

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

**Monday, August 20, 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
- 5:30 2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.  
a) Discussion on scheduling a Council Retreat - Mayor Randy Hall.
3. COMMUNICATIONS FROM THE PUBLIC.
- 5:50 a) Communications from the public.
- 6:05 b) Local Option Tax ballot measure for Air Service Retention - Fly Sun Valley. Tab 1  
1) Ordinance 1097: Amending Ordinance 712, Which Provides for the Imposition of Local Option Taxes; Providing a Severability Clause; Providing for Publication; Providing a Repealer Clause; and Providing for an Effective Date.  
2) Resolution 12-014: Proclaiming a Special City Election to be held on November 6, 2012, and Ordering the City Clerk to give Notice of such Election.
- 7:00 c) Update on Blaine County Recycling Program - Blaine County Recycling Advisory Committee. Tab 2
4. COMMUNICATIONS FROM CITY STAFF.
- 7:30 a) Recreation and Public Purposes Patent Process Update - Jennifer L. Smith, Director of Parks & Recreation. Tab 3
- 7:50 5. COMMUNICATIONS FROM THE PRESS.
6. AGREEMENTS AND CONTRACTS.
- 7:55 a) Lane Mercantile Building Temporary Lease for Wagon Days Headquarters and authorization to facilitate credit card transactions - Wagon Days Committee. Tab 4
- 8:05 b) Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement - Wagon Days Committee. Tab 5
- 8:15 c) Contract for Independent Audit Services - Sandy Cady, City Treasurer/Clerk. Tab 6
- 8:25 d) Proposal from Abatement Pro to mitigate the asbestos containing roofing material on City Hall - Mike Elle, Fire Chief.**
7. RESOLUTIONS.
- 8:30 a) Resolution 12-012: Providing for Publication of Notice of Public Hearing and for Public Hearing for an Amendment to the 2011-12 Fiscal Year Budget - City Administrator Gary Marks. Tab 7
- 8:40 b) Resolution 12-013: Authorizing Exempt Employees to be Compensated for Hours Worked in Excess of a Normal Work Week Under Certain Circumstances - Mike Elle, Fire Chief. Tab 8
- 8:50 8. CONSENT CALENDAR. Tab 9  
a) Approval of minutes from the August 6, 2012 Council meeting.

- b) Recommendation to approve current bills and payroll summary.
- c) Approval of 2012-13 Liquor, Beer & Wine Licenses.

9. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).

#### 10. 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



August 15, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## August 20, 2012 City Council Agenda Report

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

### 2. COMMUNICATIONS FROM THE MAYOR AND COUNCIL.

#### a) Discussion on scheduling a Council Retreat - Mayor Randy Hall.

Mayor Hall will lead a discussion on scheduling a Council Retreat.

RECOMMENDATION: None at this time.

**RECOMMENDED MOTION: None.**

This is a legislative matter.

### 3. COMMUNICATIONS FROM THE PUBLIC.

#### b) Local Option Tax ballot measure for Air Service Retention - Fly Sun Valley.

1) Ordinance 1097: Amending Ordinance 712, Which Provides for the Imposition of Local Option Taxes; Providing a Severability Clause; Providing for Publication; Providing a Repealer Clause; and Providing for an Effective Date.

2) Resolution 12-014: Proclaiming a Special City Election to be held on November 6, 2012, and Ordering the City Clerk to give Notice of such Election.

Fly Sun Valley Alliance is seeking Council approval of a ballot measure for the November 6, 2012 Election to consider a 1% increase in the Local Option Tax for air service retention. Referring a ballot measure to the City's electorate requires adoption of an ordinance detailing the proposal and a resolution providing notice.

A copy of the draft Joint Powers Agreement has been provided in the packet for review purposes. In context with the agreement, staff is seeking Council direction related to the administrative costs that will be associated with implementing an additional 1% increase in the Local Option Tax. It should be

noted from the onset of this discussion that these expenses will be paid for from one of two primary revenue sources. These include the LOT Tax, which creates the expense and which is paid for by community visitors and residents, or the property tax, which is paid exclusively by property taxpayers.

There are two categories of administrative expense to consider.

First, there will be initial "start-up" costs associated with the additional tax. These will include mailing 800 new tax booklets and letters (and the cost of printing the booklets), resetting the fees and the forms on the system software, making changes to the monthly reports and the time of the LOT Tax Clerk to educate businesses and taxpayers as questions and concerns are received. The materials cost for the start-up phase is expected to cost approximately \$2,430. The costs for the extra time needed for the LOT Tax Clerk are expected to be minimal and can be absorbed as is. Finally, there will be costs associated with the time of the City's attorneys in the preparation of documents related to the election. These legal costs are unknown at this time but can likely be absorbed under the City's legal retainer. It is the staff's recommendation that initial start-up costs be absorbed.

Second, there will be on-going administrative expense related to the new 1% tax. These expenses will include staff time to facilitate the City's participation in the Sun Valley Air Service Board, as described in the draft joint powers agreement. It is estimated that 60 hours annually in preparation time, meeting time, staff meeting time and time to facilitate Council reports and meeting activities will be needed to support these requirements. This equates to approximately \$7,500 annually, which also equates to about 0.5% (or ½%) of the expected revenue stemming from a 1% LOT tax increase (which is estimated to realize \$1,518,400). The LOT Tax Clerk currently spends approximately 75% of her time associated with the day-to-day implementation of the tax. It is estimated that this amount will increase by 10% to a total of 85%. This equates to an additional cost of \$7,500. As described in the first example above, the additional cost associated with the LOT Tax Clerk equates to another 0.5% (or ½%).

The City currently collects approximately \$1.7 million in LOT revenue and incurs \$196,641 (as projected for the FY2012-13 budget) in overhead expenses inclusive of staff time and materials and services expenses. Provided the new 1% tax is approved and implemented, staff is seeking policy direction from the City Council as to whether these costs should be absorbed exclusively by the current \$1.7 million revenue collection, or if all administrative costs of the tax should be shared proportionately by both components of the tax (i.e. the current \$1.7 million and the expected \$1.5 million). If the option of proportional expense sharing is adopted the new 1% would be expected to pay for about 47% these costs. These would equate to approximately \$91,685, or about 5.5% of the new revenue stream.

Thus, staff is suggesting two options to select from concerning administrative costs.

Option A: Charge the new 1% component of the LOT tax a 1% administrative fee (i.e. ½% for administrative support and ½% for implementation expense). This equates to about \$15,000 annually and effectively reserves all existing costs of implementing the LOT tax to the City's existing collection.

Option B: Adopt a proportional expense distribution for the LOT tax wherein both the City's existing collections and the new 1% share proportionally in administrative costs, inclusive of the new costs identified above. This equates to a 6.5% administrative fee (i.e. 5.5% for overall existing costs plus the new ½% for administrative support and ½% for implementation expense). This equates to a proportional share of approximately \$50,000 annually for the new 1% component of the LOT tax.

Detailed staff reports from Lisa Horowitz and Sandy Cady on other matters related to the LOT tax ballot measure have been provided in the packet for Council review.

**RECOMMENDATION:** There is no recommendation from staff on the matter of the ballot measure. Should the Council decide to take action on Ordinance 1097 and place the matter on the ballot, the ordinance-related motions listed below would apply.

In the event that the Council adopts Ordinance 1097, staff recommends approval of Resolution 12-014 which provides notice of the election.

Regarding the administrative expense matter, staff respectfully requests that the City Council provide direction concerning the methodology (i.e. Option A or B) to be used in distributing the administrative costs of the LOT should the proposed ballot measure be approved.

**RECOMMENDED MOTION:**

**ORDINANCE 1097:**

**1<sup>st</sup> MOTION:** *"I move to waive the three readings of Ordinance 1097, and read by title only, pursuant to Idaho Code 50-902."*

**2<sup>nd</sup> MOTION:** *"I move to adopt Ordinance 1097, an ordinance of the City of Ketchum, Idaho, amending Ordinance 712, which provides for the imposition of local option taxes; providing a severability clause; providing for publication; providing a repealer clause; and providing for an effective date."*

**RESOLUTION 12-014:**

*"I move to approve Resolution 12-014, proclaiming a special city election to be held on November 6, 2012, and ordering the City Clerk to give notice of such election."*

**ADMINISTRATIVE EXPENSES:**

**OPTION A:** *"I move to direct staff to use Option A as described in the August 15, 2012 City Administrator's report for the distribution of LOT expense."*

**OPTION B:** *"I move to direct staff to use Option B as described in the August 15, 2012 City Administrator's report for the distribution of LOT expense."*

This is a legislative matter.

- c) Update on Blaine County Recycling Program - Blaine County Recycling Advisory Committee.

Representatives of the Blaine County Recycling Advisory Committee will update the Council on changes to the County's recycling program. A staff report from Joyce Allgaier has been provided in the packet for Council review.

RECOMMENDATION: None at this time.

**RECOMMENDED MOTION: None.**

This is a legislative matter.

**4. COMMUNICATIONS FROM CITY STAFF.**

- a) Recreation and Public Purposes Patent Process Update - 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: None at this time.

**RECOMMENDED MOTION: None.**

This is a legislative matter.

**6. CONTRACTS AND AGREEMENTS.**

- a) Lane Mercantile Building Temporary Lease for Wagon Days Headquarters and authorization to facilitate credit card transactions - Wagon Days Committee.

The Wagon Days Committee is seeking Council approval of a two-week lease of the Lane Mercantile Building to facilitate the activities of Wagon Days. The lease is in an amount not to exceed \$500. Additionally, the Committee is seeking authorization to use an electronic software application that will allow

the public to use credit cards for purchases of Wagon Days items. A copy of the proposed lease and a detailed staff report from Katie Carnduff, the City's representative on the Wagon Days Committee, have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve a two-week lease of the Lane Mercantile Building in an amount not to exceed \$500 for the purposes of Wagon Days Headquarters, and the use of the Ore Wagon Restoration Bank Account to setup "Square" to process credit cards for the Wagon Days Event.

**RECOMMENDED MOTION: "I move to approve the two-week lease of the Lane Mercantile Building in an amount not to exceed \$500 for the purposes of Wagon Days Headquarters, and the use of the Ore Wagon Restoration Bank Account to setup "Square" to process credit cards for the Wagon Days Event."**

This is a legislative matter.

- b) Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement - Wagon Days Committee.

The subject agreement will engage the Blackjack Ketchum Shoot-Out Gang to provide a total of three performances during the Wagon Days celebration. The agreement is in the amount of \$2,500 and will be paid from the Wagon Days Fund. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement in the amount of \$2,500.

**RECOMMENDED MOTION: "I move to approve the Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement in the amount of \$2,500."**

This is a legislative matter.

- c) Contract for Independent Audit Services - Sandy Cady, City Treasurer/Clerk.

Staff is seeking Council approval of an Independent Auditor Service Contract with Dennis R. Brown, CPA for auditing services for Fiscal Years 2011-12, 2012-13, 2013-14. Fees for each of the fiscal years are \$7,400, \$7,600 and \$7,800, respectively. A copy of the contract and a staff report from Sandy Cady have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the contract for auditing services with Dennis R. Brown, CPA.

**RECOMMENDED MOTION: “I move to approve the contract for auditing services with Dennis R. Brown, CPA.”**

This is a legislative matter.

7. RESOLUTIONS.

- a) Resolution 12-012: Providing for Publication of Notice of Public Hearing and for Public Hearing for an Amendment to the 2011-12 Fiscal Year Budget - City Administrator Gary Marks.

Resolution 12-012 authorizes the publication of a notice of public hearing to be conducted on September 4, 2012 for the purpose of amending the FY2011-12 Budget. The amendments will address the repairs to the City Hall roof located over the Fire Department, an adjustment to the In-Lieu Housing Fund and the appropriations in the new Park and Recreation Trust Fund. A staff report from Sandy Cady has been provided in the packet for Council review.

**RECOMMENDATION:** Staff respectfully recommends the City Council approve Resolution 12-012, providing for publication of notice of public hearing and for public hearing to be held on September 4, 2012 for an amendment to the Fiscal Year 2011-2012 Budget.

**RECOMMENDED MOTION: “I move to approve Resolution 12-012, providing or publication of notice of public hearing and for public hearing for an amendment to the FY2011-2012 Budget.”**

This is a legislative matter.

- b) Resolution 12-013: Authorizing Exempt Employees to be Compensated for Hours Worked in Excess of a Normal Work Week Under Certain Circumstances - Mike Elle, Fire Chief.

Fire Chief Mike Elle is seeking authorization for exempt employees to be compensated for hours worked in excess of a normal work week under certain circumstances. This request rises from a situation in the Fire Department where exempt employees cannot use accrued compensatory time when deployed to assist other agencies. A copy of Resolution 12-013 and a detailed staff report from Chief Elle has been provided in the packet for Council review.

**RECOMMENDATION:** Staff respectfully recommends the City Council approve Resolution 12-013, authorizing exempt employees to be compensated for hours worked in excess of a normal work week under certain circumstances.

**RECOMMENDED MOTION: “I move to approve Resolution 12-013, authorizing exempt employees to be compensated for hours worked in excess of a normal work week under certain circumstances.”**

This is a legislative matter.

8. CONSENT AGENDA.

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

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

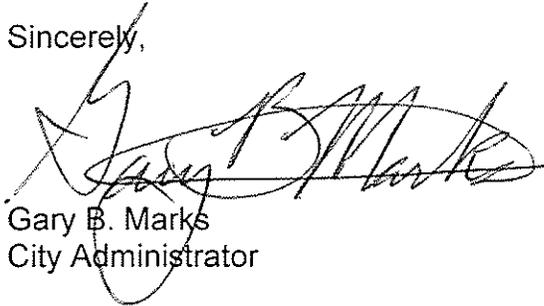
- b) Recommendation to approve current bills and payroll summary.

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

- c) Approval of 2012-13 Liquor, Beer & Wine Licenses.

Staff respectfully recommends the Council approve the 2012-13 Liquor, Beer and Wine Licenses listed in the packet.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary B. Marks". The signature is written in a cursive style with a large, sweeping initial "G".

Gary B. Marks  
City Administrator

# City of Ketchum, Idaho

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



August 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Fly Sun Valley Alliance regarding a request for a ballot measure to increase Local Option Tax by 1% and consideration of Ordinance 1097**

Attachment 1: Sample Ballot Language  
Attachment 2: Draft Joint Powers Agreement  
Attachment 3: Ordinance 1097

### Introduction/History

The City Council heard a presentation by Fly Sun Valley Alliance at their July 16, and August 6, 2012 meetings regarding their request for a ballot measure to increase LOT by 1% for a five (5) year period. Both meetings included a presentation by FSVA, comments from the public and questions from City Council members. A web site has also been created to answer questions from the public and interested parties: <http://yestoair.com>.

### Current Report

FSVA has presented twice to the City of Sun Valley, and is scheduled for their second presentation to the City of Hailey on August 20<sup>th</sup>. Updates on comments from other cities will be brought to the meeting.

City Attorneys from all three cities have met again regarding the draft Joint Powers Agreement (Attachment 2 to this report). A clean and a markup version are attached. Changes shown in blue on the markup are suggested by the City of Sun Valley and have not been reviewed by Ketchum or Hailey legal counsel.

No changes have been made to the sample ballot presented at the last meeting. It is attached again (Attachment 1) for reference and discussion purposes.

Placing a measure on the ballot is accomplished by Ordinance. The City Attorney, in consultation with the City Clerk, has drafted Ordinance 1097 (Attachment 3). This is the third public meeting on the ballot language. The ballot language attached to the Ordinance has not changed since the previous Council meeting. As a formality, the City will need to waive the three readings of Ordinance #1097.

Financial Requirement/Impact

City Administrator Gary Marks estimates that, based on the past 12 month rolling revenue totals for LOT (June 2011 through May 2012), a 1% increase of Ketchum LOT across the board for all categories (retail, liquor, building materials, hotel rooms and condos) would yield a revenue of \$1,518,400. The City Administrator will provide a recommendation on estimated costs to administer the new LOT at the meeting.

Recommendation

The decision to place this matter (or any matter) on the ballot before the voters is a political decision. Best practices do not encourage city staff members to be involved in any political matters coming before the City. The role of staff in this process will be merely one of helping to disseminate information to voters, the business community and other interested parties. Therefore, this staff report and future staff reports will not contain recommendations other than legal guidance regarding various legal issues related to balloting and the Joint Powers Agreement. According to City Clerk Sandy Cady, September 7 is the last day for the clerk to certify nominees and "any special questions placed by action of the governing board of the political subdivision for the November 6 election." (per Idaho Code 34-1404).

Recommended Motion:

There is no recommendation from staff on this matter. The Council may wish to take action on Ordinance 1097 if they choose to place this matter on the ballot. If so, the following motions apply:

1<sup>st</sup> MOTION: *"I move to waive the three readings of Ordinance 1097, and read by title only, pursuant to Idaho Code 50-902".*

2<sup>nd</sup> MOTION: *"I move to adopt Ordinance 1097, an ordinance of the City of Ketchum, Idaho, "(title)" (Roll call required).*

Sincerely,

Lisa Horowitz  
Community and Economic Development Director

**ORDINANCE NUMBER 1097**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE 712, WHICH PROVIDES FOR THE IMPOSITION OF LOCAL OPTION TAXES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Ketchum is authorized to collect local option taxes pursuant to Ordinance 712 and Ordinance 1090, and

**WHEREAS**, the City of Ketchum has determined it is in the best interests of the public to amend Ordinance 712 to provide for an increase to the local-option nonproperty tax for the purpose of maintaining and increasing commercial air service; and

**WHEREAS**, the City of Ketchum desires to amend Ordinance 712 to increase its local-option nonproperty tax for a period of five years for the purposes set forth in the ballot.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:**

**SECTION 1.** The following ballot shall be submitted to the registered voters of the City of Ketchum at the November 6, 2012 election and Ordinance 712 shall be amended as provided for in the ballot provided that the ballot is approved by sixty percent of the registered voters that vote on such ballot:

**SPECIAL NON PROPERTY TAX ELECTION**

**CITY OF KETCHUM  
STATE OF IDAHO  
November 6, 2012**

**QUESTION:** Shall the City of Ketchum, Idaho (the "City") adopt Ordinance No. 1097, which shall provide for the imposition and collection of, for a period of five (5) years from its effective date of January 1, 2013, certain local option nonproperty taxes to raise the current rates of LOT as follows:

(A) **An additional one percent (1%)** food and beverage tax on the sale price on all sales transactions described: as furnishing, preparing, or service food, meals, or drinks and nondepreciable goods and services directly consumed by customers included in the charge thereof.

