance No. 1094, and read by title only, Pursuant to Idaho Code 50-902."*

*(Roll call not required)*

2nd motion:

*"I move to adopt Ordinance No. 1094, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING TITLE 5, CHAPTER 5.04, ALCOHOLIC BEVERAGE SALES, BY ADDING A NEW SECTION 5.04.130, HOURS OF OPERATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A CODIFICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE."*

*(Roll call required)*

Sincerely,

Sandra E. Cady, CMC  
City Treasurer/Clerk

**ORDINANCE NUMBER 1094**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING TITLE 5, CHAPTER 5.04, ALCOHOLIC BEVERAGE SALES, BY ADDING A NEW SECTION 5.04.130, HOURS OF OPERATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A CODIFICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Ketchum is a municipal corporation operating under the laws of the State of Idaho; and

WHEREAS, Idaho Code §23-927(2) authorizes cities to regulate by ordinance the sale of liquor by the drink; and

WHEREAS, the Mayor and City Council of the City of Ketchum deem it to be in the public interest to amend its ordinance regulating the retail sale of liquor by the drink to incorporate the hours of sale of liquor by the drink set forth in Idaho Code §23-927(2).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, Blaine County, Idaho:

Section 1: That Title 5, Chapter 5.04, Ketchum City Code be, and hereby is, amended by adding a new section 130, as follows:

**5.04.130 HOURS OF SALE:**

A. No liquor shall be sold, offered for sale, or given away upon any licensed premises, and all liquor not in sealed bottles must be locked in a separate room or cabinet, except during the hours of sale authorized by this ordinance. Hours of sale are 10:00 a.m. to 2:00 a.m. No sale or gift of liquor may be made by a license holder or employee upon a licensed premises on Christmas day.

B. Any patron present on the licensed premises after the sale of liquor has stopped as provided above shall have a reasonable time, not to exceed thirty (30) minutes, to consume any beverages already served.

C. Any person who consumes or intentionally permits the consumption of any alcoholic beverage upon licensed premises after the time provided for above shall be guilty of a misdemeanor.

D. It shall be the duty of every person who is employed at or upon a licensed premises or who owns or manages a licensed premises and is present upon the licensed premises during the hours and at the time set forth in this section to lock up and keep locked up in a locked room or locked cabinet all unsealed containers of liquor during the hours and at the times set forth in this section, and any such person who fails to perform the duty provided herein shall be guilty of a misdemeanor.

Section 2: If any part of this ordinance shall be held unconstitutional or void, such part shall be deemed separable and its invalidity shall not affect the remaining parts of the ordinance.

Section 3: All provisions of any City of Ketchum ordinance or resolution not consistent with this ordinance are hereby repealed as of the effective date of this ordinance.

Section 4: The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

Section 5: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

PASSED AND ADOPTED by the Council of the City of Ketchum, Idaho this 21<sup>st</sup> day of February, 2012.

APPROVED by the Mayor of the City of Ketchum, Idaho this 21<sup>st</sup> day of February, 2012.

---

Randy Hall,  
Mayor

ATTEST:

---

Sandra E. Cady, CMC  
City Clerk

(SEAL)

Publish: Idaho Mountain Express  
February 15, 2012



REGULAR KETCHUM CITY COUNCIL MEETING  
Monday, February 6, 2012 at 5:30 p.m.  
Ketchum City Hall, Ketchum, Idaho

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

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

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

**COMMUNICATIONS FROM MAYOR AND COUNCILMEMBERS**

2. Councilor Helzel resigns

Councilor Larry Helzel announced that he was resigning from the Ketchum City Council, effective this month. He is relocating to San Francisco. Councilor Helzel thanked the community for making the past four years a fabulous experience. Mayor Randy Hall thanked Helzel for leaving Ketchum better than he found it, especially for his efforts to get Ketchum back on solid financial ground.

3. **Mayoral Proclamation: Celebrate Local Olympians Day** – Mayor Randy Hall

*Also Present: Dick Fosbury, President, Idaho Chapter of U.S. Olympians and Para-Olympians*

The Idaho Chapter of U.S. Olympians and Para-Olympians is working with the Ketchum Community Development Corporation to develop an event on Presidents Day to honor all Olympians from Blaine County.

Mayor Randy Hall proclaimed February 20, 2012 as Local Olympians Day.

4. **Request to confirm mayoral appointments to the Ketchum Events Commission** – Jen Smith

*Also Present: Appointees to the Ketchum Events Commission: Ketchum Parks and Recreation Director Jen Smith; Ketchum CED Director Lisa Horowitz; Sun Valley Company representative Marshal McInnis; Sun Valley Center for the Arts representative Christl Holzl; Whiskey Jacques talent buyer Thatcher Marsted; real estate agent John Sofro; and valley residents Danelle Stern and Julian Tyo. Sun Valley Chamber of Commerce General Manager Greg Randolph was not present. Ex officio members of the Ketchum Arts Commission are Ketchum Arts Commission Secretary Anne Winton and Ketchum Events Coordinator Sharon Arms.*

Councilor Nina Jonas asked the members of the Ketchum Events Commission to keep a youthful and alternative attitude. Councilors thanked the appointees for serving.

Council President Baird Gourlay moved to confirm Jen Smith, Lisa Horowitz, Marshal McInnis, Christl Holzl, Thatcher Marsted, John Sofro, Danelle Stern, Julian Tyo, Greg Randolph, and ex officio members Anne Winton and Sharon Arms. Motion seconded by Councilor Curtis Kemp, and passed unanimously.

**COMMUNICATIONS FROM CITY STAFF**

5. **Request to extend liability insurance to the National Brotherhood of Skiers Opening Ceremony** – Sharon Arms

Councilor Curtis Kemp moved to approve extending liability insurance to the National Brotherhood of Skiers Opening Ceremony at Ketchum Town Square on Sunday, February 26, from 3:30 to 6:30 p.m. Councilor Nina Jonas seconded the motion. Motion passed unanimously.

6. **Request for funding and to extend liability insurance to Sun Valley Solfest 2012**

Sun Valley Solfest is the return of an event from seven years ago. This is a good opportunity to encourage college kids to visit. Solfest is requesting \$5,500 in funding, and liability insurance. The party will close Main Street in downtown Ketchum all afternoon and evening.

Marsted Thatcher agreed to contribute \$1,500 toward the event, which will benefit Main Street businesses.

Ketchum needs to establish an events funding policy; and the Parks Department Event allocation fund needs to be reviewed for future years.

**Councilor Larry Helzel moved to grant \$4,000 funding from the General Fund Contingency, and also extend the City's liability coverage to the Sun Valley Solfest event. Liability insurance will also cover the Rail Jam. Motion seconded by Council President Baird Gourlay, and passed unanimously.**

**7. Request to approve the Utility Box Project for the Ketchum Arts Commission – Claudia McCain**

*Also Present: Utility Box Project Committee members Claudia McCain, Adam Elias, Ann Witton, Mary Beth Flower, and Ketchum Community Development Corporation's Executive Director John Duval.*

This project will transform utility boxes in Ketchum into engaging works of art. The project gives artists an opportunity for exhibit and exposure of their work on a broad scale in an accessible public setting. The project will start this year with four utility boxes in downtown Ketchum. Paintings will focus on the Sun Valley lifestyle—heritage, recreation and sports, arts and culture, nature and wildlife—and remain in place for three to five years.

Committee member Elias is currently getting agreements from the owners of the utility boxes. The Committee is looking to raise about \$2,500 for each box; and will soon send out a call for artists in Idaho and neighboring states.