(B) **An additional one percent (1%)** tax on the sales price of the following sales: the lease or rental of tangible personal property; any sale, regardless where generated, for admission to a place for an event taking place within the City of Ketchum; any sale, regardless where generated, for the use of the privilege of using tangible personal property or facilities for recreation in the City of Ketchum.

(C) **An additional one percent (1%) tax on the sale price of all remaining tangible personal property not described in (B) above.**

(D) **An additional one percent (1%) tax on the sale of all ski lift tickets and season ski passes.**

(E) **An additional one percent (1%) hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes or other sleeping accommodations or living unit.**

(F) **An additional one percent (1%) liquor-by-the-drink sales tax on all sales at retail of liquor-by-the-drink, including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises or at an event or activity in the City of Ketchum.**

(1) The purposes for which the revenues derived from the additional one percent (1%) of each of said taxes shall be used, pursuant to a joint powers agreement, are as follows:

- a) maintaining and increasing commercial air service to Friedman Memorial Airport through the use of Minimum Revenue Guarantees or other inducements to providers;
- b) promoting the existing service and any future service to increase passengers;
- c) for all ancillary costs which are associated with the ongoing effort to maintain and increase commercial air service, including reasonable program management costs; and
- d) direct costs to collect and enforce the tax, including administrative and legal fees.

all as provided in Ordinance No. 1097 adopted by the Council of the City on August 20, 2012.

<b>IN FAVOR</b>	→	<input type="checkbox"/>
<b>AGAINST</b>	→	<input type="checkbox"/>

**SECTION 2. SEVERABILITY CLAUSE.** If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 3. PUBLICATION.** This Ordinance shall be published once in the official newspaper of the City.

Ordinance No. 1097

**SECTION 4. REPEALER CLAUSE.** All City of Ketchum code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect on January 1, 2013, after voter approval, passage by City Council and Mayor, and publication according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this 20th day of August, 2012.

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

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:

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

\_\_\_\_\_  
City Attorney

DRAFT BALLOT QUESTION

SPECIAL NON PROPERTY TAX ELECTION

CITY OF KETCHUM  
STATE OF IDAHO

November 6, 2012

QUESTION: Shall the City of Ketchum, Idaho (the "City") adopt Ordinance No. [\_\_\_\_], which shall provide for the imposition and collection of, for a period of five (5) years from its effective date of \_\_\_\_\_, 2012, certain non-property taxes to raise the current rates of LOT as follows:

(A) A one percent (1%) food and beverage tax on the sale price on all sales transactions described: as furnishing, preparing, or service food, meals, or drinks and nondepreciable goods and services directly consumed by customers included in the charge thereof.

(B) A one percent (1%) tax on the sales price of the following sales: admission to a place for an event in the City of Ketchum; the use of or privilege of using tangible personal property or facilities for recreation, including golf membership and fees, but not ski lift facilities; providing hotel, motel, campground, or trailer court accommodations, nondepreciable goods directly consumed by customers and included services, except where residence is maintained continuously under the terms of a lease or similar agreement for a period in excess of thirty (30) days; the lease or rental of tangible personal property; the interstate transportation for hire by air of freight or passenger, except (1) as part of a regularly scheduled flight by a certified air carrier, under authority of the United States, or (2) when providing air ambulance services; any sale, regardless where generated, for admission to a place for an event taking place within the City of Ketchum; any sale, regardless where generated, for the use of the privilege of using tangible personal property or facilities for recreation in the City of Ketchum.

(C) A one percent (1%) tax on the sale price of all remaining tangible personal property not described in (B) above.

(D) A one percent (1%) tax on the sale of all ski lift tickets and season ski passes.

(E) A one percent (1%) hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes or other sleeping accommodations or living unit.

(F) A one percent (1%) liquor-by-the-drink sales tax on all sales at retail of liquor-by-the-drink, including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises or at an event or activity in the City of Ketchum.

(1) The purposes for which the revenues derived from the additional one percent (1%) of each of said taxes shall be used, pursuant to a joint powers agreement, are as follows:

a) maintaining and increasing commercial air service to the local area through the use of Minimum Revenue Guarantees or other inducements to providers; b) promoting the existing service and any future service to increase passengers; c) for all ancillary costs which are associated with the ongoing effort to maintain and increase commercial air service, including reasonable program management costs; and d) direct costs to collect and enforce the tax, including administrative and legal fees.

all as provided in Ordinance No. [ ] adopted by the Council of the City on \_\_\_\_\_, 2012?

IN FAVOR	→	<input type="checkbox"/>
AGAINST	→	<input type="checkbox"/>

**JOINT POWERS AGREEMENT OF  
THE SUN VALLEY AIR SERVICE BOARD  
TO RETAIN, IMPROVE AND DEVELOP COMMERCIAL AIR TRANSPORTATION  
SERVICES AT FRIEDMAN MEMORIAL AIRPORT**

\_\_\_\_\_, 2012

This Agreement ("Agreement"), made and entered into on \_\_\_\_\_, 2012, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties;"

**WITNESSETH:**

WHEREAS, the Friedman Memorial Airport Authority ("FMAA"), of which Hailey and Blaine County are members, operates the Friedman Memorial Airport (the "Airport"), and over the past six years commercial enplanements have decreased to the Airport; and

WHEREAS, the Parties recognize both year-round tourism and commerce are primary contributors to the economic base of Blaine County and its Cities; and

Whereas, air service to the Airport is critical for such year-round tourism and commerce; and

WHEREAS, each of Ketchum, Sun Valley, and Hailey have determined to place before their respective voters on the November, 2012, ballot the question of a 1% local option tax (the "Ballot Questions") to fund retention, improvement and development of commercial air transportation services; and

WHEREAS, an opinion from the Office of the Attorney General dated March 12, 2012, to Representative Wendy Jaquet (the "AG Opinion"), indicates that general authority exists under Idaho statutes for cities and counties to enter into a joint powers agreement to provide for agreements for air service, including minimum revenue guarantees ("MRG's"); and

WHEREAS, to retain, improve and develop commercial air transportation services, the Ballot Questions provide for MRG's and promotion of commercial air service; and

WHEREAS, this Agreement will create the separate legal entity described below, the Sun Valley Air Service Board (the "Board"), which will contract with one or more parties, pursuant to Contracts for Services as described herein, to discharge the Board's duties and responsibilities described in the Ballot Questions; and

WHEREAS, each of the Parties has made findings regarding the need of this Agreement to satisfy the duties and responsibilities described in the Ballot Questions; and

WHEREAS, the City Parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered

by Idaho Code Sections 50-321, 50-322, 21-110, 21-401 and related statutes to undertake the responsibilities contemplated by the Ballot Questions; and

WHEREAS, the County, pursuant to Idaho Code Sections 31-110, 21-876 and related statutes, in coordination with Hailey, provides for the operation of the Airport through the FMAA and the County as a Party to this Agreement may assist in discharging the duties contemplated by the Ballot Questions; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code Sections 67-2328, *et seq.*, and Idaho Code Section 21-403, to create and maintain the Authority to discharge the duties and responsibilities set forth in the Ballot Questions;

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual term, covenants and conditions set forth herein, the Parties hereto agree as follows:

**1. Separate Legal Entity; Governance.** This Agreement creates a separate legal entity to conduct the joint undertakings contemplated herein, which shall be known as the Sun Valley Air Service Board (the "Board"). The Parties hereto shall appoint representatives to the Board ("Board members") who will be responsible for administering the joint undertakings of the Board as described herein.

**2. Name.** The Board shall be known as Sun Valley Air Service Board.

**3. Board Members/Voting.** The representatives of the Parties who shall be members of the Board shall be configured as described below:

- A. Subject to subparagraph C below, one (1) member from the City of Ketchum, one (1) member from the City of Sun Valley and one (1) member from the City of Hailey shall be respectively appointed by the Mayors of Ketchum, Sun Valley and Hailey with the consent and approval of the City Council of each city.
- B. Subject to subparagraph C below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- C. Parties will join and become members of the Board upon execution of this Agreement by its respective governing body.
- D. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Board by virtue of their relationship with the Cities and County involved.
- E. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Board has employed or contracted with to provide equipment or services shall not be appointed or remain members of the Board. Members of the Board shall be appointed without respect to political affiliation or religious denomination, and shall serve without compensation. Any person over the age of eighteen (18) may be eligible for appointment.

- F. In recognition of the ownership of Friedman Memorial Airport that is shared jointly by Hailey and Blaine County, 20% of the voting rights of the Board members will be allocated to the member appointed by Hailey, unless Hailey is not a Party to this Agreement, in which case such 20% shall be allocated to the member appointed by Blaine County. The remaining 80% of voting rights shall be allocated among the Board members appointed by the City Parties based on their respective annual monetary contributions. The initial allocation of those voting rights shall be determined using each City Party's prior fiscal year budget and assuming the Ballot Questions had already passed and contributions made based on such prior fiscal year numbers. Each year thereafter, when the members of the Board meet to adopt the budget as described below, the voting percentages shall be revised as necessary to reflect each City Party's actual monetary contribution to the Board during the prior fiscal year.
- G. The members of the Board shall take action upon the affirmative vote of those members holding more than 50% of the voting rights, unless otherwise provided herein. A super-majority of two-thirds of those members holding voting rights shall be needed to approve a change to a different entity from an entity that would otherwise be providing services under any initial or subsequent Contract for Services described below, if such Contract for Service provides for payments in excess of \$50,000.

4. **Term of Office.** The term of office on said Board shall be for the following initial terms:

- 1 member from Ketchum for one (1) year
- 1 member from Sun Valley for one (1) year
- 1 member from Hailey for one (1) year
- 1 member from Blaine County for one (1) year

Subsequent appointments shall be for one (1) year and a board member shall hold a seat on the board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms or removal shall be filled for the remainder of the term by the Party that appointed the board member. Removal of any member may only be made by the Party that appointed such board member.

5. **Organization.** The Board shall be governed by the By-laws specifying the procedural method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Board to act. The Bylaws shall provide, among other items, that a majority of the members of the Board shall constitute a quorum.

6. **Purposes and Powers.** The purpose of the Board is to establish, implement, maintain and fund a program to retain, improve and develop commercial air service to Friedman Memorial Airport. In furtherance of that purpose, the Parties hereto hereby delegate to the Board their power to carry out the duties as described and contemplated by the Ballot Questions,

including entering into Contracts for Services with such entities as the Board may select. It is anticipated that the Board will have no employees and that, except for the holding, distribution and oversight of the monetary contributions and entering into Contracts for Services, the Board will have a very limited scope of operation. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. The Board, as allowed under state and federal statutes, may apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, personal property, including money, necessary to carry out the purposes of the Board and to invest and hold such money until distributed for the purposes contemplated by the Ballot Questions;
- C. To fund operational and maintenance costs, if any, to carry out the purposes of the Board;
- D. To contract with public or private agencies, companies or entities to retain, improve and develop commercial air transportation services to Friedman Memorial Airport, including contracting with third parties pursuant to Contracts for Services;
- E. To contract for studies relating to the commercial air transportation services and the methods by which said needs can best be served.

7. **Manner of Financing.** The members of the Board shall annually adopt a budget. Subject to the provisions herein, each City Party hereto will annually budget and contribute to the Board the money collected pursuant to their respective Ballot Question; each City has the option to direct its monetary contribution to those purposes it specifically directs as allowed by the Ballot Questions, except for mandatory contributions to cover a pro-rata share of administrative expenses; provided, however, in the event of any litigation or other challenges to the Ballot Questions, this Agreement, the Board or any related matters, each City shall contribute a pro-rata share of its contribution to defray any expenses related thereto. During each fiscal year, the City Parties shall contribute to the Board their respective amount of money as determined by the adopted budget, subject to approval of each City Party's governing board.

- A. In adopting the annual budget, each City Party must contribute the money collected pursuant to its respective Ballot Question. The County, in its discretion, may contribute funds to the Board; it is anticipated that the County will continue its historical support for the Airport.
- B. Any entity may contribute additional funds to the Board. It is anticipated that Sun Valley Company will fund fifty percent (50%) of any MRG expenses and will provide marketing support for the air service in collaboration with the airlines and other community marketing efforts.

- C. Any funds received by the Board shall be used for payments to entities pursuant to the Contract for Services, as contemplated by the Ballot Questions, for the purposes authorized therein. The budgeting, allocation and use of said funds by the Board shall be in accordance with the purposes and powers herein provided for, and in no event shall the Board use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Board by the Parties.
- D. An annual audit or similar financial review shall be conducted consistent with Idaho statutory requirements.

**8. Contracts for Services.** The initial Contracts for Services with entity(ies) selected by the Board shall be entered into as soon as practicable following the appointment of the Board Members and passage of the Ballot Questions. Each year thereafter, the Board shall enter into similar contracts with such entities as the Board may select. The Contracts for Services shall (i) set forth those specific services which are to be provided consistent with the Ballot Questions, (ii) provide for detailed reporting to the Board and, as appropriate directly to the Parties, of how funds were spent in sufficient detail to demonstrate compliance with constitutional and statutory guidelines as reflected in the AG Opinion; (iii) include performance metrics consistent with expectations for the work to be performed; and (iv) have a duration of no more than one (1) year, with any term of renewal satisfying constitutional and statutory limitations.

**9. Duration.** The duration of the Board created by this Agreement shall be for a period of at least five and one-half years; provided, however, that the same may be extended for an additional period of time, as the Parties hereto deem appropriate in order to expend the monies and satisfy the purposes set forth in the Ballot Questions. Any such extension of this Agreement shall be in writing, adopted by the governing body of each of the Parties hereto.

No Party may withdraw from the Agreement, except that any City Party that has failed to pass its Ballot Question shall be deemed to have withdrawn from this Agreement once such election results have been certified. Should no City Party pass a Ballot Question, this Agreement shall be terminated.

**10. Dissolution of the Board.** Upon the dissolution of the Board created by this Agreement or any extension or renewal thereof, for whatever reason, the personal property owned by the Board shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Board since its inception. Provided, however, that prior to any sale of personal property, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each.

**11. Mediation.** Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be submitted to non-binding mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association

Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

**12. Execution and Effect.** Upon execution of this Agreement by the Parties, this Agreement shall be effective. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

**13. Amendment.** This Agreement may only be amended upon the unanimous approval of the Parties, and only as would be not inconsistent with the Ballot Questions.

As of the date hereof, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF KETCHUM

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SUN VALLEY

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF HAILEY

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

BLAINE COUNTY COMMISSIONERS

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**JOINT POWERS AGREEMENT OF ESTABLISHING  
THE SUN VALLEY AIR SERVICE BOARD  
TO RETAIN, IMPROVE AND DEVELOP COMMERCIAL AIR TRANSPORTATION  
SERVICES AT FRIEDMAN MEMORIAL AIRPORT**

\_\_\_\_\_, 2012

This Agreement ("Agreement"), made and entered into on \_\_\_\_\_, 2012, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), (collectively known as "Cities"), and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties;"

WITNESSETH:

WHEREAS, the Friedman Memorial Airport Authority ("FMAA"), of which Hailey and Blaine County are members, operates the Friedman Memorial Airport (the "Airport"), and over the past six years commercial enplanements have decreased to the Airport; and

WHEREAS, the Parties recognize both year-round tourism and commerce are primary contributors to the economic base of Blaine County and its Cities; and

~~Whereas~~ WHEREAS, air service to the Airport is critical for such year-round tourism and commerce; and

WHEREAS, each of the respective City Councils of the Cities of Ketchum, Sun Valley, and Hailey have ~~determined~~ voted in properly noticed public meetings to place before their respective voters on the November 6, 2012, ballot, the question of a 1% ~~local option tax~~ Local Option Tax ("LOT") (the "Ballot Questions") to fund retention, improvement and development of commercial air transportation services to the Airport; and

WHEREAS, an opinion from the Office of the Attorney General dated March 12, 2012, to Representative Wendy Jaquet (the "AG Opinion"), indicates that general authority exists under Idaho ~~statutes~~ Statute 67-2328 for cities and counties to enter into a joint powers agreement to provide for agreements for air service, including minimum revenue guarantees ("MRG's"); and

WHEREAS, to retain, improve and develop commercial air transportation services, the Ballot Questions provide for MRG's and promotion of commercial air service to increase seats and enplanements at the Airport; and

WHEREAS, this Agreement will create the separate legal entity described below, the Sun Valley Air Service Board (the "Board"), which will contract with one or more parties, pursuant to Contracts for Services as described herein, to discharge the Board's duties and responsibilities described in the Ballot Questions; and

WHEREAS, each of the Parties has made findings regarding the need for this Agreement to satisfy the duties and responsibilities described in the Ballot Questions; and

WHEREAS, the City Parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code Sections 50-321, 50-322, 21-110, 21-401 and related statutes to undertake the responsibilities contemplated by the Ballot Questions; and

WHEREAS, the County, pursuant to Idaho Code Sections 31-110, 21-876 and related statutes, in coordination with Hailey, provides for the operation of the Airport through the FMAA and the County as a Party to this Agreement may assist in discharging the duties contemplated by the Ballot Questions; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code Sections 67-2328, *et seq.*, and Idaho Code Section 21-403, to create and maintain the Authority to discharge the duties and responsibilities set forth in the Ballot Questions;

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual term, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Establishment of Separate Legal Entity; Governance. ~~This Agreement creates~~  
~~The Parties hereto hereby establish the Sun Valley Air Service Board ("Board")~~  
~~as a separate legal entity to conduct and delegate each Party's respective power to~~  
~~the Board to oversee and administer the joint undertakings contemplated herein;~~  
~~which shall be known as the Sun Valley Air Service Board (the "Board").~~  
~~The~~  
~~Parties hereto shall appoint representatives to the Board ("Board members") who~~  
~~will be responsible for administering the joint undertakings of the Parties will~~  
~~join and become members of the Board upon execution of this Agreement by their~~  
~~respective governing body.~~

2. ~~Board as described herein.~~ Membership Name. ~~The Board shall be known as~~  
Sun Valley Air Service Board.

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3. ~~Board Members/Voting.~~ The representatives of the Parties who shall be members of the Board shall be configured as described below:

- A. ~~Subject to subparagraph C below, one~~ One (1) member from the City of Ketchum, one (1) member from the City of Sun Valley and one (1) member from the City of Hailey shall be respectively appointed by the Mayors of Ketchum, Sun Valley and Hailey with the consent and approval of the City Council of each city.
- B. ~~Subject to subparagraph C below, one~~ One (1) member from Blaine County to shall be appointed by the Board of County Commissioners.
- C. ~~Parties will join and become members of the Board upon execution of this Agreement by its respective governing body.~~

- ~~D. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Board by virtue of their relationship with the Cities and County involved.~~
- ~~C. Each of the Parties shall establish its own Board member qualification criteria subject to subparagraph E.~~
- D. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Board has employed or contracted with to provide equipment or services shall not be appointed or remain members of the Board.
- E. Members of the Board shall be appointed without respect to political affiliation or religious denomination, and shall serve without compensation. Any person over the age of eighteen (18) may be eligible for appointment.
- ~~F. In recognition of the ownership of Friedman Memorial Airport that is shared jointly by Hailey and Blaine County, 20% of the voting rights of the Board members will be allocated to the member appointed by Hailey, unless Hailey is not a Party to this Agreement, in which case such 20% Members of the Board shall be allocated to the member appointed by Blaine County. The remaining 80% of serve without compensation.~~

**3. Board Member Voting Power & Voting Majority.**

- ~~A. City Parties shall retain 90% of the voting rights and voting rights shall be allocated among the all Board members appointed by the City Parties based on their respective annual monetary 1% LOT contributions to the Board. The initial allocation of these voting rights shall be determined using each City Party's prior fiscal year budget and assuming the September 30, 2012, actual LOT revenue collection on taxable sales described in the Ballot Questions had already passed and contributions made based on such prior fiscal year numbers. Each year thereafter, when the members of the Board meet to adopt the budget as described below, the voting percentages shall be revised as necessary to reflect each City Party's September 30 actual monetary contribution 1% LOT revenue contributions to the Board.~~
- ~~B. Blaine County shall not have a vote as a member of the Board, except in the instance described herein. In recognition that Friedman Memorial Airport is jointly owned by the City of Hailey and Blaine County, 10% of the voting rights of the Board members will be allocated to the Board member appointed by Hailey, unless Hailey is not a Party to this Agreement, in which case such 10% shall be allocated to the Board during the prior fiscal year member appointed by Blaine County.~~
- G.C. Voting Majorities. The members of the Board shall take action upon the affirmative vote of those members holding more than 50% of the voting rights, unless otherwise provided herein. A super-majority of two-thirds of those

members holding voting rights shall be needed to approve ~~a (1) change to a different entity from an entity that would otherwise be providing services under any initial or subsequent contractor with a Contract for Services described below; if such Contract for Service provides for payments in excess of \$50,000; to a different entity; and (2) approve any change in performance metrics determined jointly by members of the Board and contractor(s) as identified in the Contracts for Services.~~

4. **Term of Office.** The term of office on said Board shall be for the following initial terms:

- 1 member from Ketchum for one (1) year
- 1 member from Sun Valley for one (1) year
- 1 member from Hailey for one (1) year
- 1 member from Blaine County for one (1) year

Subsequent appointments shall be for one (1) year and a board member shall hold a seat on the board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms or removal shall be filled for the remainder of the term by the Party that appointed the board member. Removal of any member may only be made by the Party that appointed such board member.

5. **Organization** Bylaws. The Board shall be governed by the ~~By-laws~~Bylaws specifying the procedural method and manner by which it shall conduct its business and affairs, provided, however, that said ~~By-laws~~Bylaws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Board to act. The Bylaws shall provide, among other items, that a majority of the members of the Board shall constitute a quorum.

6. **Purposes and Powers.** The purpose of the Board is to establish, implement, maintain and fund a program to retain, improve and develop commercial air service to Friedman Memorial Airport. In furtherance of that purpose, the Parties hereto hereby delegate to the Board their power to carry out the duties as described and contemplated by the Ballot Questions, including entering into Contracts for Services with such entities as the Board may select. It is anticipated that the Board will have no employees and that, except for the holding, distribution and oversight of the monetary contributions and entering into Contracts for Services, the Board will have a very limited scope of operation. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. The Board, as allowed under state and federal statutes, may apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, personal property, including money, necessary to carry out the purposes of

the Board and to invest and hold such money until distributed for the purposes contemplated by the Ballot Questions;

- C. To fund ~~operational and maintenance~~ administrative costs, if any, to carry out the purposes of the Board;
- D. To contract with public or private agencies, companies or entities to retain, improve and develop commercial air transportation services to Friedman Memorial Airport, including contracting with third parties pursuant to Contracts for Services;
- E. To contract for studies relating to the commercial air transportation services and the methods by which said needs can best be served.

7. **Manner of Financing.** ~~The members of the Board shall annually adopt a budget. Subject to the provisions herein, each City Party hereto will annually budget and contribute monthly to the Board the money collected pursuant to their respective Ballot Question; each City has the option to direct its monetary contribution to those purposes it specifically directs as allowed by the Ballot Questions, except for mandatory contributions to cover a pro-rata share of administrative expenses, if any, of the Board; provided, however, in the event of any litigation or other challenges to the Ballot Questions, this Agreement, the Board or any related matters, each City shall contribute a pro-rata share of its contribution to defray any expenses related thereto. During each fiscal year, the City Parties shall contribute monthly to the Board their respective amount of money as determined by the adopted budget, less any costs to administer the program, subject to approval of each City Party's governing board.~~

- A. In adopting the annual budget, each City Party must contribute the money collected pursuant to its respective Ballot Question. The County, in its discretion, may contribute funds to the Board; it is anticipated that the County will continue its historical support for the Airport.
- B. Any entity may contribute additional funds to the Board. It is anticipated that Sun Valley Company will fund fifty percent (50%) of any MRG expenses and will provide marketing support for the air service in collaboration with the airlines and other community marketing efforts.
- C. Any funds received by the Board shall be used for payments to entities pursuant to the Contract for Services, as contemplated by the Ballot Questions, for the purposes authorized therein. The budgeting, allocation and use of said funds by the Board shall be in accordance with the purposes and powers herein provided for, and in no event shall the Board use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Board by the Parties.
- D. An annual audit or similar financial review shall be conducted consistent with Idaho statutory requirements.

E. So as to minimize Board expenses, all City Parties may agree to share in the administrative tasks of the Board through pro-rata contribution of their City staff time to perform such tasks.

D.F. \_\_\_\_\_

**8. Contracts for Services.** The initial Contracts for Services with entity(ies) selected by the Board shall be entered into as soon as practicable following the appointment of the Board Members and passage of the Ballot Questions. Each year thereafter, the Board shall enter into similar contracts with such entities as the Board may select. The Contracts for Services shall (i) set forth those specific services which are to be provided consistent with the Ballot Questions, (ii) provide for detailed reporting to the Board and, as appropriate directly to the Parties, of how funds were spent in sufficient detail to demonstrate compliance with constitutional and statutory guidelines as reflected in the AG Opinion; (iii) include performance metrics consistent with expectations for the work to be performed; ~~and (iv) have a duration of no more than one (1) year, with any term of renewal satisfying constitutional and~~ A Contract for Services may be for more than one year, but must explicitly state that annual funding is subject to annual appropriations which meet the City's statutory limitations.

**9. Duration.** The duration of the Board created by this Agreement shall be for a period of at least five and one-half years; provided, however, that the same may be extended for an additional period of time, as the Parties hereto deem appropriate in order to expend the monies and satisfy the purposes set forth in the Ballot Questions. Any such extension of this Agreement shall be in writing, adopted by the governing body of each of the Parties hereto.

No Party may withdraw from the Agreement, except that any City Party that has failed to pass its Ballot Question shall be deemed to have withdrawn from this Agreement once such election results have been certified. Should no City Party pass a Ballot Question, this Agreement shall be terminated.

**10. Dissolution of the Board.** ~~Upon Parties, upon~~ the dissolution of the Board created by this Agreement or any extension or renewal thereof, for whatever reason, may agree to (1) distribute the personal property owned by the Board shall among themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each; or distributed (2) to sell the property in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between among the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Board since its inception. ~~Provided, however, that prior to any sale of personal property, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each.~~

**11. Mediation.** Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be submitted to non-binding mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this

Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

**12. Execution and Effect.** Upon execution of this Agreement by the Parties, this Agreement shall be effective. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

**13. Amendment.** This Agreement may only be amended upon the unanimous approval of the Parties, and only as would be not inconsistent with the Ballot Questions.

HAWLEY TROXELL DRAFT - 8/9/14/12  
2nd

As of the date hereof, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF KETCHUM

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SUN VALLEY

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF HAILEY

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

HAWLEY TROXELL DRAFT - 8/9<sup>14</sup>/12  
2nd

BLAINE COUNTY COMMISSIONERS

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

# City of Ketchum, Idaho

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



August 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Proclamation for Special City Election

### Introduction/History

Pursuant to Idaho Code §50-405(3), a city may conduct an election on the Tuesday following the first Monday in November of each year.

### Current Report

The City of Ketchum wishes to hold a Special City Election to be held on Tuesday, November 6, 2012 for the purpose of a ballot measure to increase the Local-Option Nonproperty Sales Tax by 1% for maintaining and increasing commercial air service, for a period of 5 years from its effective date of January 1, 2013.

### Financial Requirement/Impact

As of January 1, 2011 Election Consolidation took effect. The County Clerk is charged with running City Elections. Consolidated elections are being funded entirely by the state.

The only costs to the City for this election are:

1. Cities will be required to pay ballot printing costs for any ballot measure in excess of 250 words.
2. Where the city and county reach a voluntary agreement for payment of expenses, such as a city that want to have in-person absentee voting at city hall and is willing to pay the cost.
3. Courtesy Publications: a. Where to Vote; b. Media articles and other methods to get the word out about the upcoming election.

### Recommendation

I respectfully recommend that the Ketchum City Council proclaim a Special City Election to be held on November 6, 2012, and order the City Clerk to give notice of such election.

Recommended Motion

*"I move to approve Resolution No. 12-014, PROCLAIMING A SPECIAL CITY ELECTION TO BE HELD ON NOVEMBER 6, 2012, AND ORDERING THE CITY CLERK TO GIVE NOTICE OF SUCH ELECTION."*

Sincerely,

A handwritten signature in cursive script that reads "Sandra E. Cady".

Sandra E. Cady, CMC  
City Treasurer/Clerk

RESOLUTION NUMBER 12-014

A RESOLUTION OF THE CITY COUNCIL OF KETCHUM, BLAINE COUNTY, IDAHO, PROCLAIMING A SPECIAL CITY ELECTION TO BE HELD ON NOVEMBER 6, 2012, AND ORDERING THE CITY CLERK TO GIVE NOTICE OF SUCH ELECTION.

WHEREAS, pursuant to Idaho Code §50-405(3), a city may conduct an election on the Tuesday following the first Monday in November of each year; and

WHEREAS, that the special election to be held in and for the City of Ketchum, Idaho, will be held on Tuesday, November 6, 2012 for the purpose of a ballot measure to increase the Local-Option Nonproperty Sales Tax by 1% for maintaining and increasing commercial air service.

NOW THEREFORE BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO:

Section 1: The Ketchum City Council hereby proclaims a Special City Election to be held on November 6, 2012, and orders the City Clerk to give notice of such election.

Section 2: That the Special Election will be held for the purpose of a ballot measure to increase the Local-Option Nonproperty Sales Tax by 1%, for a period of 5 years from its effective date of January 1, 2013.

Section 3: The purposes for which the revenues derived from the additional one percent (1%) are as follows:

a) maintaining and increasing commercial air service to Friedman Memorial Airport through the use of Minimum Revenue Guarantees or other inducements to providers; b) promoting the existing service and any future service to increase passengers; c) for all ancillary costs which are associated with the ongoing effort to maintain and increase commercial air service, including reasonable program management costs; and d) direct costs to collect and enforce the tax, including administrative and legal fees.

PASSED by the City Council and APPROVED by the Mayor this 20<sup>th</sup> day of August 2012.

CITY OF KETCHUM, IDAHO

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

ATTEST:

---

Sandra E. Cady, CMC  
City Treasurer/Clerk

# City of Ketchum, Idaho

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



August 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Update on Blaine County Recycling Advisory Committee & Blaine County Recycling Program Changes**

### Introduction/History

In October, 2011, an advisory group (Blaine County Recycling Advisory Committee, hereinafter, "Committee") was appointed by the Blaine County Commissioners to review, evaluate, and make recommendations about the Blaine County Recycling Program. Blaine County took over the recycling program from the Southern Idaho Solid Waste District in late 2010 and tasked the Committee with making a policy recommendation for the efficient, cost effective, and environmentally sensitive operation of the program. The group had diverse representation being comprised of representatives from the City of Hailey (Mariel Platt), the Blaine County School District (Claudia Gaeddert), the refuse/recycling industry (Mike Goitiandia of Clear Creek and Josh Bartlome of Southern Idaho Solid Waste District), the Environmental Resource Center (Tom Wirth), Sun Valley Resort (Chris Gray), the U.S. Forest Service at SNRA (Carol Cole), private citizens (Mike Thompson and Cathy Tyson-Foster), and myself for the City of Ketchum. Blaine County staff, Char Nelson, (Director of Operations) and Lamar Waters and Brett Gelskey, (recycling center employees) provided project leadership, data, and logistical support.

Over the past 9 months (usually meeting twice per month) the Committee looked very hard at recycling best practices using environmental criteria (greenhouse gases, energy use, etc.), financial impacts, and customer convenience as indicators. The Committee reviewed the full life cycle of the environmental impacts and financial costs of various recycling programs, including curbside sort, single stream, dual stream and others. Industry and best practices/environmental literature and programs around the country were reviewed and considered in the process. It was the goal of the Committee and county to better understand the opportunities and challenges of the various recyclable commodities – paper (fiber), cardboard, glass, plastics, aluminum and tin cans that are handled in the county in order to put in place an efficient, cost effective and environmentally sensitive recycling program.

### Current Report

At the City Council meeting, the Committee will provide a PowerPoint presentation including an overview of the recycling program, the recommendation it made to the Blaine County Commissioners, and the outcome and next steps to implement a successful recycling program. The Committee recommended, and Blaine County fully concurs, that public outreach and awareness is critical to a successful recycling program at this juncture. It is agreed that lack of understanding has held back the recycling and refuse reduction goals of our region in the past. Now is a time for raising awareness and engaging broader understanding and involvement. A key next step, and one that is underway now, is a comprehensive public education strategy. Blaine County has allocated staff and financial resources to this key step and a number of Committee members are involved with seeing the public awareness component through its planning and implementation. The education strategy is time sensitive in order to kick-off the new recycling program by October 1, 2012; it will include a new program name, "branding", communication and outreach to all community sectors, among other strategies.

On July 10, 2012, the Committee presented its recommendation to the Blaine County Commissioners. The group further presented its recommendation at a public hearing on July 17<sup>th</sup>, and the commissioners discussed the program, took public input, and adopted the recommendation of the Committee.

The adopted policy of the Blaine County includes the following, countywide changes to our current recycling program:

- Consolidating what is now a six (6) material sort into three (3) curbside sort categories:
  1. Paper (fiber) products (excluding cardboard): magazines, newspapers, paperboard, other mixed paper together,
  2. Cans: tin and aluminum together, and
  3. Plastics #1-5 together, excluding plastics # 6 and #7, plastic bags, and other plastic films.
- Removing glass from curbside and collecting it where cardboard is currently collected (at local drop-off locations as well as the Blaine County Recycling Center at Ohio Gulch).
- A robust community outreach and education campaign must be planned and implemented. If implemented successfully, this will better inform everyone going forward, so the confusion experienced by many in the past will be significantly reduced. County staff with consultant support will manage all outreach and education.
- Reevaluation of the program in three years, including a reconsideration of single stream recycling.

The recommendation to remove glass from curbside recycling was primarily due to safety concerns for the handlers of glass as well as environmental and financial implications.