**Council President Baird Gourlay moved to approve the Ketchum Arts Commission Utility Box Project, seconded by Councilor Nina Jonas. Motion carried unanimously.**

## **COMMUNICATIONS FROM THE PUBLIC**

### **8. Friedman Memorial Airport Presentation**

*Also Present: Blaine County Commission Chairman Angenie McCleary  
Blaine County Commissioner Lawrence Schoen  
Sun Valley Mayor DeWayne Briscoe  
Sun Valley Council President Bob Youngman  
Sun Valley Councilmember Michelle Griffith  
Sun Valley Councilmember Nils Ribi  
Sun Valley Company Vice President and General Manager Tim Silva  
Sun Valley Company Director of Resorts and Development Wally Huffman  
Friedman Memorial Airport Manager Rick Baird*

Blaine County Commission Chairman Angenie McCleary thanked the cities of Ketchum and Sun Valley for the opportunity to update them and their constituents on airport issues.

The owners/sponsors of Friedman Memorial Airport are Blaine County and the City of Hailey. The Friedman Memorial Airport Authority (FMAA) is the management entity created by the two owners, and operates under a Joint Powers Agreement. The Federal Aviation Administration is the regulatory agency responsible for aviation in this country, and provides financial support for Friedman through the Airport Improvement Program. The FAA provides AIP grants for development, land acquisition and planning. The land acquisition grant endures in perpetuity unless transferred to a new airport. Based on these grant assurances, Friedman Memorial Airport cannot be closed. The sponsors are obligated to operate and maintain a public use airport in perpetuity. If commercial air service is lost, the airport will remain open as a general aviation facility in perpetuity. A safe airport must be maintained in accordance with FAA standards.

In 1994, a master planning process was completed with the preamble that if airport use reaches the physical limits of the facility, the community must look for alternatives away from valley cities rather than expand the existing site. In 2001, Horizon Air began operating the Q400 turboprop, which is basically beyond FMA's design capability, so a new master plan was initiated in 2004. Since then, Friedman's owners and the FMAA have been in pursuit of a replacement airport location, and have only made basic improvements to the existing site.

Highway 75 in its entirety is within FMA's obstacle-free area on the east, and the fronts of most of the hangers are within the FMA's obstacle-free area on the west. The parallel taxiway is completely within the obstacle-free area, and also inside the safety area. Aircraft currently operating at Friedman should have a 400-foot separation from the runway center line to taxiway center line. Friedman Airport could only meet FAA design standards by relocating Highway 75 on the east and all the hangers on the west side of the runway.

In 2006, the FMAA began a site selection and feasibility study for a replacement airport. The community evaluated 16 sites, in three counties. The FMAA selected site 10. The FAA looked at 17 sites, and did Environmental Impact Statements on sites 10A and 12. In August 2011, the FAA notified FMAA that they had suspended the EIS process, citing total project costs of both sites, including the cost of mitigating environmental (sage grouse) issues. The FAA

encouraged the FMAA and the community to explore viable options at Friedman Memorial Airport. Since then, there have been 12 public information-gathering meetings around the Wood River Valley.

Most everyone agrees that air service and the airport is critical to Blaine County's economy.

If Friedman Airport is to continue viable operation, it must meet FAA design standards for the aircraft currently using the airport. Every time a Q400 approaches the airport or takes off from the airport, the Tower has to clear the taxiway of all aircraft.

- Reliability at Friedman must be improved in order for it to be a viable airport. FAA standard is weather minimum of 200ft ceiling and ½ mile visibility. FMAA has met with SkyWest and Horizon, and GE on next generation air traffic control and required navigation procedure. They all feel that reliability can be improved; although not necessarily up to FAA standards.
- The next step is an Airport Layout Plan, which will incur some level of FAA environmental review.
- Incremental improvements can be made inside the fence, but some improvements may require the acquisition of additional property.
- Improvements in reliability are intended to retain current commercial service, not increase the capacity of the airport.
- A replacement airport is probably the ultimate solution, but is very long-term. A replacement airport would meet design deficiencies, reliability issues, and provide the ability to meet existing and future demand.
- If a relocated airport is the solution, the community must be prepared with an identified site, have strong community support, and have sources of funding.

The Blaine County Commissioners agreed to the following guiding principles regarding the airport:

- Robust commercial and general aviation and transportation service and infrastructure are vital to the economy of Blaine County.
- Meeting general design and safety standards in air and ground operations is paramount in planning for air service and related infrastructure.
- Air service and infrastructure improvements are affordable and achievable.
- Minimizing environmental impacts is a high priority in planning for and implementing air service and infrastructure improvements.
- Air service is an important and interconnected mode of transportation for Blaine County and the region.
- A replacement airport south of Bellevue and along Highway 75 is the long-term solution objective.
- Airport governance issues are addressed timely, including an amended Joint Powers Agreement implementation and further amended as needed.

The City of Hailey recently adopted its own guiding principles. They have requested the FAA restart the EIS to locate a site, and will probably ask the FMAA to prepare an Airport Layout Plan for the existing site to improve reliability and meet safety standards.

The FMAA must now decide if a replacement airport is the ultimate solution; what must be in the interim to continue air service; and how is air service maintained, enhanced and improved.

Any proposed change in the airport will initiate a Safety Management System evaluation, which could have unintended consequences.

Sun Valley Mayor DeWayne Briscoe felt it was unrealistic to ask the FAA to restart an EIS, which has already cost \$7 million in three and 1/2 years; and also request a new study on expanding Friedman. Baird said the request was more to finish an EIS that had already cost a huge amount of money.

#### PUBLIC COMMENT, QUESTIONS and ANSWERS:

- An ALP would take about six months and cost about \$500,000. FAA should pay 95% of the cost.
- Buildings on the airport could be relocated over a period of years, which could solve the object-free area.
- FMAA will do a GPS analysis to see if approach minimums can be lowered. This would help solve Friedman's safety problems, which is an FAA funding priority.
- The FAA wants to use GPS satellite signals as the backbone of a new system replacing ground-based radar for the nation's air traffic control system. Future fly routes would also be based on GPS navigation.
- The FMAA should continue to look at a replacement airport, realizing that it isn't going to happen any time soon.
- If a relocated airport is the long-term solution, Friedman must stay in service during the relocation process. Friedman must provide more reliable service and must be able to accommodate future aircraft during that time.
- Airport service is immediately related to Blaine County's economic recovery.
- Impacts on the surrounding community must be addressed.
- Capacity is not an issue. Reliability and design standards are the issues.
- Community involvement and community agreement are necessary to reengage the FAA in the local airport process. The FAA wants to know what the community wants to do.

• The FMAA is responsible for making airport decisions. Comments and opinions should be made to the FMAA. Ketchum Council President Baird Gourlay said he didn't think \$300 million for a replacement airport was realistic for 10, 20 or 30 years from now without a general obligation bond. The FAA asked the community to identify viable options at Friedman Airport. Gourlay's priorities are to get the ALP done immediately, get a letter of agreement with the FAA to allow regional jets, get a GPS navigation system, and look at the viability of relocation as a long-term solution.

Ketchum's Councilors Kemp and Jonas agreed that an ALP should be begun immediately. At the same time, incremental improvements should be done concurrently, or in sequence, to deal with Friedman's reliability and functionality.

Ketchum Councilor Larry Helzel said Ketchum's airport liaison Charles Conn told them in 2009 that Site 10A would fail. If the FMAA Board knew that, they didn't communicate it to the community. The FMAA Board should include at least one member of the local community who has experience with billion-dollar projects.