As the system works today, during collection and handling, glass often gets mixed into with other recyclable bins such as plastics and cans. This presents a hazard at various levels of handling - sorting, bundling, and hauling - and accidents have happened causing injury to employees. Glass, when mixed in, also causes contamination of other commodities and lessens the value of those upon sale, reducing program revenue. Presently in Blaine County, glass that is picked up is not actually recycled, but placed into an inert pit at Ohio Gulch under a permit from the U.S. Environmental Protection Agency. (Glass, when not contaminated itself with materials such as foods, beverages, etc., is not considered refuse and can be kept separate from the landfill materials, saving landfill space.) Consequently this lessens the amount of refuse that has to be hauled to the Milner Butte landfill near Burley, and reduces tipping fee costs. Additionally, there is very little, if any, market for glass in our region. Committee research showed that the closest place for purchase/reuse of glass bottles is Golden, Colorado, but shipping the quantity that we have in Blaine County is not cost effective or environmentally sound. The group also evaluated the possibility of using a pulverizer to make glass aggregate locally for use in landscaping, fill, and road material, but found this too, was not competitive or cost effective at this time. These options will be looked at again in the future. It is hoped that through greater awareness, citizens will firstly, purchase fewer glass containers and secondly, recycle their glass at either a Ketchum drop-off site or at the Blaine County Recycling Center at Ohio Gulch.

Financial Requirement/Impact

None at this time. No change in fees or costs for Ketchum recycling program participants is anticipated at this time.

Recommendation

This is a report. No action is required.

Suggested Motion

No motion is needed.

Sincerely,



Joyce Allgaier  
Planning Manager

# City of Ketchum, Idaho

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



May 1, 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 105.42\* 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 315.\*

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.

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 Hagen and Ruth Miller. A representative from the White Water Park Committee, Jeff Smull, was appointed to the Task Force by Mayor Hall on April 18, 2012.

Blaine County Recreation District Executive Director Jim Keating was appointed to the Task Force in July. This task force will help ensure a proper level of functional support for the Parks & Recreation Director's efforts relative to 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 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 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.
- Jen Smith will remain point-of-contact for all things R&PP and will receive substantial support from the R&PP Task Force.

The R&PP Task Force has met four times since its inception (2/12, 3/15, 4/18, 5/1, 6/28 and 8/2/12) and is discussing issues and assigning tasks, including:

- Historical review; what brought us to this point
- Importance of full engagement with offices of the Mayor, City Administrator, legal, Planning, and Utilities
- Importance of full engagement with partners and stakeholders; outreach efforts with stakeholder groups (Hulen Meadows, Blaine County Flood District, etc.)
- Plan Of Development/Management Plan strategy
- Master Plan guidance including design input, request for cost estimates
- Design "drill down" meeting (5/8) with R&PP TF sub-committee members to discuss opportunities and challenges with S2o's initial design concept
- R&PP Task Force meeting on May 30, 2012 was preceded by a focused

Parks & Recreation Department

Jennifer L. Smith, Director | [jsmith@ketchumidaho.org](mailto:jsmith@ketchumidaho.org)  
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meeting called by BLM officials to discuss comments received by BLM fisheries biologists and hydrologists in response to a “BLM Interdisciplinary Team Project Review” (undated) involving a memo from Bryce Bohn, BLM State Office hydrologist to Stephanie Eisenbarth (both attached and submitted to the City’s legal team). The pre-TF focused meeting was attended by Holly Hampton (BLM), Mike Homza (GeoEngineers/S2o), Nina Jonas, Jen Smith, Brice Bohn (BLM), Scott Hoeffler (BLM), Randy Hall, Kurt Eggers (Eggers Associates LA/S2o, and, by telephone conference, Tara Hagen (BLM) and Scott Shipley (S2o).

- Scott Shipley reviewed the current design concept and reiterated that two simultaneous tracks were occurring: (1.) Master Planning for the site and R&PP language – concepts that were meant to be “beat up” and (2.) Scientific – river morphology, fisheries, etc.).
- BLM scientists commented and expressed concerns regarding this reach of river and past, present, and potential future occurrences and that a multi-stakeholder, multi- agency approach needs to take place. Members of the TF including Mayor Hall assured BLM that this is indeed the process being undertaken currently but that the City should not be required to fix problems occurring upstream and downstream of the project area; it was agreed that a holistic approach should be the course moving forward.

A 5/30 Task Force meeting then commenced with Scott Shipley reviewing the concept plan again to the larger group. Shipley indicated that designs were being “shopped around” to outside agencies and that design tweaks could take place prior to Public Meeting #2. Further, it was decided that the “working title” of the focused improvements on the North Parcel is to be “River Park at Sun Peak.” Task Force meeting minutes are submitted for inclusion to the Plan of Development/Master Plan required by BLM.

A second public meeting to gather input regarding design of recreation amenities at the North Parcel took place on 6/1/12. This meeting was organized by S2o Design and Engineering, the City’s Master Plan contractor and was attended by approximately 110 people.

#### Current Report

- An agency meeting was scheduled by S2o for July 17<sup>th</sup> involving federal, state, and local agencies which require a permitting process for any of the proposed River Park work;
- A DRAFT Updated Plan of Development is in progress; research regarding involvement of the Watershed Advisory Group is underway;
- involvement with the Blaine County Regional Transportation Committee (BCRTC) and Idaho Transportation Department (ITD) in a work in progress;

- a Memorandum Of Understanding/agreement between the City and the Hulen Meadows Water Board is a work in progress;
- The City has engaged the services of Jo Murray Public Relations to assist with timely and accurate information dissemination;
- A web page for the River Park went live on 8/6 and its contents will reflect the dynamic nature of the project with updates occurring as they are received
- Team S2o anticipates presenting a final design recommendation to City Council for adoption sometime this summer/fall; the Task Force will review a draft document followed by a presentation to City Council for adoption.
- A list of tasks (Attachment A) associated with the processing of the City's R&PP application was developed and delivered by Tara Hagen on 8/1 and reviewed by the Task Force on 8/2; assignments regarding various task deliverables were disseminated
- It was reported to the Task Force on 8/2 that Holly Hampton, current Craters of the Moon National Monument Manager and former interim Shoshone Field Office manager will remain as Management Representative from the Shoshone Field Office
- Available DRAFT Environmental Assessment work was delivered to the City on 7/31/12 which was performed by ERO Resources and paid for, in part, by the City of Ketchum. This EA work is being reviewed by the Master Plan consultant (S2o) and the City's legal team to develop a plan for any necessary EA work; this plan will be addressed at the 8/20 City Council meeting by Susan Buxton and Cherese McClain.

#### Financial Requirement/Impact

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

The City's proposed Fiscal Year 2012-2013 budget indicates that the R&PP Environmental Assessment project will be facilitated through the Parks & Recreation Development Trust Fund.

A more complete review of expenditures to date and anticipated future costs will be provided at the Parks & Recreation Director's earliest ability.

#### Recommendation

No recommendation at this time.

#### Suggested Motion

*No motion required at this time.*

Respectfully Submitted,



Jennifer L. Smith  
Director of Parks & Recreation

\*Acres included in the South Parcel have been updated to reflect current proposal; total acreage reflects this change.

Parks & Recreation Department  
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## Attachment A KETCHUM R&PP PROCESSING

### APPLICATION

- Application form 2740-1 – rcvd 8/18/2008
- \$100 Nonrefundable Filing Fee – rcvd 8/18/2008
- Governmental Entity
  - Copy of Authority to hold or acquire land for the specified proposed use – rcvd 11/8/2011
  - Copy of Authority for filing the application (resolution by the council) – rcvd pgs 1, 3-5 City Council Meeting Minutes for 4/21/2008. Is there any page of the minutes that shows that the City Council approved the submittal of the R&PP application?
  - Evidence of Signing Officer's authority to execute the application – rcvd 7/25/2011
  - Copy of Authority and approved funding to construct the proposed project
- Plan of Development – rcvd 8/18/2008, rcvd update 12/29/2009, rcvd update 8/24/2010, rcvd update 7/20/2011, acres updated by BLM notified City on 9/16/2011, rcvd update 11/7/2011, rcvd update 1/4/2012; BLM rqstd formal update on 1/24/2012 with more detail
  - Conceptual drawing showing planned land use and facility layout (location of all structures)
  - A narrative describing the proposed use of the lands, including need for the project, practicality and feasibility of the site meeting that need, physical suitability of the site for the proposed use
  - Timetable for development
  - Financial capability and resources and disposition of any anticipated revenues

- Plan of Management - rcvd 8/18/2008, rcvd update 12/29/2009, rcvd update 8/24/2010, rcvd update 7/20/2011, acres updated by BLM notified City on 9/16/2011, rcvd update 11/7/2011, rcvd update 1/4/2012; BLM rqstd formal update on 1/24/2012 with more detail
  - Narrative which as a minimum, details how the project will be operated once completed or in operation

### **SURVEY**

- Survey Requested 9/5/2008
- Survey Completed 5/7/2010
- Lands Description Review Completed 11/15/2011

### **NOTICE OF R&PP - SCOPING**

- A combined Notice for the Ketchum Land Exchange and Ketchum R&PP was published in the Idaho Mountain Express and Times-News once a week for four consecutive weeks.
- The Notice was sent to the congressional delegation, state and local governments, and all interested parties (grazing permittees, right-of-way holders, adjacent landowners, special interest groups)
- A public open house was held on January 10, 2011, in Ketchum Idaho for the two projects.
- ERO has prepared a Scoping Summary Report for the comments received. (Draft Final dated 8/9/2011)

### **ENVIRONMENTAL STUDIES & NEPA**

- Third-Party Contract for Environmental Studies & NEPA
  - BLM and Contractor (whoever the City chooses to hire to continue with the studies and EA) meet to discuss standards; deliverables (508 Compliant), disclosure statement, etc.
    - The studies and NEPA documentation will need to meet the BLM standards and requirements in regards to scope and area of potential impacts.

- ERO completed the following environmental reports
  - Environmental Site Assessment (Haz Mat) – Completed 4/10/2012
  - Wetlands Report – Completed 4/10/2012
  - Botanical Report – Completed 2/2/2012
  - Biological Report – Completed 2/6/2012
  - Draft Wildlife Technical Report – This will need to be updated to address BLM comments
- Claudia Walsworth completed the Cultural Inventory 11/21/2008
- Mineral Report – Needs Completed
- River Studies – Needs to be Completed
- After the completion of the environmental studies the BLM will finalize the IDT Checklist; which will provide the NEPA contractor with issues that will need to be addressed in the NEPA document (to be discussed at contractor meeting)
- The NEPA documentation [Environmental Assessment (EA) or Environmental Impact Study (EIS), based on level of significant impacts] will need to:
  - Analyze reasonable alternatives
    - Proposed Action – City's Application for direct patent of the two parcels
    - No Action – BLM's denial of the City's application
    - Lease with Option for Patent – City is issued a lease with the option for subsequent patent once a specified amount of development is accomplished
    - Lease with no option for Patent – City is issued a lease with no option for future patent
  - Include Connected Actions

- Actions are connected if they automatically trigger other actions that may require an EIS; cannot or will not proceed unless other actions are taken previously or simultaneously; or if the actions are interdependent parts of a larger action and depend upon the larger action for their justification.
- Describe the Direct, Indirect and Cumulative Impacts of the alternatives
  - A geographic scope will need to be identified for each resource/issue analyzed in the NEPA documentation.
- Information on the BLM's NEPA requirements can be obtained at the following website: <http://www.blm.gov/wo/st/en/prog/planning/nepa.html>.

### **APPRAISAL**

- The R&PP parcels would fall under the special pricing for R&PPs and would not require an official appraisal.
  - The BLM will need to have the acreage amounts for the uses broken out so that the appropriate special pricing could be applied for the different uses.
- A bond may be requested until development of the site is complete. If a bond is required then it would have to be placed prior to the issuance of any conveyance or authorization.

### **NOTICE OF REALTY ACTION (NORA)**

- Once the environmental studies and NEPA documentation is complete the BLM will issue a decision and a NORA will be published
  - Federal Register
    - Publication will initiate a 45 day public comment period and 60-day congressional review
  - Local Newspapers
    - Idaho Mountain Express & Times-News
      - Published once a week for three consecutive weeks
- The Notice will be to the congressional delegation, state and local governments, and all interested parties (grazing permittees, right-of-way holders, adjacent landowners, special interest groups)

## **FINAL CASE ADJUDICATION**

- Update to the Environmental Site Assessment (needs to be within 180 days of closing)
- Payment of any fees and/or bond
- Final BLM inspection of the parcels
- Issuance of conveyance document or authorization

# City of Ketchum, Idaho

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



August 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Consideration of a Temporary Lease, Wagon Days Headquarters and authorization to use Square for processing credit cards.**

### Introduction/History

Wagon Days is the primary City-sponsored Special Event. This event requires extensive, detailed communication with parade entrants, sponsors, the Wagon Days Committee and many other stakeholders.

### Current Report

Our special events contractor, Sun Valley Events, has requested that the City lease the Lane Mercantile Building at Main Street and Sun Valley Road for Wagon Days Headquarters in order to provide information and sell souvenirs. In past years Wagon Days souvenirs have been sold out of the Visitor's Center. Due to the location of the Visitor's Center that is no longer feasible. The proposed lease would be an expense of \$500.

Sun Valley Events expects to see a sharp increase in souvenir revenue, and would like to accept credit cards to maximize earning potential. They are proposing the use of Square, a credit card processor that only charges 2.75% regardless of the card, and can be used on an iPhone or iPad. Square does require a bank account for setup, Wagon Days has a bank account that is set up to accept donations for the Ore Wagon Restoration that could be utilized for this purpose. Sun Valley Events has successfully used Square for other events they organize, and Todd Mandeville, our IT Administrator, strongly endorsed the product as well.

### Financial Requirement/Impact

The Wagon Days fund contains \$78,000 in the Professional Services line item in the 2011/2012 budget. Heather Lamonica Deckard of Sun Valley Events has stated that the \$500 cost of the lease can be absorbed in the Wagon Days budget.

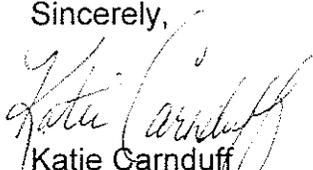
Recommendation

I respectfully recommend the City Council approve a lease for two-week use of the Lane Mercantile Building in an amount not to exceed \$500 for the purposes of Wagon Days Headquarters, and the use of the Ore Wagon Restoration Bank Account to setup Square to process credit cards for the Wagon Days Event.

Recommended Motion:

I move to approve a lease for two-week use of the Lane Mercantile Building in an amount not to exceed \$500 for the purposes of Wagon Days Headquarters, and the use of the Ore Wagon Restoration Bank Account to setup Square to process credit cards for the Wagon Days Event.

Sincerely,



Katie Garnduff  
Administrative Clerk

## COMMERCIAL LEASE AGREEMENT

### **1. Basic Provisions (“Basic Provisions”)**

**1.1 Parties:** This Lease (“Lease”), dated for reference purposes only, August 7, 2012, is made by and between Lane Mercantile Limited Liability Company, an Idaho limited liability company (“Lessor”) and City of Ketchum, dba Wagon Days Committee (“Lessee”), (collectively the “Parties,” or individually a “Party”).

**1.2 Premises:** The Premises are approximately 2,160 square feet on the first floor of the current Building, including all improvements thereon, located at the intersection of Main Street and Sun Valley Road, in the City of Ketchum, and particularly described as a portion of Lot 1, Block 4, Ketchum Townsite, Blaine County, Idaho, (“Premises”). The Premises are also known as Unit 101 of the Lane Mercantile Building. The current Building and the completed addition shall be referred to herein as the Building (“Building”). (See Paragraph 2 for further provisions.)

**1.3 Term:** Two-week (“Term”) commencing August 20, 2012, (“Commencement Date”) and ending on September 4, 2012 (“Expiration Date”). (See Paragraph 3 for further provisions.)

**1.4 Base Rent:** The initial rental (“Base Rent”) shall be Five Hundred and 00/100 Dollars (\$500.00) for the Premises for the term, payable upon execution of the Lease.

**1.5 Condition of Premises.** Lessee has inspected the Premises and accepts the Premises in an “as is-where is” condition. Lessor shall not be required to make any improvements or alterations to the Premises.

**1.6 Security Deposit:** None.

**1.7 Lessee’s Share of Real Estate Taxes, Insurance, Property Management, and Common Area Costs:** Intentionally Deleted.

**1.8 Permitted Use:** The Premises shall be used for Main Street Headquarters for Great Wagon Days Committee. (See Paragraph 6 for other provisions).

**1.9 Insuring Party:** Lessor is the “Insuring Party” unless otherwise stated herein. (See Paragraph 8 for further provisions.)

**1.10 Exhibits.** Not applicable.

### **2. Premises.**

**2.1 Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease or that may have been used in calculating rental, is an approximation which Lessor and Lessee agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

**2.2 Acceptance of Premises.** Lessee hereby acknowledges: (a) that it has been advised by Lessor, to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, compliance with Applicable Law, as defined in Paragraph 6.3, and the present and future suitability of the Premises for Lessee's intended use, (b) that Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to Lessee's occupancy of the Premises and/or the term of this Lease, and (c) that neither Lessor, nor any of Lessor's agents, has made any oral or written representations or warranties with respect to the said matters other than as set forth in this Lease.

### **3. Term.**

**3.1 Term.** The Commencement Date, Expiration Date and Term of this Lease are as specified in Paragraph 1.3.

### **4. Rent. – See Paragraph 1.4.**

**5. Security Deposit.** Intentionally Deleted.

### **6. Use.**

**6.1 Use.** Lessee shall use and occupy the Premises only for the purposes set forth in Paragraph 1.8, or any other use which is comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to, neighboring premises or properties.