Briscoe said Hailey needs to get over their fear that Friedman will be improved to the point where a replacement airport isn't necessary.

Sun Valley Councilmember Bob Youngman said at least 50% of the local economy is totally dependent on the airport. The FMAA needs to realize the urgency in calibrating and communicating to the community how important the airport is.

Sun Valley Councilmember Nils Ribí said incremental improvements to Friedman need to be made, but the process toward a replacement airport needs to continue.

FMAA attorney Barry Luboviski said the airport's funding, viability and existence were dependent upon the FAA, which was a bureaucracy of bureaucracies. The first goal of the FAA is to get an actual plan from Friedman.

Sun Valley Councilmember Michelle Griffith said the long-term goal of a replacement airport shouldn't in any way affect immediate improvements to the existing airport. Better reliability will result in more landings, but the goal is not more capacity.

County Commissioner Schoen said the community needs to make the commitment to begin to set aside resources to fund a replacement airport.

Mayor Randy Hall said it was urgent that the community focus its resources on figuring out how to make the existing airport work for the foreseeable future.

#### **9. Communications from the public**

There were no comments from the public at this time.

#### **10. Communications from the Press**

There were no comments from the press at this time.

### **PUBLIC HEARING**

#### **11. Ordinance 1095: Amending the FY2011-12 Budget**

This ordinance enables budget additions of a \$40,000 reimbursement from insurance for a fire department vehicle totaled in an accident, and an anticipated \$315,000 in grants from the Federal Emergency Management Agency for protective fire equipment and the purchase of 700MHz radio equipment.

#### **PUBLIC COMMENT:**

Mickey Garcia encouraged moving forward.

**Councilor Larry Helzel moved to waive the three readings of Ordinance 1095, and to read by title only, pursuant to Idaho Code 50-902. Motion seconded by Councilor Curtis Kemp, and passed unanimously.**

**Councilor Larry Helzel moved to adopt Ordinance 1095, an ordinance of the City of Ketchum, Idaho, amending Ordinance 1089, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2011 and ending September 30, 2012, appropriating additional money to be received by the City of Ketchum, Idaho in the sum of \$355,000, and providing an effective date, as amended. Motion seconded by Councilor Curtis Kemp. Roll call vote: Councilor Larry Helzel yes, Councilor Curtis Kemp yes, Council President Baird Gourlay yes, and Councilor Nina Jonas yes. Motion passed unanimously.**

### **ORDINANCES AND RESOLUTIONS**

**12. Resolution 12-006: Proclaiming a special city election to be held on May 15, 2012, and ordering the city clerk to give notice of such election**

A glitch in Idaho Code directs that, if the Council Manager form of government was defeated in the November election, anyone elected in the same election was null and void. A special election is now necessary to revote on two Councilmember seats up for election.

Council President Baird Gourlay moved to approve Resolution 12-006 proclaiming a special city election to be held on May 5, 2012 and ordering the city clerk to give notice of such election. Motion seconded by Councilor Nina Jonas, and passed unanimously.

**13. CONSENT CALENDAR**

- a. Approval of minutes from the January 17, 2012 Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Approval of a 2012 Liquor, Beer, and Wine License

Councilor Larry Helzel moved to adopt the Consent Calendar for February 6, 2012, seconded by Council President Baird Gourlay. Motion passed unanimously, with Councilor Curtis Kemp abstained from approval of the minutes since he was not present at the meeting.

**14. EXECUTIVE SESSION**

Councilor Nina Jonas moved to go into Executive Session at 8:18p.m. to discuss litigation, pursuant to Idaho Code §67-2345 1(f), seconded by Council President Baird Gourlay. Roll call: Councilor Nina Jonas yes, Councilman Baird Gourlay yes, Councilman Curtis Kemp yes, Councilor Larry Helzel yes. Motion passed unanimously.

**15. ADJOURNMENT**

\_\_\_ moved to adjourn at \_\_\_pm. \_\_\_ seconded the motion, and it passed unanimously.

\_\_\_\_\_  
Randy Hall  
Mayor

ATTEST:

\_\_\_\_\_  
Sandra E. Cady, CMC  
City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2171-2000 P/R TAXES PBL--STATE W/H</b>			
STATE TAX COMMISSION	PR0210120	State Withholding Tax Pay Period: 2/10/2012	6,180.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
BLUE CROSS OF IDAHO	01/16/12	Health Ins - Employee Pay Period: 1/27/2012	394.62
BLUE CROSS OF IDAHO	01/31/12	Cobra	1,213.75
BLUE CROSS OF IDAHO	PR0210120	Health Ins - Family Pay Period: 2/10/2012	473.49
BLUE CROSS OF IDAHO	PR0210120	Health Ins - Employee + 2 Chld Pay Period: 2/10/2012	103.70
BLUE CROSS OF IDAHO	PR0210120	Health Ins - Family Pay Period: 2/10/2012	105.22
BLUE CROSS OF IDAHO	PR0210120	Health Ins - Family Pay Period: 2/10/2012	210.44
BLUE CROSS OF IDAHO	PR0210120	Health Ins - Employee + 1 Chld Pay Period: 2/10/2012	53.40
BLUE CROSS OF IDAHO	PR0210120	Health Ins - Employee + Spouse Pay Period: 2/10/2012	382.56
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	013112	AFLAC After-Tax Pay Period: 1/13/2012	10.86
AFLAC	PR0210120	AFLAC After-Tax Pay Period: 2/10/2012	171.23
AFLAC	PR0210120	AFLAC Pre-Tax Pay Period: 2/10/2012	738.11
<b>01-2172-2000 P/R DEDUC PBL--LIFE &amp; L.T.DISB</b>			
NCPERS IDAHO	C376212	Group Life Insurance Unit C376	80.00
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	013112	Dental Insurance - 1 Child Pay Period: 1/13/2012	55.51
DELTA DENTAL PLAN OF IDAH	PR0210120	Dental Insurance - 2+ Child Pay Period: 2/10/2012	122.28
DELTA DENTAL PLAN OF IDAH	PR0210120	Dental Insurance - Spouse Pay Period: 2/10/2012	259.98
DELTA DENTAL PLAN OF IDAH	PR0210120	Dental Insurance - Family Pay Period: 2/10/2012	647.08
DELTA DENTAL PLAN OF IDAH	PR0210120	Dental Insurance - 1 Child Pay Period: 2/10/2012	51.96
<b>01-2173-3000 P/R DEDUC PBL--PEBSCO</b>			
NATIONWIDE RETIREMENT SOL	PR0210120	Nationwide - 0026904-001 Pay Period: 2/10/2012	525.00
NATIONWIDE RETIREMENT SOL	PR0210120	Nationwide Fire - 0035424-001 Pay Period: 2/10/2012	60.15
<b>01-2174-0000 P/R DEDUC PBL--GARNISHMENTS</b>			
CHILD SUPPORT SERVICES	PR0210120	Child Support Pay Period: 2/10/2012	269.68
<b>01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.</b>			
PIONEER FEDERAL CREDIT UNI	PR0210120	Pioneer Federal Credit Union Pay Period: 2/10/2012	3,171.00
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
NBS-NATIONAL BENEFIT SERVI	PR0210120	125 Medical Savings Pay Period: 2/10/2012	1,686.86
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	PR0210120	125 Dependant Care Pay Period: 2/10/2012	1,084.92
Total :			17,151.54
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	6.96
Total LEGISLATIVE & EXECUTIVE:			6.96
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	1,978.98

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	312.29
<b>01-4150-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	10.35
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	44.53
UNIFIED OFFICE SERVICES	130749	Office Supplies	3.05
UNIFIED OFFICE SERVICES	131294	Office Supplies	2.06
UNIFIED OFFICE SERVICES	131807	Office Supplies	39.99
BSC SUPPLY LLC	149013	Printer Toner	377.46
<b>01-4150-3600 COMPUTER SOFTWARE</b>			
US BANK	01/25/12	Backup Assistant Software	507.00
DELL MARKETING L.P.	XFN7191F3	Software	267.83
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
DOROTHY'S SECRETARIAL SER	02/08/12	Covered Office	110.00
GRANT, SUZANNE	020712	CC Minutes 02/06/12	247.50
KETCHUM COMPUTERS, INC.	8419	Computer Maintenance	100.00
KETCHUM COMPUTERS, INC.	8420	Computer Maintenance	132.50
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-01/12	Acct. 2196	361.30
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
IDAHO CITY MANAGERS ASSOC	2012	2012 IdCMA Dues	75.00
<b>01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ASSOCIATION OF IDAHO CITIES	6020	City Officials Day - Gary Marks	25.00
US BANK	01/25/12	Travel Expenses for City Administrator	537.47
MARKS, GARY	01/24/12	Travel Expenses	189.45
MARKS, GARY	020712	Travel Expenses	135.59
UNITED OIL	686788	ACCT. 37266	64.20
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	165.00
CENTURY LINK	1198834782	ACCT. 74754376	72.60
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	894.91
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262M	394.37
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	8401	Computer Maintenance	1,935.00
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	619878	ACCT. 951449	90.00
CLEAR CREEK DISPOSAL	620150	ACCT. 960	48.21
IDAHO POWER	769316182-01/	ACCT. 769316182	1,569.45
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1,252.45
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
ATKINSONS' MARKET	1856-01/12	ACCT. 1856	12.98
SMOKY MTN. PIZZA	25153	Supplies	60.86
SYSCO	202070484	Supplies	106.25
WAXIE SANITARY SUPPLY	73025542	Supplies	218.49
WAXIE SANITARY SUPPLY	73085916	Supplies	282.01

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
DELL MARKETING L.P.	XFN378613	Computer	367.87
Total ADMINISTRATIVE SERVICES:			12,992.00
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
MOORE SMITH BUXTON & TUR	42181	1536-03 - General	8,900.46
MOORE SMITH BUXTON & TUR	42186	1536-42 Local 4758 v. Ketchum	1,841.76
Total LEGAL:			10,742.22
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	1,170.85
<b>01-4170-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	26.81
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
COPY & PRINT, L.L.C.	42782	Business Cards - Lisa Horowitz	50.00
DELL MARKETING L.P.	XFN36M1D8	Publisher 2010	113.99
KETCHUM COMPUTERS, INC.	8418	Computer Maintenance	100.00
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	30.00
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	59.05
UNIFIED OFFICE SERVICES	130749	Office Supplies	6.10
UNIFIED OFFICE SERVICES	131294	Office Supplies	4.08
<b>01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL</b>			
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	89.05
UNIFIED OFFICE SERVICES	130749	Office Supplies	6.10
UNIFIED OFFICE SERVICES	131294	Office Supplies	4.08
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	1318.147-02/12	Miscellaneous Plat Checks	57.50
GALENA ENGINEERING, INC.	1318.151	Miscellaneous Plat Checks	747.50
KETCHUM COMPUTERS, INC.	8420	Computer Maintenance	132.50
<b>01-4170-4261 PROF SERVICE-WS RANCH RESORT</b>			
EXPRESS PUBLISHING, INC.	2196-01/12	Acct. 2196	223.50
MOORE SMITH BUXTON & TUR	42181	1536-03 - General	397.50
MOORE SMITH BUXTON & TUR	42182	1536-11 Task #1 WSRR Annexation - 2008	65.75
UNIFIED OFFICE SERVICES	131538	Office Supplies	30.55
<b>01-4170-4266 PROFESSIONAL SERVICES-ECON DEV</b>			
KETCHUM COMPUTERS, INC.	8420	Computer Maintenance	50.00
<b>01-4170-4267 PROFESSIONAL SVC-COMP PLAN</b>			
ATKINSONS' MARKET	1856-01/12	ACCT. 1856	66.95
EXPRESS PUBLISHING, INC.	2196-01/12	Acct. 2196	432.16
UNIFIED OFFICE SERVICES	131294	Office Supplies	69.90
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-01/12	Acct. 2196	89.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4170-4500 GEOGRAPHIC INFO SYSTEMS</b>			
BLAINE COUNTY CLERK/RECOR	178	GIS Salary Reimburesment	3,429.47
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
HOROWITZ, LISA	02/01/12	Travel Expenses	198.10
HOROWITZ, LISA	02/01/12	Cell Phone Reimbursement	198.10
<b>01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL</b>			
PERRY'S	3407	Meeting Expenses	35.85
<b>01-4170-6910 OTHER PURCHASED SERVICES</b>			
RIVER RUN AUTO PARTS	6538-41760	Parts & Supplies	29.90
<b>01-4170-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
DELL MARKETING L.P.	XFN378613	Computer	367.88
Total COMMUNITY PLANNING/DEVELOPMENT:			8,282.62
<b>CONTINGENCY</b>			
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
SUN VALLEY EVENTS	357	NBS Summit	487.50
Total CONTINGENCY:			487.50
<b>BUILDING</b>			
<b>01-4240-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	3.72
<b>01-4240-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-01/12	ACCT. 1856	23.73
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	44.53
UNIFIED OFFICE SERVICES	130749	Office Supplies	3.06
UNIFIED OFFICE SERVICES	131294	Office Supplies	2.06
Total BUILDING:			77.10
Total GENERAL FUND:			49,739.94
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
SUN VALLEY EVENTS	350	Wagon Days Services	1,000.00
Total WAGON DAYS EXPENDITURES:			1,000.00
Total WAGON DAYS FUND:			1,000.00
<b>STREET MAINTENANCE FUND</b>			
<b>STREET</b>			
<b>04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	3,596.13