### **6.2 Hazardous Substances.**

**(a) Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature,

quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for liability of Lessor to any government agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in, on or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Lessor and compliance in a timely manner (at Lessee's sole cost and expense) with all Applicable Law (as defined in Paragraph 6.3). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Reportable Use shall also include Lessee's being responsible for the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may, without Lessor's prior consent, but in compliance with all Applicable Law, use any ordinary and customary materials reasonably required to be used by Lessee in the normal course of Lessee's business permitted on the Premises, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may (but without any obligation to do so) condition its consent to the use or presence of any Hazardous Substance, activity or storage tank by Lessee upon Lessee's giving Lessor such additional assurances as Lessor, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefrom or therefor, including, but not limited to, the installation (and removal on or before Lease expiration or earlier termination) of reasonably necessary protective

modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit under Paragraph 5 hereof.

**(b) Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor. Lessee shall also immediately give Lessor a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Premises, including but not limited to all such documents as may be involved in any Reportable Uses involving the Premises.

**(c) Indemnification.** Lessee shall indemnify, protect, defend and hold Lessor, its agents, employees, lenders, if any, and the Premises, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Lessee or under Lessee's control. Lessee's obligations under this Paragraph 6 shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances or storage tanks, unless specifically so agreed by Lessor in writing at the time of such agreement.

**6.3 Lessee's Compliance with Law.** Except as otherwise provided in this Lease, Lessee, shall, at Lessee's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Law", which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements

of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance or storage tank), now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Lessee shall, within five (5) days after receipt of Lessor's written request, provide Lessor with copies of all documents and information, including, but not limited to, permits, registrations, manifests, applications, reports and certificates, evidencing Lessee's compliance with any Applicable Law specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Lessee or the Premises to comply with any Applicable Law.

**7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.** Lessee shall keep the interior of the Premises in good order and repairs. Lessee shall not make any alterations, additions, or improvements to the Premises, nor make any utility installations nor install any trade fixtures.

**7.4 Surrender and Restoration.**

(a) **Surrender/Restoration.** Lessee shall surrender the Premises by the end of the last day of the Lease Term or any earlier termination date, with all of the improvements, parts, and surfaces thereof clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Lessee performing all of its obligations under this Lease.

**8. Insurance; Indemnity.**

**8.1 Payment for Insurance.** Intentionally Deleted.

**8.2 Liability Insurance.**

**(a) Carried by Lessee.** Lessee shall obtain and keep in force during the term of this Lease a Commercial General Liability policy of insurance protecting Lessee and Lessor (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death to any person and Two Hundred and Fifty Thousand Dollars (\$250,000) to damage to property with an "Additional Insured-Mangers or Lessors of the Premises" Endorsement and contain the "Amendment of the Pollution Exclusion" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance required by this Lease or as carried by Lessee shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance to be carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Not more frequently than every two (2) years, if, in the opinion of Lessor's lender or of the insurance broker retained by Lessor, the amount of public liability insurance coverage at that time is not adequate, Lessee shall increase the insurance coverage as required by either Lessor's lender or Lessor's insurance broker.

**8.3 Indemnity.** Except for Lessor's negligence and/or breach of express warranties, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, and Lessor's Lenders, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses, and/or liabilities arising out of, involving, or in dealing with, the occupancy of the Premises by Lessee, the conduct of Lessee's business, any act, omission or neglect of Lessee, its agents, contractors, employees or invitees, and out of any Default or Breach by Lessee in the performance in a timely manner of any obligation on Lessee's part to be performed under this Lease. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved

therein, and whether or not (in the case of claims made against Lessor) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against Lessor by reason of any of the foregoing matters, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be so indemnified.

**8.7 Exemption of Lessor from Liability.** Except for injury or damage directly caused by an act or omission of Lessor, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss or income or profit therefrom.

**9. Damage or Destruction.** Intentionally Deleted.

**10. Real Property Taxes.** – Intentionally Deleted.

**11. Utilities.** Lessee accepts the utility services provided to the Premises in an "as is" condition.

**12. Assignment and Subletting.** – There shall be no assignment or subletting of this Lease.

**13. Default; Breach; Remedies.**

**13.1 Default; Breach.** Lessor and Lessee agree that if an attorney is consulted by Lessor in connection with a Lessee Default or Breach (as hereinafter defined), Five Hundred Dollars (\$500) is a reasonable minimum sum per such occurrence for legal services and costs in the preparation and service of a notice of Default, and that Lessor may include the cost of such services and costs in said notice as rent due and payable to cure said Default. A "Default" is

defined as a failure by the Lessee to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Lessee under this Lease.

**13.2 Remedies.** If Lessee fails to perform any affirmative duty or obligation of Lessee under this Lease, within three (3) days after written notice to Lessee (or in case of an emergency, without notice), Lessor may at its option (but without obligation to do so), perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee to Lessor upon invoice therefor. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require all future payments to be made under this Lease by Lessee to be made only by cashier's check. In the event of a Breach of this Lease by Lessee, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach, Lessor may:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease and the Term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and that portion of the leasing commission paid by Lessor applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the prior sentence shall be

computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Efforts by Lessor to mitigate damages caused by Lessee's Default or Breach of this Lease shall not waive Lessor's right to recover damages under this Paragraph. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Lessor may reserve therein the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under subparagraphs 13.1(c) or (d) was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Lessee under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by subparagraphs 13.1(c) or (d). In such case, the applicable grace period under subparagraphs 13.1 (c) or (d) and under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession in effect after Lessee's Breach and abandonment and recover the rent as it becomes due, provided Lessee has the right to sublet, subject only to reasonable limitations. See Paragraph 12 for the limitations on assignment and subletting which limitations Lessee and Lessor agree are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect the Lessor's interest under the Lease, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Premises are located.

(d) The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**14. Condemnation.** Not Applicable.

15. **Tenancy Statement.** Not Applicable.
16. **Lessor's Liability.** Intentionally Deleted.
17. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Interest on Past-Due Obligations.** Intentionally Deleted.
19. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
20. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be rent.
21. **No Prior or Other Leases.** Intentionally Deleted.
22. **Notices.** Intentionally Deleted.
23. **Waivers.** Intentionally Deleted.
24. **Recording.** Neither Lessor nor Lessee shall make public or record this Lease.
25. **No Right to Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease.
26. **Cumulative Remedies.** No remedy provided hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
27. **Covenants and Conditions.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions.
28. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Idaho. Any litigation between the Parties concerning this Lease shall be initiated in Blaine County, Idaho.
29. **Subordination; Attornment; Non-Disturbance.** - Intentionally Deleted
30. **Attorney's Fees.** If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding

is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Lessor shall be entitled to the recovery from Lessee of Lessor's attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

**31. Lessor's Access; Showing Premises, Repairs.** Intentionally Deleted.

**32. Auctions.** Intentionally Deleted.

**33. Signs.** Lessee shall not place any sign upon the Premises, except that Lessee may, with Lessor's prior written consent, install (but not on the roof) such signs as are reasonably required to advertise Lessee's own business. Upon the expiration of the Lease, Lessee shall remove any signs and repair any damage that may be caused by their installation or removal. All signs shall comply with the City of Ketchum Ordinances. Lessee shall be allocated signs based on its pro rata share of the total Building.

The Parties hereto have executed this Lease on the dates appearing in the notary jurats following their signatures.

By LESSOR:

By LESSEE:

\_\_\_\_\_  
John R. Lane, Managing Member  
Lane Mercantile Limited Liability Company

\_\_\_\_\_  
Randy Hall, Mayor  
City of Ketchum

Address for notice purposes for Lessor is:

Address for notice purposes for Lessee is:

Dr. John R. Lane  
P.O. Box 612  
Ketchum, ID 83340  
and

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

Mr. George Kirk  
The Kirk Group  
Post Office Box 4380  
Ketchum, Idaho 83340

# City of Ketchum, Idaho

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



August 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement**

### Introduction/History

The Blackjack Ketchum Shoot-Out Gang provides entertainment during Wagon Days every year and enhances the visitor and resident experience during the Wagon Days celebration.

### Current Report

The Blackjack Ketchum Shoot-Out Gang will provide a total of three performances during Wagon Days again this year, one on Friday and two performances on Saturday.

### Financial Requirement/Impact

The City will pay the Blackjack Ketchum Shoot-Out Gang \$2,500.00 for their services.

### Recommendation

I respectfully recommend the City Council authorize the Mayor to sign the Independent Contract Agreement with the Blackjack Ketchum Shoot-Out Gang.

### Recommended Motion

"I move to authorize the Mayor to sign the Independent Contract Agreement with the Blackjack Ketchum Shoot-Out Gang for entertainment during Wagon Days."

Sincerely,

Lisa Horowitz  
Community and Economic Development Director

**INDEPENDENT CONTRACTOR AGREEMENT**  
(Ketchum/Blackjack Ketchum Shoot-Out Gang)

This Independent Contractor Services Agreement (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of August , 2012 by and between the CITY OF KETCHUM, Idaho, a municipal corporation (hereinafter referred to as the "City") and "BLACKJACK KETCHUM SHOOT-OUT GANG," (hereinafter referred to as "Contractor").

RECITALS

A. The City of Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. Pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents.

C. It is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

D. The City finds that the performances by the Contractor will enhance the visitor and residence experience during the Wagon Days celebration.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion unanimously passed by the Ketchum City Council, the parties agree as follows:

**1. Payment by the City.** The City shall pay Contractor the sum of \$2,500 (TWO THOUSAND FIVE HUNDRED DOLLARS) in two equal installments. The first installment of \$1,250 (ONE THOUSAND TWO HUNDRED FIFTY DOLLARS) shall be paid prior to the first performance by Contractor but not until Contractor delivers the Certificate of Insurance described in Paragraph 7 herein below. The second installment of \$1,250 (ONE THOUSAND TWO HUNDRED FIFTY DOLLARS) shall be paid after the third and final performance by the Contractor.

**2. Services To Be Provided By Contractor.** Contractor agrees to provide three separate performances on Main Street in Ketchum, Idaho:

First performance: Friday, August 31st, 201 at 7:00 p.m. between Second and Third Street.

Second performance: Saturday, September 1, 2012 at 12:15 p.m.  
Between Sun Valley Road and Fourth Street.

Third performance: Saturday, September 1, 2012 at 7:00 p.m.  
between Second and Third Street.

**3. Non-assignment.** This Agreement may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of the City.

4. **Default.** In the event the Contractor shall fail for any reason to provide the services as set forth in this Agreement, this Agreement shall automatically terminate.

5. **Independent Contractor Status.** The parties acknowledge and agree that the Contractor shall provide his/her services in the status of independent contractor, and not as an employee of the City. The Contractor and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by the Contractor in a competent, efficient and satisfactory manner.

6. **Hold Harmless Agreement.** Any contractual obligation entered into or assumed by the Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of the Contractor's obligations pursuant to this Agreement shall be the **sole responsibility** of the Contractor, and the Contractor covenants and agrees to indemnify and hold the City harmless from any and all claims and causes of action arising out of the Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

7. **Compliance With Laws/Public Records.** Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

8. **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 their first performance and prior to their first payment.

9. **Miscellaneous Provisions.**

(a) Paragraph Headings. The headings in this 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 of the provisions of the Agreement.

(b) Provision Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

(c) Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(d) Successor and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

(e) 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 matters.

(f) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

(g) Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

(h) No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

(i) Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM, IDAHO

BLACKJACK KETCHUM SHOOT-OUT  
GANG

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

By: \_\_\_\_\_  
Forrest Dick, President

ATTEST:

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

# City of Ketchum, Idaho

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



August 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Recommendation to Accept the Contract For Auditing Services from Dennis R. Brown, CPA**

### Introduction/History

The City contracted with Dennis R. Brown, CPA for auditing services for the Fiscal Years ending September 30, 2009, September 30, 2010 and September 30, 2011. The contract included any and all out of pocket costs for travel, supplies, food and lodging. The fee for auditing services was \$7,000 for each of the three years listed above.

### Current Report

Dennis Brown's proposal for auditing services is for Fiscal Years ending September 30, 2012, September 30, 2013 and September 2014. The audit objective and procedures are outlined in the contract. This engagement is not intended to bind future City Councils and may be rescinded by either party upon 60 days written notice.

### Financial Requirement/Impact

Auditing Service Fees are:

\$7,400 for FY 2012

\$7,600 for FY 2013

\$7,800 for FY 2014

### Recommendation

I respectfully recommend the City Council accept the contract for Auditing Services with Dennis R. Brown.

### Recommended Motion

*"I move to accept the contract for Auditing Services with Dennis R. Brown."*

Sincerely,

A handwritten signature in black ink that reads "Sandra E. Cady".

Sandra E. Cady, CMC  
City Treasurer/Clerk

**DRB**  
**Dennis Brown**  
**CERTIFIED PUBLIC ACCOUNTANT**

828 Blue Lakes Boulevard North • P.O. Box 2367 • Twin Falls, Idaho 83303 • (208) 733-1161 • Fax: (208) 733-6100

June 19, 2012

City of Ketchum, Idaho  
Ketchum, Idaho

I am pleased to confirm my understanding of the services I am to provide the City of Ketchum, Idaho (City) for the year ended September 30, 2012 and the two succeeding years. I will audit the financial statements of the governmental activities, business-type activities, and the discretely presented component unit comprising the basic financial statements, of the City of Ketchum, Idaho as of and for the year ended September 30, 2012 and the two succeeding years. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City's basic financial statements. As part of my engagement, I will apply certain limited procedures to the City's RSI. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

Audit Objective

The objective of my audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole. My audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures I consider necessary to enable me to express such opinions. If my opinions on the financial statements are other than unqualified (unmodified), I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during my audit I become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, I will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter my assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services (if any) I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, any aggregate discretely presented component units, each major fund (if any), and the aggregate remaining fund information of the City and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to me and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that I may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3)

that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than

absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to matters that might arise during any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. I will request written representations from your attorney as part of the engagement, and he may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope that would be necessary to render an opinion on internal control and, according, no opinion will be expressed in my report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and Government Auditing Standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform test of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance and issued pursuant to Government Auditing Standards.

#### **Engagement Administration, Fees, and Other**

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

I will provide copies of my reports to the City of Ketchum, Idaho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dennis R. Brown, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to the Idaho State Board of Accountancy or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office or purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. I will notify you of any such requests. If requested, access to such audit documentation will be provided under the supervision of Dennis R. Brown, CPA. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit on approximately October 29, 2012 and to issue my reports no later than November 30, 2012.

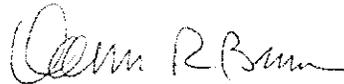
My fee for these services will be \$7,400 for fiscal year 2012, \$7,600 for 2013 and \$7,800 for 2014. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Government Auditing Standards require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2009 peer review report accompanies this letter.

This engagement is not intended to bind future City Councils and may be rescinded by either party upon 60 days written notice.

I appreciate the opportunity to be of service to the City of Ketchum, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,



Dennis R. Brown  
CERTIFIED PUBLIC ACCOUNTANT

RESPONSE:

This letter correctly sets forth the understanding of the City of Ketchum, Idaho.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Ketchum, Idaho

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



August 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

**Recommendation to Adopt Resolution No. 12-012  
To set a Public Hearing and Publish Notice  
To Amend the 2011-12 Fiscal Year Budget**

Introduction/History

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

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

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

Current Report

Resolution No. 12-012 is a resolution of the City Council providing for publication of Notice of Public Hearing in the Idaho Mountain Express on August 22nd and August 29th and for Public Hearing to be held at 5:30 p.m. on September 4, 2012, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Requirement/Impact

If approved by the Council on September 4, 2012, the budget amendment would appropriate additional monies in the sum of \$280,000. Notice of Public Hearing showing Proposed Revenues and Proposed Expenditures has been included in the packet with Resolution No. 12-012.

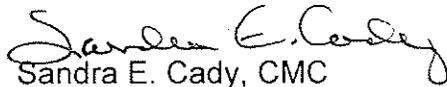
Recommendation

I respectfully recommend that the Ketchum City Council adopt Resolution No. 12-012.

Recommended Motion

*"I move to approve Resolution No. 12-012, Providing for Publication of Notice of Public Hearing and for Public Hearing for an amendment to the 2011-12 Fiscal Year Budget".*

Sincerely,

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

**RESOLUTION NO. 12-012**

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

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

SECTION 1. That public hearing thereon be held at 5:30 p.m., on September 4, 2012, in the  
City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the  
fiscal year 2011-12 and notice of said public hearing in the Idaho Mountain Express, Ketchum,  
Idaho, on August 22, 2012 and August 29, 2012.

PASSED BY THE CITY COUNCIL this 20th day of August 2012.

SIGNED BY THE MAYOR this 20th day of August 2012.

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

ATTEST:

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

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho will hold a Public Hearing for consideration of an amendment to the 2011-12 fiscal year budget by appropriating additional monies received by the City of Ketchum, Idaho, said hearing to be held at Ketchum City Hall, 480 East Avenue North at 5:30 p.m. on September 4, 2012.