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>04-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	537.02
<b>04-4310-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	30.52
<b>04-4310-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	761567	Supplies	13.29
FASTENAL COMPANY	IDJER32946	Parts	44.23
KNEADERY	01/31/12	Breakfast for Street Department	532.29
TREASURE VALLEY COFFEE IN	2160:02716834	COFFEE	145.35
<b>04-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	367763	ACCT. 37269	412.81
UNITED OIL	6869791	ACCT. 37269	15,948.15
SCHAEFFER MFG. CO.	MU1996	Oil and diesel Fuel Supplement	1,269.99
<b>04-4310-4200 PROFESSIONAL SERVICES</b>			
ANDERSON ASPHALT PAVING	3916	Snow Hauling	1,687.50
B & G DIRTWORKS, LLC	1403	Snow Hauling	3,750.00
BURKS EXCAVATION	11112	Snow Hauling	3,487.50
ERWIN EXCAVATION, S	12-047	Snow Hauling	6,937.50
ERWIN EXCAVATION, S	12-058	Snow Hauling	225.00
EXPRESS PUBLISHING, INC.	2196-01/12	Acct. 2196	92.88
HIATT TRUCKING, INC.	1555	SNOW HAULING	3,862.50
JOE'S BACKHOE SERVICES	12522	Snow Hauling	10,837.50
KATCO EXCAVATION INC.	273257	Snow Hauling	6,300.00
RICK'S EXCAVATION, INC.	178	Snow Hauling	3,225.00
RICK'S EXCAVATION, INC.	180	Snow Hauling	600.00
WESTERN STATES EQUIPMENT	ML0405100369	Equipment Lease	4,437.00
<b>04-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
AUTO PHONE	5834	Repairs	148.50
CENTURY LINK	1198834782	ACCT. 74754376	9.05
<b>04-4310-5200 UTILITIES</b>			
IDAHO POWER	322623384-01/	ACCT. 322623384	4.52
IDAHO POWER	4083074003-01	ACCT. 4083074003	20.43
IDAHO POWER	528357116-01/	ACCT. 528357116	16.47
IDAHO POWER	6304817401-01	ACCT. 6304817401	189.85
IDAHO POWER	731352437-01/	ACCT. 731352437	34.21
IDAHO POWER	8344414305-01	ACCT. 8344414305	12.98
IDAHO POWER	9337189101-01	ACCT. 9337189101	103.44
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1,110.29
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	211.05
<b>04-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-42039	Parts & Supplies	16.95
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
BROOKS WELDING	8417	Materials	70.88
US BANK	01/25/12	Parts & Supplies	689.99
FASTENAL COMPANY	IDJER32946	Parts	276.66
GO-FER-IT	1565301	Shipping Services	26.00
GO-FER-IT	1654276	Shipping Services	22.00
GO-FER-IT	1657569		22.00
KODIAK NORTHWEST	8272	National Seal	240.44
LES SCHWAB	621761	Loader Service	189.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
LES SCHWAB	621800	Plow Truck Service	144.50
NAPA AUTO PARTS	679200	Supplies	12.29
NAPA AUTO PARTS	679257	Supplies	129.79
NAPA AUTO PARTS	679340	Supplies	8.95
RIVER RUN AUTO PARTS	6538-41830	Parts & Supplies	17.98
WESTERN STATES EQUIPMENT	PC040171627	Parts	4,011.00
WESTERN STATES EQUIPMENT	PC040172399	Parts	217.78
WESTERN STATES EQUIPMENT	PC040175338	Parts	165.06
WESTERN STATES EQUIPMENT	PC040175436	Parts	178.50
WESTERN STATES EQUIPMENT	PC040175437	Parts	81.93
WESTERN STATES EQUIPMENT	PC040175639	Parts	49.62
WESTERN STATES EQUIPMENT	PC040175806	Parts	1,723.60
WESTERN STATES EQUIPMENT	PC040176069	Parts	293.35
WESTERN STATES EQUIPMENT	PR040021231	Parts	81.93
WESTERN STATES EQUIPMENT	PR040021286	Parts	556.26
WESTERN STATES EQUIPMENT	WO040078274	Parts	60.77
WESTERN STATES EQUIPMENT	WO040078300	Parts	4,784.30
WESTERN STATES EQUIPMENT	WO040078389	Parts	247.84
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400109872	ACCT. 241076800	33.24
AMERIPRIDE LINEN	2400111594	ACCT. 241076800	77.42
AMERIPRIDE LINEN	2400113337	ACCT. 241076800	29.97
AMERIPRIDE LINEN	2410013474	ACCT. 241076800	120.97
KETCHUM COMPUTERS, INC.	8403	Computer Maintenance	423.00
NORCO	8960028	ACCT. 53271	196.80
NORCO	9111590	ACCT. 53271	3.44
NORCO	9152009	ACCT. 53271	175.44
NORCO	9206924	ACCT. 53271	240.14
NORCO	9234477	ACCT. 53271	210.18
<b>04-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ADVANCED SIGN	52732	Signage	550.00
ADVANCED SIGN	52733	Signage	218.00
FASTENAL COMPANY	IDJER33076	Parts	388.49
GO-FER-IT	1445087	Shipping Services	18.00
GO-FER-IT	1511272	Shipping Services	23.00
GO-FER-IT	1511273	Shipping Services	16.00
GO-FER-IT	1511299	Shipping Services	26.00
SAFETY SUPPLY & SIGN CO.	130963	Signage	165.71
<b>04-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
SILVER CREEK ELECTRIC, INC.	2199	Electrical Services	60.57
Total STREET:			85,757.09
Total STREET MAINTENANCE FUND:			85,757.09
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	881.05
<b>10-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	717.38

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>10-4230-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	22.50
<b>10-4230-2900 PERFORMANCE AWARDS</b>			
US BANK	01/25/12	Gary Robrahn Going Away	100.73
<b>10-4230-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO1875486	Cleaning Services	11.00
ALSCO - AMERICAN LINEN DIVI	LBO1880259	Cleaning Services	11.59
ALSCO - AMERICAN LINEN DIVI	LBO1885139	Cleaning Services	11.27
ATKINSONS' MARKET	1841-01/12	ACCT. 1841	45.72
BLUMENTHAL UNIFORMS AND	916328	Supplies	37.23
US BANK	01/25/12	Supplies	23.00
L.N. CURTIS & SONS	3118894-00	Supplies	445.00
L.N. CURTIS & SONS	3119089-00	Supplies	10.48
DELL MARKETING L.P.	XFN36M1D8	Publisher 2010	113.99
EASY PACK INC	163193	Shipping	13.00
LUTZ RENTALS	12829-1	Propane	4.60
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	22.27
UNIFIED OFFICE SERVICES	130749	Office Supplies	1.53
UNIFIED OFFICE SERVICES	130783	Office Supplies	23.01
UNIFIED OFFICE SERVICES	131294	Office Supplies	1.03
UNIFIED OFFICE SERVICES	131815	Office Supplies	2.41
UPS STORE #2444	020112	Shipping	6.47
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	686789	ACCT. 37267	193.30
<b>10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	01/25/12	Training Expenses - St. Als	650.00
NATIONAL FIRE CODES	5385300X	Fire Codes	855.00
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
AUTO PHONE	5805	Repairs	72.50
AUTO PHONE	5815	Repairs	42.90
BLAINE COUNTY EMERGENCY	SVCOKFD	Reimbursement to Sun Valley Company fro Idaho Power 2009-2011	37.38
VERIZON WIRELESS, BELLEVUE	1048200479	ACCT. 765494480-00001	59.92
<b>10-4230-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
CONSOLIDATED ELECTRICAL D	3755-524875	Supplies	20.52
CONSOLIDATED ELECTRICAL D	3755-525412	Supplies	35.11
<b>10-4230-6000 REPAIR &amp; MAINT--AUTOMOTOVE EQU</b>			
RIVER RUN AUTO PARTS	6538-42105	Parts & Supplies	8.10
RIVER RUN AUTO PARTS	6538-42113	Parts & Supplies	4.69
SILVER CREEK FORD	12586	Parts	22.46
<b>10-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
L.N. CURTIS & SONS	3118936-00	Supplies	305.48
TG TECHNICAL SERVICES	4091	Sensors for Gas Monitors	525.52
TG TECHNICAL SERVICES	4123	Sensors for Gas Monitors	256.00
WINZER CORPORATION	4178323	Supplies	226.24
<b>10-4230-6910 OTHER PURCHASED SERVICES</b>			
KETCHUM COMPUTERS, INC.	8422	Computer Maintenance	425.00
Total FIRE & RESCUE:			6,245.38