	<u>EXPENDITURES</u>			Increase over
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>Adopted Budget</u>	<u>Original</u>
	<u>FY 09-10</u>	<u>FY 10-11</u>	<u>FY 11-12</u>	<u>Appropriation</u>
<b>FIRE &amp; RESCUE FUND:</b>				
Repair & Maintenance-Building	0	2,102	9,000	25,000
<b>AMBULANCE SERVICES FUND:</b>				
Repair & Maintenance-Building	0	2,138	9,000	25,000
<b>IN-LIEU HOUSING FUND:</b>				
Workforce Housing Project	0	0	0	130,000
<b>PARK &amp; RECREATION TRUST FUND:</b>				
Park Memorial Bench/Trees	0	0	0	5,200
Whitewater Park	0	0	0	60,000
Kagan Park	0	0	0	100
Other Donation Programs	0	0	0	34,700
			<b><u>TOTAL APPROPRIATION</u></b>	<b><u>280,000</u></b>

	<u>REVENUES</u>			
<b>FIRE &amp; RESCUE FUND:</b>				
Fund Balance	0	0	3,122	25,000
<b>AMBULANCE SERVICES FUND:</b>				
Fund Balance	0	0	16,647	25,000
<b>IN-LIEU HOUSING FUND:</b>				
Fund Balance	0	0	69,850	130,000
<b>PARK &amp; RECREATION TRUST FUND:</b>				
Donations	0	0	0	100,000
			<b><u>TOTAL APPROPRIATION</u></b>	<b><u>280,000</u></b>

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

**DATED this 20th day of August 2012**

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

Publish: Idaho Mountain Express  
August 22, 2012  
August 29, 2012

# City of Ketchum, Idaho

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



August 14, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors,

## Emergency Response Pay For Exempt Employees

### Introduction/History

In a disaster situation, such as the 2007 Castle Rock, City of Ketchum employees may be required to work exceedingly long hours to provide for the protection of life and property in the City and surrounding communities. FLSA exempt employees, with the exception of department heads, are not paid overtime for these extra hours but may accrue compensatory time. In most cases the extra compensatory time cannot be used by the end of the fiscal year and no compensation or carry-over of accumulated compensatory time is permitted.

### Current Report

Currently eligible exempt employees from the City of Ketchum may be utilized in Ketchum or deployed to assist other agencies during emergencies. These assignments or deployments are a valuable training tool for City staff as they allow experience in real emergencies or disasters that our area may experience in the future. Assistant Fire Chief Robbie Englehart was deployed last year to the Wallow Fire in Arizona and is currently deployed as a structure protection Strike Team Leader on the Mustang Complex Fire near Salmon Idaho. The experience that Chief Englehart gains on these fires each year helps our fire department train and prepare for events such as the Castle Rock Fire that could adversely affect our citizens and property in the City of Ketchum. Chief Englehart accumulates excessive hours of compensatory time each year responding to local our own emergency calls and working with our staff but has never been able to use that time up before he loses it at the end of the fiscal year. Under this resolution Chief Englehart would be taking leave from the City using accrued compensatory time while he is on the Mustang Complex Fire and would be paid his normal 40 hour week salary by the City of Ketchum. All hours that he actually works on the fire are documented on Idaho Department of Lands shift tickets and the City of Ketchum would be reimbursed for these hours plus his benefit load by the Idaho Department of Lands which is the agency which the City has an agreement for these types of deployments. Resolution 12-013 and Exhibit A outline the process for which eligible exempt employees would be paid for all the hours worked during these types of situations while working for another agency provided all cost are reimbursed.

Financial Requirement/Impact

There is no financial impact from this Resolution since the payroll costs including benefits are reimbursed by the requesting agency. The only impact to the City of Ketchum is the time needed to enter the data from the requesting agency's reimbursement process and to issue a payroll check to the employee during a regular pay period.

Recommendation

I respectfully recommend that the City Council consider this Resolution as a way to improve employee morale and to allow our eligible exempt employees to gain experience in disaster preparedness and response.

Recommended Motion

"I move to approve Resolution 12-013 and Exhibit A".

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Elle". The signature is stylized and cursive.

Mike Elle  
Fire Chief

**RESOLUTION NO. 12-013**

A RESOLUTION OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING EXEMPT EMPLOYEES TO BE COMPENSATED FOR HOURS WORKED IN EXCESS OF A NORMAL WORK WEEK UNDER CERTAIN CIRCUMSTANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain employees of the City of Ketchum are classified as exempt under the Fair Labor Standards Act and generally are not eligible for compensation for hours worked in excess of the normal forty-hour work week; and

WHEREAS, in certain rare circumstances, exempt employees may be requested to mobilize to assist other local, state, or federal governmental units in response to a disaster, emergency, or fire; and

WHEREAS, the City of Ketchum recognizes that when these employees assist other governmental units in response to disasters, emergencies, or fires, they may work more than their normal forty-hour work week; and

WHEREAS, the City of Ketchum finds it to be in the best interests of allowing the payment of additional compensation for those hours worked in excess of forty hours within a week to fairly compensate those employees who assist other governmental units in responding to disasters, emergencies, or fires;

NOW THEREFORE, be it resolved by the City Council of the City of Ketchum, Idaho, as follows:

Section 1. That City of Ketchum exempt employees may be eligible for all hours worked when requested by a governmental unit in response to a disaster, emergency, or fire as provided in the attached Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. That prior resolutions in conflict with this resolution shall be of no effect to the extent of the conflict.

Section 3. That if any portion of this resolution, including the incorporated Exhibit A, is declared void or otherwise unenforceable by a court of competent jurisdiction, the remainder will remain in effect to the extent practical without the voided provision.

Section 4. That this resolution shall be in effect retroactive to August 1, 2012 upon its passage by the City Council of the City of Ketchum.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF KETCHUM, IDAHO

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

ATTEST:

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

## RESOLUTION NO. 12-013

### Exhibit A

#### Emergency Response Pay for Exempt Employees

Generally. Neither the Fair Labor Standards Act nor City of Ketchum policy requires the payment of overtime to exempt employees. The City recognizes that in certain, rare circumstances, certain exempt employees other than Department Heads may be granted additional pay under the terms of this policy. Additional compensation provided to exempt employees does not conflict with the salary basis of pay, and does not compromise an employee's exempt status. The City finds it to be in the best interests of the citizens of the City that certain employees participate in activations in response to emergencies, disasters, or fires and that it is fair and equitable to compensate employees who participate when called accordingly.

Emergency Response Pay. The City of Ketchum will provide its employees considered exempt under the Fair Labor Standards Act with emergency response pay for every hour worked in excess of forty hours during their normal work week when responding to a federal, state, or local emergency pursuant to (1) an agreement between the City and the state of Idaho, the federal government, and/or another governmental unit; or (2) a request of the City by another governmental unit to respond to a declared emergency, disaster, or fire. Emergency response pay will be calculated at the normal hourly rate plus benefits for those hours exceeding forty hours in one week, or at the rate provided by any agreement between the City and other governmental unit.

Requirements for Eligibility. In addition to the provisions above and elsewhere in this policy, the following requirements must be met for an employee to be eligible for emergency response pay: (1) An employee may be eligible for emergency response pay when the requesting governmental unit agrees to reimburse the City for that pay. (2) Payment of emergency response pay must not be inconsistent with any agreement between the City and the state of Idaho, federal government, and/or other governmental unit, particularly any pay and reimbursement provisions of any such agreement. (3) All documentation required for reimbursement must be produced to the applicable City department head or other governmental unit to be eligible for emergency response pay.



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

**Present:** Mayor Randy Hall  
Councilor Nina Jonas  
Councilor Michael David  
Councilor Jim Slanetz

**Absent:** Council President Baird Gourlay

**Also Present:** Ketchum City Attorney Stephanie Bonney  
Ketchum Community and Economic Development Director Lisa Horowitz  
Ketchum Associate Planner Rebecca Bundy  
Ketchum Police Chief Steve Harkins  
Recording Secretary Sunny Grant

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

Mayor Randy Hall shared the sad news that Ketchum had lost three important community members in the last couple weeks: Alice Schernthanner, Jim Cimino, and Tom Unger.

Mayor Hall awarded an accommodation to Maggie Burbridge, who saved the life of a child in the Ketchum Parks and Recreation Summer Youth Program. She saw him choking during lunch and performed the Heimlich Maneuver on him.

**2. Communications from Mayor and Councilmembers**

- Councilor Nina Jonas said a constituent was afraid to walk across Main Street. Ketchum Police Chief Steve Harkins said police officers in plain clothes implement a crosswalk safety program several times a year by educating or ticketing drivers who fail to stop for pedestrians.

**3. Discussion on uses at Town Square**

Mayor Hall said Zumba and Full Moon Yoga classes on Town Square are very popular, but there have been some complaints about noise and inappropriate lyrics from residents and businesses.

The Parks Department's goal was to provide one hour of active movement in Town Square Monday through Saturday. They have since decreased Zumba classes to twice per week, plus a Full Moon Yoga. Noise levels are being monitored at the edge of Town Square; and speakers have been adjusted to amplify into the square but not out of it.

After Zumba, class students go off for coffee or breakfast, or to buy groceries or shop downtown.

**PUBLIC COMMENT:**

- Zumba instructor Lory Rainey said everyone—4-year-old children to 80-year-olds—loved Zumba classes. Many visitors ask when the next class will be.
- Aaron Baird measures sound level for Zumba classes. The classes are amazing. He invited everyone to join the class.
- Diane Walker, Zumba instructor, likes the 9:00 Friday morning class before she goes to work.
- Cathy Martin is not a Zumba participant, but supports activities in Town Square and other fun youthful things that bring vibrancy to town.
- Mickey Garcia said old foggy baby boomers wanted everything to happen in town, and encouraged everything to happen at Town Square. Now the vibrancy is causing conflict. You can't please everybody.
- Dale Bates said the sound level, as measured by Ketchum Police Officer Dave Kassner, varied from 74 to 83dB at different points on the perimeter of Town Square. It's very important to dialogue on how public space is used. 83dB is too loud to have a conversation, and is too loud on Town Square because it excludes any other use. Yelling and screaming isn't really appropriate for a public place, and lyrics need to be family-appropriate. One single-function activity cannot dominate without diminishing the function of a public square.

Ketchum Parks and Recreation Director Jen Smith said they had to carefully manage the space so as to not exceed Town Square's activity and noise carrying capacity.

- Anne Corrock said Zumba classes would have even more impact if moved to Rotary Park, and it would be taking people out of the downtown.

#### **4. Vertical Turbine Reuse Pumps Contract for Services**

Ketchum has a trade agreement with Weyyakin for potable water. Ketchum Wastewater Plant Supervisor Dave Taylor requested approval of a contract with CH Spencer Company for three vertical turbine pumps to distribute reuse water to Weyyakin. CH Spencer was considerably lower than the other bidder, and lower than the engineer's estimate. The Wastewater Plant has worked with CH Spencer in the past, and is familiar with the pumps.

**Councilor Michael David moved to approve the contract for services with CH Spencer Company for vertical turbine reuse pumps, not to exceed \$74,000. Motion seconded by Councilor Jim Slanetz, and passed unanimously.**

#### **5. Communications from the public**

Betty Caroline, manager of the Lift Tower Lodge, said there were too many activities some weekends, resulting in no available hotel rooms; and no activities on other weekends, resulting in empty rooms. When area hotels are overbooked, unhappy visitors have to go to Twin Falls for a room and don't return. People didn't come to the bike race this year because the date was changed, resulting in hotels already booked for the antique fair. Turning away visitors is a disservice to everyone, from local businesses to event participants to the visitors.

Councilor Nina Jonas said it's embarrassing for a hospitality community to not be able to accommodate visitors, especially when everyone works so hard to bring people here.

Councilor Jim Slanetz said there must be a central list of rooms available.

##### **PUBLIC COMMENT:**

- Nicky Gulliford, manager of the Clarion Inn, said hotels should know about all rentable properties, including condominiums, although they cost more than most people can pay. Peter Lewis, owner of the Clarion Inn, said a central list should be available through the Sun Valley Marketing Alliance.
- Jed Gray said the former Chamber had a central reservation system and helped to coordinate events. He suggested the town could use a chamber of commerce again.
- Anne Corrock said a central calendar would help to coordinate events.
- Mickey Garcia agreed that a central reservation system was needed. Resources were going to waste.
- Phyllis Shafran thought the Visitors Center had computers that did this.

Mayor Hall thanked Ms. Caroline for her comment, and concurred.

#### **6. Local Option Tax ballot measure for Air Service Retention**

This is the second discussion of a ballot measure to increase local option tax by 1% for five years to support air service. A Joint Powers Agreement was drafted by attorneys for Fly Sun Valley Alliance, Ketchum, Sun Valley and Hailey. Sun Valley City Councilwoman Michelle Griffith met with the other cities' attorneys to work through their concerns. FSVVA met with the City of Sun Valley to work through some JPA issues, and will continue to meet with cities and organizations to alleviate all concerns.

Local cities must make a decision by September 6 in order to get it on the November general election ballot.

##### **PUBLIC COMMENT:**

- Jed Gray said the Sun Valley Board of Realtors has been working with Fly Sun Valley Alliance and Sun Valley Company. Sustainable air service is necessary to keep the business community vibrant. The Board of Realtors strongly supports the 1% local option tax increase; and supports putting it on the ballot for citizens to make the decision.
  - The Board of Realtors is contributing \$2,000 to Fly Sun Valley Alliance to promote the ballot measure.
  - The Board of Realtors is initiating a voluntary challenge to all real estate agencies to contribute 1¢ for every dollar of gross real estate commissions to Fly Sun Valley Alliance; and also challenging the entire business community to invest in the community's future.
- Nicky Gulliford said the Wood River Lodging Association supports the 1% tax. But they are concerned about pricing themselves out of the market by charging more tax than competitive resorts. Hotels don't want to have to lower their rates to remain competitive.
- Peter Lewis said there were several layers of state tax on hotel rooms. He suggested an appeal to the state to reduce taxes in the interest of increasing tourism in Idaho.
- Dick Fenton said Fly Sun Valley Alliance compared tax rates of competitive resorts on lodging, retail and restaurants, and didn't think Sun Valley's tax rate was problematic.
- Mickey Garcia said air service was critical to the Valley, and supported trying the additional LOT for five years.
- Anne Corrock said this was two different issues: Does Ketchum want to pay for MRGs; and how to pay for them. The additional LOT is a proposal to pay for MRGs. The two issues should be kept separate, since some people just don't want to pay for MRGs.

Does the JPA have any control over what the airlines will charge for airfare? The JPA doesn't seem to have any by-laws, staff or organization. People are not going to be comfortable giving money to something they don't know, without by-laws.

- With MRGs an inconsistent amount, what happens to excess 1% LOT?
  - The JPA says Sun Valley Resort is "anticipated to participate." How firm is that?
  - The JPA says lawsuits will be covered by the cities. Is that part of the 1%, or over and above it?
  - Some businesses take the LOT out of what they charge. They won't raise their prices, but it will affect their profit.
  - There's nothing in the JPA for buses.
  - This doesn't need to be a hurry. It can be on a May ballot.
- Phyllis Shafran said the ballot says "raise the current LOT", which doesn't indicate the 1% is a separate LOT. Also, the breakdown of money to marketing and to the airlines needs to be made clear.

Answers to questions:

- The 1% LOT is a completely separate tax. Accounting for the two LOT collections would be totally separate. The 1% additional LOT cannot be used for any of the purposes for which the current LOT is used.
- The JPA Board will work with Fly Sun Valley Alliance and the Sun Valley Marketing Alliance to develop a strategic plan and budget. "Staff" work will be done by those organizations.
- The ballot will state what any "excess" money at the end of the five-year period will be used for. If the LOT program is working well at the end of five years, it can be put up for vote again.
- Sun Valley Company won't be party to the JPA, so the JPA can't obligate them.
- If LOT funds are to be used for ground transportation, that needs to be added to the ballot purposes.
- If the ballot or JPA is challenged, all JPA entities must share in the cost pro rata. Money will come from the LOT.
- The ballot gives cities the authority to impose the tax, but does not mandate that the tax be imposed.
- LOT revenue is expected to go primarily to Fly Sun Valley Alliance and Sun Valley Marketing Alliance, which are non-profits and not subject to the Public Records Act. The MRG agreements will be between the non-profits and the airlines, and not subject to public disclosure.

Councilor Jonas would like to see ground transportation included in the ballot language. A small contribution to Mountain Rides of \$68,000 to \$120,000 would be a nice nod to local citizens, second homeowners and 2 and 3-star visitors.

Seder said including ground transportation could be opening a can of worms. There is a strong feeling in the community that it's time to focus on promoting air service.

Sun Valley Company Director of Resorts and Development Wally Huffman said a shuttle service from both Boise and Twin Falls to Sun Valley would be useful, but the best chance for the LOT measure to succeed is to keep it simple.

Sun Valley Resort would have gladly disclosed MRG information to the public; but the airlines wanted to keep MRG details and formula confidential. In the past, Sun Valley spent 25-33% of MRGs on marketing.

Councilmembers said ballot language and education were extremely important. The language had to be clearer that the money will go to the JPA, who will decide how the money will be allocated to be most effective.

The marketing/MRG allocation is very dynamic, and will require FSVA and SVMA to work together. If more marketing is done to fill the seats, less MRGs should be necessary. But MRGs will jump when a new city opens up.

Jed Gray suggested the Sun Valley Board of Realtors spend \$2,000 on an educational brochure explaining the relationship between MRGs and marketing, and that the JPA will monitor and oversee the funds.

Mayor Hall said that 80% of the LOT is generated by tourists, and Sun Valley Resort will match MRG funding by 50%.

## **7. Walkable Ketchum Project Update and Funding Request**

*Also Present: Ketchum Community Development Corporation Executive Director Jon Duval*

KCDC Walkable Ketchum Project Manager Dale Bates said they continue to develop wayfinding, and refine its design elements. If funded, wayfinding can begin immediately after Wagon Days and be partially in place by the holidays.

The Wayfinding team would like direction from Council on a Walkable Ketchum logo, and on who should decide what the name of the West Ketchum district should be. The team would also like direction on the wording of gateway signs. The favored is "Welcome to the Heart of Ketchum."

Bates outlined the three funding levels. The first level would include a gateway sign and concentrate on Fourth Street, Main Street and Sun Valley Road. Level 2 would complete the directions that Level One points to. Level 3,

which could be phased in, would finish the signs for the next five years. Funding the first level or two provides the opportunity for the Wayfinding team to look for private donations for more signs.