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total FIRE & RESCUE FUND:			6,245.38
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	1,321.58
<b>14-4260-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	1,076.07
<b>14-4260-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	33.13
<b>14-4260-2900 PERFORMANCE AWARDS</b>			
US BANK	01/25/12	Gary Robrahn Going Away	100.74
<b>14-4260-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI875486	Cleaning Services	11.00
ALSCO - AMERICAN LINEN DIVI	LBOI880259	Cleaning Services	11.59
ALSCO - AMERICAN LINEN DIVI	LBOI885139	Cleaning Services	11.28
ATKINSONS' MARKET	1841-01/12	ACCT. 1841	45.72
BLUMENTHAL UNIFORMS AND	916328	Supplies	37.22
US BANK	01/25/12	Supplies	191.74
L.N. CURTIS & SONS	3118894-00	Supplies	445.00
L.N. CURTIS & SONS	3119089-00	Supplies	10.48
DELL MARKETING L.P.	XFN36M1D8	Publisher 2010	113.99
EASY PACK INC	163193	Shipping	12.99
LUTZ RENTALS	12829-1	Propane	4.60
MAGIC VALLEY BUSINESS SYST	C15563	Copier Maintenance	22.26
NORCO	9152035	ACCT. 54794	122.52
NORCO	9217196	ACCT. 54794	89.36
NORCO	9234378	ACCT. 52355	29.76
NORCO	9235281	ACCT. 54794	204.60
NORTH AMERICAN RESCUE	94811	Supplies	242.22
UNIFIED OFFICE SERVICES	130749	Office Supplies	1.53
UNIFIED OFFICE SERVICES	130783	Office Supplies	23.01
UNIFIED OFFICE SERVICES	131294	Office Supplies	1.03
UNIFIED OFFICE SERVICES	131815	Office Supplies	2.41
UPS STORE #2444	020112	Shipping	193.56
PROGRESSIVE MEDICAL INTER	336276	Supplies	282.20
PROGRESSIVE MEDICAL INTER	336338	Supplies	639.00
PROGRESSIVE MEDICAL INTER	337494	Supplies	326.78
<b>14-4260-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	686789	ACCT. 37267	395.05
<b>14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
BINNIE, MELISSA MOLLET	012612	Cpr Certificate	29.95
US BANK	01/25/12	Training Expenses - St. Als	650.00
DEPT. OF HEALTH & WELFARE	3332835	Acct. 0064935	75.00
FELDMAN, RICHARD	020712	CPR Class	24.95
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
AUTO PHONE	5805	Repairs	72.50
AUTO PHONE	5815	Repairs	42.90
BLAINE COUNTY EMERGENCY	SVCOKFD	Reimbursement to Sun Valley Company fro Idaho Power 2009-2011	37.38
VERIZON WIRELESS, BELLEVUE	1048200479	ACCT. 765494480-00001	83.07

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>14-4260-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
CONSOLIDATED ELECTRICAL D	3755-524875	Supplies	20.51
CONSOLIDATED ELECTRICAL D	3755-525412	Supplies	35.11
<b>14-4260-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
SILVER CREEK FORD	12586	Parts	22.45
<b>14-4260-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
WINZER CORPORATION	4178323	Supplies	113.62
<b>14-4260-6910 OTHER PURCHASED SERVICES</b>			
KETCHUM COMPUTERS, INC.	8422	Computer Maintenance	425.00
Total AMBULANCE SERVICE:			7,634.86
Total AMBULANCE SERVICE FUND:			7,634.86
<b>PARKS AND RECREATION FUND</b>			
<b>PARKS AND RECREATION</b>			
<b>18-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	6,224.05
<b>18-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	978.82
<b>18-4510-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	20.01
<b>18-4510-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	760045	Supplies	47.49
<b>18-4510-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	764786	Supplies	8.54
US BANK	01/25/12	Supplies	80.16
SYSCO	202020232	Supplies	71.50
<b>18-4510-3210 SPECIAL EVENT SUPPLIES</b>			
BMI	21980728	License Fee	247.60
SESAC	2011-2012	August 2011 - August 2012	607.00
ASCAP	500713125-12/	License	320.00
<b>18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	1861-01/12	ACCT. 1861	60.71
KEARNEY, JOHN	020812	Reimbursement for Concession Stand Supplies	1,053.03
SYSCO	202020232	Supplies	206.46
<b>18-4510-3310 STATE SALES TAX-PARK</b>			
STATE TAX COMMISSION	01/31/12	Sales Tax 01/01/12 - 01/31/12	297.48
<b>18-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
US BANK	01/25/12	Fuel	44.11
UNITED OIL	684156	ACCT. 37268	219.66
UNITED OIL	686790	ACCT. 37268	520.34
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
CLEAR CREEK DISPOSAL	620360	ACCT. 56339	162.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
CLEAR CREEK LAND CO. LLC	7416	Storage Unit	70.00
<b>18-4510-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
US BANK	01/25/12	ISA Membership	125.00
<b>18-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	01/25/12	Training Expenses	291.03
<b>18-4510-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1198834782	ACCT. 74754376	1.74
<b>18-4510-5200 UTILITIES</b>			
IDAHO POWER	1390712010-01	ACCT. 1390712010	193.95
IDAHO POWER	37232923535-0	ACCT. 3732923535	50.94
IDAHO POWER	8683267905-01	ACCT. 8683267905	277.10
IDAHO POWER	8683267905-09	ACCT. 8683267905	359.92
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	64.42
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	311.46
<b>18-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
LES SCHWAB	622347	Parts & Supplies	153.89
RIVER RUN AUTO PARTS	6538-41693	Parts & Supplies	71.48
<b>18-4510-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
CHATEAU DRUG CENTER	757743	Supplies	13.29
CHATEAU DRUG CENTER	759824	Supplies	60.74
A.C. HOUSTON LUMBER CO.	14-100794	Supplies	13.17
PIPECO, INC.	106692	Supplies	15.74
PLATT	1077803	Supplies	200.02
Total PARKS AND RECREATION:			13,443.35
Total PARKS AND RECREATION FUND:			13,443.35
<b>LOCAL OPTION SALES TAX FUND</b>			
<b>LOCAL OPTION SALES TAX</b>			
<b>22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	182.76
<b>22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	46.90
<b>22-4910-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	7.42
Total LOCAL OPTION SALES TAX :			237.08
Total LOCAL OPTION SALES TAX FUND:			237.08
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	853.18
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	647.86

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	29.89
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
TREASURE VALLEY COFFEE IN	2160:02709473	COFFEE	57.60
UNIFIED OFFICE SERVICES	130784	Office Supplies	25.19
<b>63-4340-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400110932	ACCT. 241076900	91.52
AMERIPRIDE LINEN	2400110933	ACCT. 241076901	15.97
CHATEAU DRUG CENTER	765243	Supplies	39.84
GO-FER-IT	1498072	Shipping Services	12.00
GO-FER-IT	1605949	Shipping Services	12.00
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
GO-FER-IT	1605947	Shipping Services	12.00
MAGIC VALLEY LABS, INC.	37872	Testing	56.00
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	686793	ACCT. 37271	672.99
UNITED OIL	686793	ACCT. 37271	44.56
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E229193	Supplies	243.00
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
MOORE SMITH BUXTON & TUR	42181	1536-03 - General	19.50
WATER DISTRICT 37 & 37M	03,12	Water Rights Annual	200.39
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
TOGNONI, GIO	010912	Ferguson Waterworks Training	30.00
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
DIG LINE	42975	Locates	31.91
CENTURY LINK	1198834782	ACCT. 74754376	4.61
WHITE CLOUD COMMUNICATIO	66340	Radio	60.00
<b>63-4340-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	8404	Computer Maintenance	310.00
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	3783680562-01	ACCT. 3783680562	5,822.17
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	304.45
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
A.C. HOUSTON LUMBER CO.	14-299502	Supplies	8.10
LUTZ RENTALS	12810-1	Supplies	17.20
PIPECO, INC.	106705	Supplies	35.91
RIVER RUN AUTO PARTS	6538-41872	Parts & Supplies	23.80
RIVER RUN AUTO PARTS	6538-41925	Parts & Supplies	21.00
SAFETY-KLEEN CORP.	56857975	Supplies	178.44
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
MAGIC VALLEY BUSINESS SYST	C14939	Copier Maintenance	14.52
PIPECO, INC.	106561	Supplies	2.09