Councilor Jonas wanted a coordinated effort, but not homogenous. Names should be natural, and something that people will really use. She would like to use a Ketchum logo, but thinks Ketchum needs a new logo.

KCDC Executive Director Jon Duval thought there should be a specific Wayfinding logo, so people would look for it for directions and location information.

Bates said it would cost an additional \$200,000 to complete streetlighting; and another \$225,000 to fill in 80% of the missing sidewalks. The team plans to apply for the Idaho Department of Commerce grant. Allocating some street repair funds to repairing sidewalks would improve the City's potential for getting the grant, and public support would help fund wayfinding and walkability.

#### **8. Public Apology to the City Council**

Ketchum Police Chief Steve Harkins introduced two arson offenders, Karel Kaiser and Parker Morris. As part of a Restorative Justice Conference, the two offenders agreed to apologize to the community for attacking a police officer, their police chief and his family, and destroying city property.

In December, 2010, three teenage boys doused a deputy's police car with gasoline and set the car on fire in front of the deputy's house. Neighbors extinguished the fire. The next day, the same boys lit the Ketchum Police Chief's car on fire in his driveway. The Chief extinguished the fire, and no one was hurt. The Restorative Justice Agreement allowed the three boys to do community service and talk to other kids, in order to avoid long jail sentences.

Mayor Hall said everyone made mistakes, but these boys had crossed the line.

Parker Morris said they'd had some run-ins with police officers locally and out-of-county. They posted flyers at school and throughout town to form a group called Teens Against Police Harassment, and intended to go to the police and try to straighten things out. The posters were ripped down, and kids at school got in trouble with the school police officer. The three boys were frustrated that their peaceful attempts had been thwarted and lost control in sending their message to all police. Morris said he wanted to do what he could to make amends to Officer Turner and Chief Harkins and his family, and citizens of Ketchum and Hailey. He wanted to tell kids that one bad experience with a police officer didn't justify the horrific thing they did.

Mayor Hall said life is not fair. Handling adversity is what defines a human being's character.

Karel Kaiser said the three grew up together and had the same mindset. They went extremely overboard, and they all regretted what they'd done. He apologized to everyone in Blaine County, and guaranteed it wouldn't happen again.

Councilor David thanked the boys for making their public apology. He told the boys to keep giving back by teaching other kids what they'd learned. They would be forgiven, and they would be better people as a result.

Councilor Jonas said they had a unique perspective, and asked them to continue their public service in the future.

Councilor Slanetz said the boys had a chance to make up for their crime in the future.

Blaine County Probation Director Teresa Espedal said the victims and offenders and their families went through a difficult process to get to this point. The boys were given a gift in the opportunity to rise above their crime and repair the harm they've done. Espedal thanked the Council for giving the boys the opportunity to talk to them.

Councilors commended Chief Harkins on his ability to forgive and participate in the restorative process.

#### **9. Ketchum Comprehensive Plan Consulting Agreement**

Ketchum budgeted \$90,000 for the Comprehensive Plan process. Staff and local resources have made progress on revising the Ketchum Comprehensive Plan, but would now like approval to contract for services with an outside consultant. The consultant is within the department's budget.

Councilor Slanetz felt the work so far was nice and gave direction, but wasn't very detailed. He thought \$50,000 was a lot of money. Mayor Hall said the city's current Comp Plan had proven to be a little too rigid, and wanted this one to be a little more flexible. Horowitz said they were looking for a specialized comp plan consultant who knew Idaho and would work with staff doing most of the work, and did not issue an RFP. City Attorney Bonney said a contract for independent professional services was exempt from bid laws. Councilor David said he'd worked with the former Comp Plan, and wanted to get out from under so much detail.

City Attorney Bonney said the Comprehensive Plan, required by Idaho law, is a "vision statement" for the community. It's not regulatory or binding, but guides ordinances which implement it.

**Councilor Nina Jonas moved to approve the contract for services with Clarion Associates for comprehensive plan work in an amount not to exceed \$50,000. Motion seconded by Councilor Michael David. Motion passed with two in favor and Councilor Jim Slanetz opposed.**

**10. Questions from the Press**

Wood River Radio News Director Dayle Ohlau asked for clarification of the law for cars stopped for a pedestrian crossing a street in an intersection. City Attorney Bonney will check.

**11. Consent Calendar**

- a. Approval of minutes from the July 16, 2012 Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Approval of 2012-13 Liquor, Beer and Wine Licenses

Councilor Nina Jonas moved to adopt the Consent Calendar for August 6, 2012. Motion seconded by Councilor Michael David, and passed unanimously.

**11. Adjournment**

Councilor Nina Jonas moved to adjourn at 8:44 pm. Councilor Michael David seconded the motion, and it passed unanimously.

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Randy Hall  
Mayor

ATTEST:

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Sandra E. Cady, CMC  
City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2171-2000 P/R TAXES PBL--STATE W/H</b>			
STATE TAX COMMISSION	PR0810120	State Withholding Tax Pay Period: 8/10/2012	6,256.00
<b>01-2171-4000 P/R TAXES PBL -- WORKERS COMP</b>			
STATE INSURANCE FUND	6400556	Workmen's Comp	9,894.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
III-A	PR0810121	Health Ins - Family Pay Period: 8/10/2012	315.66
III-A	PR0810121	Health Ins - Employee + Spouse Pay Period: 8/10/2012	350.68
III-A	PR0810121	Health Ins - Family Pay Period: 8/10/2012	420.88
III-A	PR0810121	Health Ins - Employee + 1 Chld Pay Period: 8/10/2012	53.40
III-A	PR0810121	Health Ins - Employee + 2 Chld Pay Period: 8/10/2012	145.18
III-A	PR0810121	Health Ins - Family Pay Period: 8/10/2012	105.22
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	PR0810120	AFLAC After-Tax Pay Period: 8/10/2012	145.33
AFLAC	PR0810120	AFLAC Pre-Tax Pay Period: 8/10/2012	700.89
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	PR0810120	Dental Insurance - 1 Child Pay Period: 8/10/2012	51.96
DELTA DENTAL PLAN OF IDAH	PR0810120	Dental Insurance - Spouse Pay Period: 8/10/2012	222.84
DELTA DENTAL PLAN OF IDAH	PR0810120	Dental Insurance - Family Pay Period: 8/10/2012	739.52
DELTA DENTAL PLAN OF IDAH	PR0810120	Dental Insurance - 2+ Child Pay Period: 8/10/2012	183.42
<b>01-2173-3000 P/R DEDUC PBL--PEBSCO</b>			
NATIONWIDE RETIREMENT SOL	PR0810120	Nationwide - 0026904-001 Pay Period: 8/10/2012	375.00
<b>01-2174-0000 P/R DEDUC PBL--GARNISHMENTS</b>			
CHILD SUPPORT SERVICES	PR0810120	Child Support Pay Period: 8/10/2012	269.68
<b>01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.</b>			
PIONEER FEDERAL CREDIT UNI	PR0810120	Pioneer Federal Credit Union Pay Period: 8/10/2012	3,171.00
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
NBS-NATIONAL BENEFIT SERVI	PR0810120	125 Medical Savings Pay Period: 8/10/2012	1,403.53
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	PR0810120	125 Dependant Care Pay Period: 8/10/2012	484.92
Total :			<u>25,289.11</u>
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-07/12	ACCT. 1856	140.70
US BANK	07/25/12	Chamber Bucks per Mayor Randy Hall	100.00
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
US BANK	07/25/12	Travel & Meeting Expenses - Mayor	221.76
Total LEGISLATIVE & EXECUTIVE:			<u>462.46</u>
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	106935	Office Supplies	32.28
CHATEAU DRUG CENTER	866718	Supplies	7.59
US BANK	07/25/12	Office Supplies - Office Max	74.47
US BANK	07/25/12	Pens	42.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTEGRATED TECHNOLOGIES	52391A	Copier Maintenance	46.63
INTEGRATED TECHNOLOGIES	C1A052	Copier Maintenance	7.14
INTEGRATED TECHNOLOGIES	C1A054	Copier Maintenance	27.51
INTEGRATED TECHNOLOGIES	C1B120	Copier Maintenance	7.14
INTEGRATED TECHNOLOGIES	C1B122	Copier Maintenance	37.01
UNIFIED OFFICE SERVICES	143925	Office Supplies	35.44
GREAT AMERICA LEASING COR	12378790	Copier Charges	39.64
GREAT AMERICA LEASING COR	12496342	Copier Charges	39.65
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	43723	CONTRACT SUPPORT	895.67
GRANT, SUZANNE	081312	CC Minutes 08/06/12	292.50
KETCHUM COMPUTERS, INC.	8813	Computer Maintenance	125.00
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-07/12	Account 2196	123.12
<b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>			
US BANK	07/25/12	Travel & Meeting Expenses - Gary	115.27
US BANK	07/25/12	Refund from the Grove Hotel	87.01-
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	905.30
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262M	387.01
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	8806	Computer Maintenance	2,360.00
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	662308	ACCT. 951449	90.00
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	8.94
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	29.58
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
ATKINSONS' MARKET	1856-07/12	ACCT. 1856	45.69
US BANK	07/25/12	Light Bulbs	36.00
SYSCO	207310262	Supplies	111.25
Total ADMINISTRATIVE SERVICES:			5,835.62
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	106935	Office Supplies	28.61
US BANK	07/25/12	Correction Tape	3.33
US BANK	07/25/12	Pens	42.80
INTEGRATED TECHNOLOGIES	52391A	Copier Maintenance	93.26
INTEGRATED TECHNOLOGIES	C1A052	Copier Maintenance	14.29
INTEGRATED TECHNOLOGIES	C1A054	Copier Maintenance	55.02
INTEGRATED TECHNOLOGIES	C1B120	Copier Maintenance	14.29
INTEGRATED TECHNOLOGIES	C1B122	Copier Maintenance	74.03
GREAT AMERICA LEASING COR	12378790	Copier Charges	.01
GREAT AMERICA LEASING COR	12378790	Copier Charges	79.30
GREAT AMERICA LEASING COR	12496342	Copier Charges	79.30
<b>01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL</b>			
BUSINESS AS USUAL	106935	Office Supplies	23.66
INTEGRATED TECHNOLOGIES	52391A	Copier Maintenance	93.26

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTEGRATED TECHNOLOGIES	C1A052	Copier Maintenance	14.29
INTEGRATED TECHNOLOGIES	C1A054	Copier Maintenance	55.02
INTEGRATED TECHNOLOGIES	C1B120	Copier Maintenance	14.29
INTEGRATED TECHNOLOGIES	C1B122	Copier Maintenance	74.04
GREAT AMERICA LEASING COR	12378790	Copier Charges	79.30
GREAT AMERICA LEASING COR	12496342	Copier Charges	79.30
<b>01-4170-3600 COMPUTER SOFTWARE</b>			
US BANK	07/25/12	Data Recovery Expenses	79.90
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	1318.151-07/12	Miscellaneous Plat Checks	230.00
GALENA ENGINEERING, INC.	1318.151-08/12	Miscellaneous Plat Checks	402.50
<b>01-4170-4266 PROFESSIONAL SERVICES-ECON DEV</b>			
KETCHUM COMPUTERS, INC.	8759	Computer Maintenance	100.00
<b>01-4170-4267 PROFESSIONAL SVC-COMP PLAN</b>			
US BANK	07/25/12	Comp Plan Expenses	169.13
<b>01-4170-4500 GEOGRAPHIC INFO SYSTEMS</b>			
ESRI	25537525	ArcGIS	400.00
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
BUNDY, REBECCA	081012	Travel Expenses	200.14
US BANK	07/25/12	Floodplain Conference Expenses	330.00
ALLGAIER, JOYCE	070712	Travel Expenses	92.37
<b>01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL</b>			
US BANK	07/25/12	Meeting Expenses - Lisa	7.22
US BANK	07/25/12	Meeting Expenses - Lisa	4.00
US BANK	07/25/12	Meeting Expenses - Lisa	4.07
Total COMMUNITY PLANNING/DEVELOPMENT:			2,936.73
<b>CONTRACT FOR SERVICES</b>			
<b>01-4196-4200 PROF.SRVCS-BLM/WHITE WA PARK</b>			
MURRAY, JO	762	Public Relation Services for R&PP	508.75
Total CONTRACT FOR SERVICES:			508.75
<b>POLICE</b>			
<b>01-4210-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	106935	Office Supplies	2.95
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
IDAHO STATE POLICE	0725/12	Fingerprint Processing	40.00
Total POLICE:			42.95
<b>BUILDING</b>			
<b>01-4240-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	106935	Office Supplies	11.83
US BANK	07/25/12	Correction Tape	3.33
INTEGRATED TECHNOLOGIES	52391A	Copier Maintenance	46.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTEGRATED TECHNOLOGIES	C1A052	Copier Maintenance	7.14
INTEGRATED TECHNOLOGIES	C1A054	Copier Maintenance	27.51
INTEGRATED TECHNOLOGIES	C1B120	Copier Maintenance	7.14
INTEGRATED TECHNOLOGIES	C1B122	Copier Maintenance	37.01
GREAT AMERICA LEASING COR	12378790	Copier Charges	39.64
GREAT AMERICA LEASING COR	12496342	Copier Charges	39.64
Total BUILDING:			219.87
Total GENERAL FUND:			35,295.49
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-3200 OPERATING SUPPLIES</b>			
PERRY'S	2012072410000	Wagon Days Meeting	85.60
<b>02-4530-3250 SOUVENIRS SUPPLIES</b>			
DAVIS EMBROIDERY	19581	Souvenirs for Wagon Days	900.00
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
BLACKJACK SHOOT OUT GANG	081512	Entertainment @ Wagon Days	1,250.00
EXPRESS PRINTING INC	226717	Wagon Days Posters	901.38
JUDY'S DESIGN HOUSE LLC	328	Wagon Days Cards	356.01
WAGONS HO OF IDAHO	9112	Presentation for Wagon Days	1,000.00
<b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
RANDY ROBERTS	063012	Advertising Services	500.00
<b>02-4530-6900 MISCELLANEOUS SERVICES &amp; CHARG</b>			
LANE MERCANTILE, LLC	08/15/12	Rent for Wagon Days Headquarters	500.00
Total WAGON DAYS EXPENDITURES:			5,492.99
Total WAGON DAYS FUND:			5,492.99
<b>STREET MAINTENANCE FUND</b>			
<b>STREET</b>			
<b>04-4310-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-07/12	ACCT. 1856	335.87
BUSINESS AS USUAL	106935	Office Supplies	10.40
TREASURE VALLEY COFFEE IN	2160:02902434	COFFEE	105.92
<b>04-4310-3400 MINOR EQUIPMENT</b>			
A.C. HOUSTON LUMBER CO.	14-131809	Supplies	17.67
<b>04-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	707226	ACCT. 37269	2,562.59
<b>04-4310-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	15.06
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	11.64
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	20.49
<b>04-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
LES SCHWAB	11700016645	Tire Maintenance	146.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
ATKINSONS' MARKET	1856-07/12	ACCT. 1856	7.01
FASTENAL COMPANY	DIJER36676	Parts	118.65
GO-FER-IT	1565303	Shipping Services	18.00
NAPA AUTO PARTS	699550	Supplies	12.79
NAPA AUTO PARTS	700538	Supplies	97.74
NAPA AUTO PARTS	701242	Supplies	39.00
WESTERN STATES EQUIPMENT	TY52046	Grader Repairs	16,173.97
WESTERN STATES EQUIPMENT	WO040081943	Equipment Repairs	16,173.97
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400156916	ACCT. 241076800	60.15
AMERIPRIDE LINEN	2400158680	ACCT. 241076800	29.97
ESRI	25537525	ArcGIS	300.00
KETCHUM COMPUTERS, INC.	8808	Computer Maintenance	120.00
NORCO	10034460	ACCT. 53271	199.11
NORCO	10092094	ACCT. 53271	210.18
<b>04-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
GO-FER-IT	1445092	Shipping Services	25.00
<b>04-4310-6930 STREET LIGHTING</b>			
SILVER CREEK ELECTRIC, INC.	2318	Electrical Services	30.00
<b>04-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
ANDERSON ASPHALT PAVING	4106	Asphalt	1,719.00
BIG WOOD LANDSCAPE, INC.	27823	ROW Damage Repair	148.73
BIG WOOD LANDSCAPE, INC.	27840	Repairs	227.36
EXPRESS PUBLISHING, INC.	2196-07/12	Account 2196	536.40
IDAHO ASPHALT SUPPLY, INC.	5-236842	Chip Seal Emulsion	16,379.55
IDAHO ASPHALT SUPPLY, INC.	5-236843	Chip Seal Emulsion	16,409.25
IDAHO ASPHALT SUPPLY, INC.	5-236844	Chip Seal Emulsion	16,077.60
IDAHO ASPHALT SUPPLY, INC.	5-236846	Chip Seal Emulsion	14,008.50
IDAHO ASPHALT SUPPLY, INC.	5-237894	Credit	5,573.70-
JOHNNY B TRANSPORT	236842	Chip Seal	2,071.57
JOHNNY B TRANSPORT	236843	Chip Seal	1,998.29
JOHNNY B TRANSPORT	236844	Chip Seal	2,204.12
JOHNNY B TRANSPORT	236846	Chip Seal	1,908.18
JOHNNY B TRANSPORT	237894	Chip Seal	161.06
LAKESIDE INDUSTRIES	13000883MB	ASPHALT	782.34
LAKESIDE INDUSTRIES	13000884MB	ASPHALT	786.63
LAKESIDE INDUSTRIES	13000885MB	ASPHALT	794.82
WALKER SAND AND GRAVEL	12244	Road Materials	13,502.30
<b>04-4310-7190 SIDEWALKS/STREET IMPROVEMENTS</b>			
BIG WOOD LANDSCAPE, INC.	27835	Landscape Repairs	1,991.09
Total STREET:			<u>122,974.52</u>
Total STREET MAINTENANCE FUND:			<u>122,974.52</u>
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI942450	Cleaning Services	11.83
ALSCO - AMERICAN LINEN DIVI	LBOI947071	Cleaning Services	11.82