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-7800 CONSTRUCTION</b>			
LUNCEFORD EXCAVATION, INC.	4212	Excavation	7,227.29
<b>63-4340-7850 CAPITAL PROJECTS</b>			
UNITED PIPE & SUPPLY	8808290	SUPPLIES	173.41
Total WATER EXPENDITURES:			17,298.39
Total WATER FUND:			17,298.39
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7100 PROPERTY &amp; EASEMENT EXPENSE</b>			
BUREAU OF LAND MANAGEME	2012011411	Right-of-Way Renewal	500.00
BUREAU OF LAND MANAGEME	2012011412	Right-of-Way Renewal	25.00
Total WATER CIP EXPENDITURES:			525.00
Total WATER CAPITAL IMPROVEMENT FUND:			525.00
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	2,425.89
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	12/31/11	HRA Claims	1,188.60
<b>65-4350-2550 HEALTH-VISION-CAFETERIA ADMIN</b>			
NBS-NATIONAL BENEFIT SERVI	368002	HRA Administration	52.04
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	130784	Office Supplies	25.19
<b>65-4350-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400110933	ACCT. 241076901	15.98
AMERIPRIDE LINEN	2400110934	ACCT. 241021000	218.12
CHATEAU DRUG CENTER	760962	Supplies	31.95
GO-FER-IT	1605926	Shipping Services	12.00
GO-FER-IT	1605927	Shipping Services	12.00
GO-FER-IT	1605928	Shipping Services	12.00
GO-FER-IT	1605929	Shipping Services	12.00
GO-FER-IT	1605930	Shipping Services	12.00
GO-FER-IT	1605931	Shipping Services	12.00
GO-FER-IT	1605932	Shipping Services	12.00
GO-FER-IT	1605933	Shipping Services	12.00
GO-FER-IT	1605934	Shipping Services	12.00
GO-FER-IT	1605935	Shipping Services	12.00
GO-FER-IT	1605936	Shipping Services	12.00
TREASURE VALLEY COFFEE IN	2160:02709450	COFFEE	72.55
UPS STORE #2444	020112	Shipping	100.75
SHERWIN-WILLIAMS CO.	1575-9	Supplies	16.36
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	686792	ACCT. 37270	238.52
UNITED OIL	686793	ACCT. 37271	44.57

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E229027	Supplies	312.51
GENERAL CHEMICAL	90463580	Chemicals	5,649.94
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	30579	Testing	35.00
MAGIC VALLEY LABS, INC.	37873	Testing	152.00
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
HOLIDAY INN	4513	Lodging for Dave Taylor	149.04
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
DIG LINE	42975	Locates	31.91
CENTURY LINK	1198834782	ACCT. 74754376	7.88
WHITE CLOUD COMMUNICATIO	66340	Radio	60.00
<b>65-4350-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	8404	Computer Maintenance	340.00
<b>65-4350-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	2,120.47
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	725210	Battery	107.47
SAFETY-KLEEN CORP.	56857975	Supplies	120.27
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
CHARLIE'S HEATING &	12.35	Repair Incubator	475.50
US BANK	01/25/12	Sampler Compressor	195.20
XYLEM WATER SOLUTIONS U.S.	7669796	Supplies	706.13
MAGIC VALLEY BUSINESS SYST	C14939	Copier Maintenance	14.52
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
AMERIPRIDE LINEN	2400110934	ACCT. 241021000	38.49
KETCHUM COMPUTERS, INC.	8404	Computer Maintenance	30.00
TREASURE VALLEY COFFEE IN	2160:02709450	COFFEE	66.30
WHITE CLOUD COMMUNICATIO	66340	Radio	24.00
Total WASTEWATER EXPENDITURES:			15,199.15
Total WASTEWATER FUND:			15,199.15
<b>FIRE TRUST FUND</b>			
<b>FIRE TRUST EXPENDITURES</b>			
<b>92-4900-7500 AUTOMOTIVE EQUIPMENT</b>			
CONSOLIDATED ELECTRICAL D	3755-527970	Supplies	32.22
L.N. CURTIS & SONS	3118984-00	Supplies	636.24
GALL'S	511920538	Supplies	218.22
<b>92-4900-7600 OTHER MACHINERY &amp; EQUIPMENT</b>			
US BANK	01/25/12	Supplies for New Expedition	629.03
Total FIRE TRUST EXPENDITURES:			1,515.71
Total FIRE TRUST FUND:			1,515.71

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>DEVELOPMENT TRUST FUND</b>			
<b>DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-6600 REFUNDS-P&amp;Z RETAINER FEES</b>			
BENCHMARK ASSOCIATES	020912	Retainer Refund	281.89
LAWSON & LASKI, PLLC	020912	Retainer Refund	275.00
RUTHERFORD, JACK	020912	Retainer Refund	97.07
PETERS, JAKE	020912	Retainer Refund	13.30
SMITH, BRUCE	020912	Retainer Refund	271.42
COOK, STEVE	020912	Retainer Refund	1,025.00
WILLIAM VANDERBILT	020912	Retainer Refund	235.19
PHILIP & JENNIFER DINAPOLI	020912	Retainer Refund	264.07
KENDALL & WEBB	020912	Retainer Refund	210.52
Total DEVELOPMENT TRUST EXPENDITURES:			2,673.46
Total DEVELOPMENT TRUST FUND:			2,673.46
Grand Totals:			201,269.41

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

# City of Ketchum, Idaho

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



February 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Schuchart/Dow Right-of-Way Encroachment Permit Application & Agreement

**FILE NUMBER:** 12-003

**OWNER:** Schuchart/Dow Inc.

**REPRESENTATIVE:** Michael Smith

**REQUEST:** Right-of-Way Agreement for existing porch overhanging sidewalk and door canopy

**LOCATION:** Ketchum Townsite: Block 17, SW 23' x 30' of Lot 4 : Lot 4, (271 Sun Valley Road, aka "Dynamite Shed" and previously the Bobbie Burns retail store)

**ZONING:** Community Core (CC)

**ATTACHMENTS:**

A. Right-of-Way Encroachment Agreement

### Introduction/History

In 2011, the Planning Commission approved of a conditional use to allow the use of the subject property as an office (ground floor) and a dwelling unit (2<sup>nd</sup> floor). Following such approval and preceding a building application, the Planning Division received an application for an Administrative Design Review Exemption (ADRE) for minor exterior improvements, including a new canopy over the main door. As part of handling this latest application, there is an opportunity to have the applicants gain appropriate approvals for use of the city right-of-way in that there is an existing encroachment (porch and roof) and a proposed encroachment (new door canopy).

### Current Report

The requested right-of-way use is for an existing porch and roof structure approximately 5' x 23' in size, and 11' (at the lowest clearance) above the sidewalk, and a horizontal steel plate entry canopy above the door, approximately 4' x 3' in size, and 8' above the sidewalk. The Fire and Street Departments have no issues regarding the proposed encroachment permit. This item is a minor, straightforward request that brings the applicant into compliance with city rules for using city right-of-way.

### Financial Requirement/Impact

There is not financial requirement or impact associated with this agreement. The Right-of-Way Agreement is intended to help protect the City in the event that the structural encroachments were to pose an issue for the City.

### Recommendation

I respectfully recommend the City Council (1) allow the use of the public right-of-way for the existing porch overhang and new door canopy by approving the Right-of-Way Encroachment Permit with the owners of the subject property, and (2) authorize the Mayor to sign the agreement which officially executes the permit.

### Suggested Motion

"I move to approve the proposed right-of-way encroachment permit application by Schuchart/Dow Inc., and authorize the Mayor to sign a Right-of-Way Encroachment Permit agreement with said owners."

Sincerely,



Joyce Allgaier  
Planning Manager



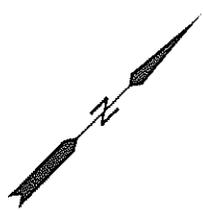
APPROXIMATE OUTSIDE OF STONE BUILDING  
ROOF EAVE OVERHANG NOT SHOWN.

S 44°42'40" E 30.01 APPROXIMATE PROPERTY LINE

60.0' ROW

LOT 3 AMENDED  
INST. NO. 297871

LOT 4 REMAINDER



N 45°16'36" E 23.00

FD 5/8" REBAR  
BUTLER

ELEC METER  
GAS METER

N 44°42'40" W 30.01

BUILDING

BUILDING

30.01

BACK OF SIDEWALK

ALLEY

S 45°16'09" W 23.00

APPROX. BALCONY ABOVE

SIDEWALK

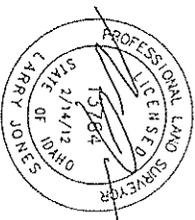
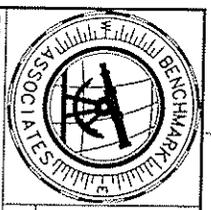
FLOWLINE CURB

SUN VALLEY ROAD

**NOTES**

1. GENERAL RESTRICTIONS & TIME INFORMATION:
2. THE PURPOSE OF THIS MAP IS TO SHOW THE APPROXIMATE BALCONY OVERHANG ABOVE THE SIDEWALK.
3. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
4. A TITLE POLICY HAS NOT BEEN SUBMITTED TO BENCHMARK ASSOCIATES, NOR HAS A TITLE SEARCH BEEN REQUESTED. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP. IT IS THE RESPONSIBILITY OF THE OWNER OR AGENT TO REQUEST OR FURNISH SAID INFORMATION.
5. EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:
6. BUILDING AREA, SETBACK AND FOOTPRINT REQUIREMENTS IF SHOWN ARE PER CURRENT CITY OF KETCHUM ORDINANCES. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN OR SHOWN ON THIS MAP. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL ESTATE EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS OR ANY OTHER LAND-USE REGULATIONS.
7. BASIS OF BEARINGS IS PER BLOCK 17 BREAKDOWN FROM SURVEY MAP DATE 12/20/2007 BY BENCHMARK ASSOC., BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER BLOCK BREAKDOWN AND THE LOT LINE SHIFT PLAN OF AMENDED LOTS 2, 3, & 4 BLOCK 17 BY CALENA ENGINEERING INC., DATED SEPT 1988. REFER TO THE CITY OF KETCHUM ORDINANCES FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
8. UTILITIES AND DRAIN PIPES, IF SHOWN HEREON ARE PER SURFACE EXPENSE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
9. BUILDING WALLS SHOWN HEREON ARE APPROXIMATE OUTSIDE FACE OF ROCK BUILDING UNLESS OTHERWISE NOTED.
10. SNOW, COVERING THE GROUND AT THE TIME OF SURVEY, MAY HAVE OBSCURED DETAILS. FEATURES CONCEALED BY SNOW DO NOT APPEAR ON THIS MAP.

20.00



PROJECT NO. 12011  
A LIMITED SITE MAP  
DATE OF SURVEY: 2/14/2012  
DWG. BY: DWS  
CRD: 12011.CRD  
LAYOUT: 11X17  
SHEET: 1 OF 1

PREPARED FOR : SCHUCHART/DOW  
KETCHUM BLOCK 17  
REMAINDER OF LOT 4  
LOCATED WITHIN:  
KETCHUM TOWNSITE  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY ATTORNEY  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340

---

## RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 2012, by and between Schuchart Dow, (collectively referred to as "Owner"), whose address is 4001 Aurora Ave N. Seattle, WA 98103, and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

### RECITALS

WHEREAS, Owner is the owner of real property described as Lot 4, Block 17, Ketchum Townsite Subdivision ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit an existing porch and roof structure on the second floor and a door entry canopy that overhangs within the public right-of-way of Sun Valley Road, adjacent to as Lot 4, Block 17, Ketchum Townsite Subdivision, as shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement; and

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

### TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the Improvements identified in Exhibit "A" within the public right-of-way of Sun Valley Road, located adjacent to the real property described as Lot 4, Block 17, Ketchum Townsite Subdivision, Ketchum, Idaho, until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or

proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

13. The lighting shall be required to meet Ketchum's Dark Skies Ordinance, Ketchum Municipal Code, Title 17, Chapter 17.132. Cut sheets for the proposed fixtures shall



Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

EXHIBIT "A"

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council</u>
il Naso	X		X			7/18/2011
Johnny G's Sub Shack	X					8/1/2011
Clarion Inn of Sun Valley	X		X			8/1/2011
Rickshaw Inc	X		X			8/1/2011
Sayvour	X		X			8/1/2011
Mama Inez	X					8/1/2011
Java on Fourth	X		X			8/1/2011
Irving's Red-Hots	X					10/3/2011
Starbucks Coffee	X		X			10/17/2011
Sawtooth Brewery LLC	X	X	X			11/7/2011
Grill at Knob Hill	X		X			11/7/2011
Thai Cuisine	X		X			12/5/2011
Tranquility Teahouse	X		X			12/5/2011
Night Kitchen LLC	X				X	2/7/2012
A Taste of Thai Sun Valley	X	X	X	X		2/21/2012

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

Mar.

To the City Council, Ketchum, Idaho

Year Applying for ~~August 1, 2011~~ - July 31, 2012

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

1.	<b>BEER LICENSE</b>	Fee	
	<input type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	<del>200.00</del> 83.35
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	<del>50.00</del> 20.85
2.	<b>WINE LICENSE</b>		
	<input type="checkbox"/> Wine, to be consumed on premises:	\$	<del>200.00</del> 83.35
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	<del>200.00</del> 83.35
3.	<b>LIQUOR LICENSE</b>		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>270.90</u>

STATE LICENSE NO. \_\_\_\_\_ COUNTY LICENSE NO. \_\_\_\_\_ (copies attached)

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

Name of Applicant NARONG KONGRIT  
 D/B/A A TASTE OF THAI SUNNVALLEY  
 Mailing Address 380 FIRST AVE NORTH. KETCHUM ID 83340  
 Phone Number (208) 726-7155

Physical Address of business where license will be displayed 380 FIRST AVE. NORTH. KETCHUM ID 83340.

Record owner of the property FELIX GONZALEZ PO BOX 1476 KETCHUM ID 83340 (208) 726-2429.

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

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

**If Applicant Is A Partnership or Corporation:**

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

If a partnership, give the names and addresses of all partners: -

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

Applicant Narong Kongrit Relation to Business Owner.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

Kathleen Schwanenberger  
Notary Public or City Clerk or Deputy

License Fee Received \$ 270.90

License No. 1481-A

Approved by City of Ketchum, ID \_\_\_\_\_

By \_\_\_\_\_ Mayor

Feb 21, 12