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	1841-07/12	ACCT. 1841	51.34
BLUMENTHAL UNIFORMS AND	946117	Supplies	66.99
BUSINESS AS USUAL	106935	Office Supplies	25.41
CHATEAU DRUG CENTER	852426	Supplies	3.32
US BANK	07/25/12	Correction Tape	3.33
US BANK	07/25/12	Power Adapter	9.77
DONNELLEY SPORTS	2083-00	Supplies	222.40
EASY PACK INC	164822	Shipping	5.65
GALL'S	512302716	Supplies	54.99
A.C. HOUSTON LUMBER CO.	14-129193	Supplies	1.24
INTEGRATED TECHNOLOGIES	52391A	Copier Maintenance	23.31
INTEGRATED TECHNOLOGIES	C1A052	Copier Maintenance	3.57
INTEGRATED TECHNOLOGIES	C1A054	Copier Maintenance	13.76
INTEGRATED TECHNOLOGIES	C1B120	Copier Maintenance	3.57
INTEGRATED TECHNOLOGIES	C1B122	Copier Maintenance	18.51
RATHFON, MAUREEN	072312	SEWING SERVICES	108.50
UNIFIED OFFICE SERVICES	143478	Office Supplies	3.96
GREAT AMERICA LEASING COR	12378790	Copier Charges	19.83
GREAT AMERICA LEASING COR	12496342	Copier Charges	19.83
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	705840	ACCT. 37267	344.53
<b>10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
WRAPCITY	255828	Wraps for Fire Department	229.50
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	1000000004038	ACCT. 1.10022032	.81
VERIZON WIRELESS, BELLEVUE	1101528163	ACCT. 765494480-00001	59.51
<b>10-4230-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
ASSESSMENT & COMPLIANCE S	073112	Asbestos Sampling & Reporting	418.05
<b>10-4230-6000 REPAIR &amp; MAINT--AUTOMOTOVE EQU</b>			
RIVER RUN AUTO PARTS	6538-48311	Parts & Supplies	55.00
UNDERWRITERS LABORATORIE	710150963972	Inspection Services	1,409.20
<b>10-4230-6910 OTHER PURCHASED SERVICES</b>			
A.C. HOUSTON LUMBER CO.	14-130107	Supplies	11.25
A.C. HOUSTON LUMBER CO.	14-132572	Supplies	15.08
KETCHUM COMPUTERS, INC.	8814	Computer Maintenance	137.50
MTE COMMUNICATIONS	56983-08/12	DSL Line	32.46
Total FIRE & RESCUE:			3,395.82
Total FIRE & RESCUE FUND:			3,395.82
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI942450	Cleaning Services	11.82
ALSCO - AMERICAN LINEN DIVI	LBOI947071	Cleaning Services	11.83
ATKINSONS' MARKET	1841-07/12	ACCT. 1841	51.34
BLUMENTHAL UNIFORMS AND	946117	Supplies	66.99
BUSINESS AS USUAL	106935	Office Supplies	25.41
CHATEAU DRUG CENTER	852426	Supplies	3.32
US BANK	07/25/12	Power Adapter	9.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	07/25/12	AED Pads	342.00
DONNELLEY SPORTS	2083-00	Supplies	222.40
EASY PACK INC	164822	Shipping	5.66
EMERGENCY MEDICAL PRODU	1482775	Supplies	111.39
GALL'S	512302716	Supplies	54.98
A.C. HOUSTON LUMBER CO.	14-129193	Supplies	1.25
INTEGRATED TECHNOLOGIES	52391A	Copier Maintenance	23.31
INTEGRATED TECHNOLOGIES	C1A052	Copier Maintenance	3.57
INTEGRATED TECHNOLOGIES	C1A054	Copier Maintenance	13.76
INTEGRATED TECHNOLOGIES	C1B120	Copier Maintenance	3.57
INTEGRATED TECHNOLOGIES	C1B122	Copier Maintenance	18.51
MOORE MEDICAL CORPORATIO	81896508	Supplies	255.99
MOORE MEDICAL CORPORATIO	81896986	Supplies	16.28
NORCO	10045254	ACCT. 54794	56.20
NORCO	10045255	ACCT. 54794	83.82
NORCO	10045256	ACCT. 54794	34.08
NORCO	10045257	ACCT. 54794	100.40
NORCO	10069437	ACCT. 54794	105.94
NORCO	10091998	ACCT. 52355	29.76
NORCO	10092908	ACCT. 54794	204.60
NORCO	9950004	ACCT. 52355	29.76
PROGRESSIVE RESCUE SOLUTI	100562	Supplies	42.00
RATHFON, MAUREEN	072312	SEWING SERVICES	108.50
UNIFIED OFFICE SERVICES	143478	Office Supplies	3.96
GREAT AMERICA LEASING COR	12378790	Copier Charges	19.83
GREAT AMERICA LEASING COR	12496342	Copier Charges	19.83
<b>14-4260-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	705840	ACCT. 37267	446.43
<b>14-4260-4200 PROFESSIONAL SERVICES</b>			
WOOD RIVER FIRE & RESCUE	073112	Allen & Company Coverage	206.25
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	1000000004038	ACCT. 1.10022032	.81
VERIZON WIRELESS, BELLEVUE	1101528163	ACCT. 765494480-00001	81.38
<b>14-4260-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
ASSESSMENT & COMPLIANCE S	073112	Asbestos Sampling & Reporting	418.05
<b>14-4260-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-48311	Parts & Supplies	55.00
RIVER RUN AUTO PARTS	6538-48536	Parts & Supplies	451.70
RIVER RUN AUTO PARTS	6538-48683	Parts & Supplies	72.17
RIVER RUN AUTO PARTS	6538-48684	Parts & Supplies	16.99
<b>14-4260-6910 OTHER PURCHASED SERVICES</b>			
A.C. HOUSTON LUMBER CO.	14-130107	Supplies	11.24
A.C. HOUSTON LUMBER CO.	14-132572	Supplies	15.09
KETCHUM COMPUTERS, INC.	8814	Computer Maintenance	137.50
MTE COMMUNICATIONS	56983-08/12	DSL Line	32.47
Total AMBULANCE SERVICE:			4,036.92
Total AMBULANCE SERVICE FUND:			4,036.92
<b>PARKS AND RECREATION FUND</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>PARKS AND RECREATION</b>			
<b>18-4510-3200 OPERATING SUPPLIES</b>			
SYSCO	208090267	Supplies	91.77
<b>18-4510-3250 RECREATION SUPPLIES</b>			
US BANK	07/25/12	Plant Pots for Recreation Supplies from Local Color	422.50
<b>18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	1861-07/12	ACCT. 1861	101.49
SYSCO	208090267	Supplies	663.15
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
CLEAR CREEK DISPOSAL	662930	ACCT. 56339	83.00
CLEAR CREEK DISPOSAL	662931	ACCT. 56339	212.50
CLEAR CREEK DISPOSAL	662932	ACCT. 56339	231.25
CLEAR CREEK DISPOSAL	662933	ACCT. 56339	267.48
CLEAR CREEK DISPOSAL	662934	ACCT. 56339	89.00
CLEAR CREEK DISPOSAL	662935	ACCT. 56339	11.00
CLEAR CREEK LAND CO. LLC	7884	Storage Unit	70.00
HAWLEY GRAPHICS	7735	Recreation Logo	206.25
JOHNSTONE, MARK	081512	Public Art Advisor	400.00
KETCHUM COMPUTERS, INC.	8807	Computer Maintenance	530.00
MARK STASZ	080112	Art on Fourth Artist Stipend	300.00
DAVID SECREST	080112	Art of Fourth Artist Stipend	300.00
WIEDERRICK'S CUSTOM METAL	2835	Christmas Tree Base Modification	1,051.97
DAVID HASLETT	080112	Art on Fourth Artist Stipend	300.00
BRAD RUDE	080112	Art on Fourth Artist Stipend	300.00
BRUCE BEESLEY	080112	Art on Fourth Artist Stipend	300.00
SUE DOMKE	080112	Art on Fourth Artist Stipend	300.00
BRANDON ZEBOLD	080112	Art on Fourth Artist Stipend	300.00
ALISA LOONEY	080112	Art on Fourth Artist Stipend	300.00
<b>18-4510-4210 PROFESSIONAL SERVICE-CITY TREES</b>			
ARBOR CARE	26187	Tree Maintenance	260.00
<b>18-4510-4220 PROF.SERV-CITY BEAUTIFICATION</b>			
LILY & FERN	5285	Seasonal Flowers - August	3,448.56
<b>18-4510-4410 ADVERTISING &amp; PUBLICATIONS</b>			
HAWLEY GRAPHICS	7742	Ketchum Recreation Brochure	1,928.00
<b>18-4510-5200 UTILITIES</b>			
IDAHO POWER	4962654229-08	ACCT. 4962654229	9.87
IDAHO POWER	8683267905-07	ACCT. 8683267905	419.86
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	13.52
<b>18-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
LES SCHWAB	11700022592	Tire Maintenance	29.04
<b>18-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
SAWTOOTH WOOD PRODUCTS, I	74435	Supplies	127.56
SAWTOOTH WOOD PRODUCTS, I	74589	Supplies	136.10
<b>18-4510-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
CHATEAU DRUG CENTER	866892	Supplies	34.12
US BANK	07/25/12	Pet Pickups	1,856.39
A.C. HOUSTON LUMBER CO.	14-130576	Supplies	20.30

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	14-131738	Supplies	11.78
A.C. HOUSTON LUMBER CO.	14-132742	Supplies	2.62
PIPECO, INC.	113693	Supplies	40.60
PIPECO, INC.	113917	Supplies	41.41
PIPECO, INC.	114118	Supplies	29.63
PIPECO, INC.	114201	Supplies	24.94
WALKER SAND AND GRAVEL	12244	Road Materials	665.50
<b>18-4510-9930 PARK &amp; REC FUND OP.CONTINGENCY</b>			
ATKINSONS' MARKET	1861-07/12	ACCT. 1861	146.88
ESRI	25537525	ArcGIS	300.00
Total PARKS AND RECREATION:			16,378.04
Total PARKS AND RECREATION FUND:			16,378.04
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	143493	Office Supplies	74.20
UNIFIED OFFICE SERVICES	143932	Office Supplies	23.28
<b>63-4340-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400156255	ACCT. 241076900	93.02
AMERIPRIDE LINEN	2400156256	ACCT. 241076900	15.98
US BANK	07/25/12	Toner	101.89
GO-FER-IT	1605991	Shipping Services	13.00
PETROLEUM STORAGE TANK F	19183	Annual Renewal Statement	75.00
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	707228	ACCT. 37271	578.26
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E231565	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E231604	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E231694	Chemicals	243.00
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	43723	CONTRACT SUPPORT	895.66
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
DATATEL	185460	Phone Repairs & Services	96.13
CENTURY LINK	2087250715195	ACCT. 2087250715195b	44.95
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	44.95
WHITE CLOUD COMMUNICATIO	68896	Radio	60.00
MAESTRO TECHNOLOGY SOLU	1387	Software & Telephone Support	225.00
<b>63-4340-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	8809	Computer Maintenance	161.25
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	3783680562-07	ACCT. 3783680562	13,934.46
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	25.26
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-48590	Parts & Supplies	10.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
ARBOR CARE	26181	Tree Maintenance	750.00
ARBOR CARE	26185	Tree Maintenance	95.00
ARBOR CARE	26187	Tree Maintenance	125.00
H.D. FOWLER COMPANY	13180572	Supplies	30.00
Total WATER EXPENDITURES:			18,202.24
Total WATER FUND:			18,202.24
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7651 WA METERS TO FLAT RATE CUSTMRS</b>			
NORTHWOOD SELF STORAGE	83	Replace Defective Pipe	2,628.50
<b>64-4340-7800 CONSTRUCTION</b>			
CURRENT DESIGN, LLC	1756	Field Service	1,317.46
GRAINGER, INC., W.W.	9882770218	Supplies	906.75
H.D. FOWLER COMPANY	13176686	Coupling	720.00
PIPECO, INC.	113609	Supplies	129.24
USA BLUEBOOK	726079	Supplies	259.53
Total WATER CIP EXPENDITURES:			5,961.48
Total WATER CAPITAL IMPROVEMENT FUND:			5,961.48
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
UNIFIED OFFICE SERVICES	143493	Office Supplies	74.19
UNIFIED OFFICE SERVICES	143932	Office Supplies	23.29
<b>65-4350-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400156256	ACCT. 241076900	15.97
AMERIPRIDE LINEN	2400156257	ACCT. 241021000	240.81
AMERIPRIDE LINEN	2400159736	ACCT. 241021000	121.33
ATKINSONS' MARKET	1856-07/12	ACCT. 1856	23.31
GO-FER-IT	1724901	Shipping Services	13.00
GO-FER-IT	1724902	Shipping Services	13.00
GO-FER-IT	1724903	Shipping Services	13.00
GO-FER-IT	1724904	Shipping Services	13.00
KETCHUM KITCHENS	3429	Supplies	9.98
MICROFLEX	IN1294216	Gloves	243.70
TREASURE VALLEY COFFEE IN	2160:02571035	COFFEE	39.95
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	707227	ACCT. 37270	149.98
UNITED OIL	707228	ACCT. 37271	47.72
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	43723	CONTRACT SUPPORT	895.67
MAGIC VALLEY LABS, INC.	39787	Testing	66.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
DATATEL	185460	Phone Repairs & Services	288.37

Vendor Name	Invoice Number	Description	Net Invoice Amount
WHITE CLOUD COMMUNICATIO	68896	Radio	60.00
MAESTRO TECHNOLOGY SOLU	1387	Software & Telephone Support	225.00
<b>65-4350-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	8809	Computer Maintenance	215.00
<b>65-4350-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	6615494	ACCT. 1465	50.97
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	16.73
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	11700021560	Tire Maintenance	52.46
RIVER RUN AUTO PARTS	6538-48474	Parts & Supplies	27.01
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
ARBOR CARE	26184	Supplies	1,125.00
A.C. HOUSTON LUMBER CO.	14-133419	Supplies	33.69
XYLEM WATER SOLUTIONS U.S.	7696755	Supplies	255.23
McMASTER-CARR SUPPLY CO.	33159245	Supplies	61.85
OHIO GULCH TRANSFER STATI	06-325002	Dump Charges	4.40
PIPECO, INC.	113511	Supplies	39.93
WILBUR-ELLIS	6263898	Parts & Supplies	147.90
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
AMERIPRIDE LINEN	2400156257	ACCT. 241021000	42.49
AMERIPRIDE LINEN	2400159736	ACCT. 241021000	21.40
IDEQ STATE FISCAL OFFICE -D	IDDEQ000054	Training	75.00
KETCHUM COMPUTERS, INC.	8809	Computer Maintenance	53.75
UNITED OIL	707227	ACCT. 37270	207.89
WHITE CLOUD COMMUNICATIO	68896	Radio	24.00
Total WASTEWATER EXPENDITURES:			5,031.97
Total WASTEWATER FUND:			5,031.97
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>67-4350-7801 REUSE PUMP STATION</b>			
BANYAN TECHNOLOGY INC.	19682	Components for Splitter Vault	7,360.70
BOLEN'S CONTROL HOUSE, INC.	S1202147.001	PLC Supplies for Reuse Pumping	2,277.73
EXPRESS PUBLISHING, INC.	2196-07/12	Account 2196	182.85
PLATT	2055246	Supplies	541.20
PLATT	2071976	Supplies	111.65
Total :			10,474.13
Total WASTEWATER CAPITAL IMPROVE FND:			10,474.13
<b>DEVELOPMENT TRUST FUND</b>			
<b>DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-7003 DAVE WENDLAND</b>			
DAVE WENDLAND	073112	Security Deposit Refund	1,409.73
Total DEVELOPMENT TRUST EXPENDITURES:			1,409.73

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Vendor Name	Invoice Number	Description	Net Invoice Amount
Total DEVELOPMENT TRUST FUND:			1,409.73
Grand Totals:			<u>228,653.33</u>

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

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Smoky Mountain Pizzeria Grill

X

X

7/16/2012

<u>Company</u>	<u>Beer</u>	<u>Beer Not to</u>	<u>Wine</u>	<u>Wine Not</u>	<u>Liquor</u>	<u>Approved</u>
	<u>Consumed</u>	<u>be</u>	<u>Consumed</u>	<u>to be</u>		
	<u>on</u>	<u>on</u>	<u>on</u>	<u>on</u>		<u>by Council</u>
	<u>Premises</u>	<u>Premises</u>	<u>Premises</u>	<u>Premises</u>		
Video West		X	X			7/16/2012
La Parrilla	X		X			7/16/2012
A Taste of Thai Sun Valley	X		X			7/16/2012
Sayvour	X		X			7/16/2012
Rickshaw	X		X			7/16/2012
China Panda Restaurant	X		X			7/16/2012
Bigwood Grill	X				X	7/16/2012
Apples	X		X			7/16/2012
La Cabanita Mex	X		X			7/16/2012
Casino Club	X				X	7/16/2012
Thai Cuisine	X	X	X			7/16/2012
Cava Cava	X		X			7/16/2012
Johnny G's	X					7/16/2012
Clarion Inn	X		X			8/6/2012
Il Naso Restaurant	X		X			8/6/2012
The Red Door	X		X			8/6/2012
<b>Headwaters</b>		<b>X</b>			<b>X</b>	<b>8/20/2012</b>