

# City of Ketchum, Idaho

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



August 29, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## September 4, 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 rescheduling the Council Retreat - Mayor Randy Hall.

Mayor Hall will lead a discussion on rescheduling the Council Retreat.

RECOMMENDATION: None at this time.

**RECOMMENDED MOTION: None.**

This is a legislative matter.

### 3. COMMUNICATIONS FROM THE PUBLIC.

- b) 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.

- c) 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<sup>nd</sup> and 3<sup>rd</sup> Readings).

- 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.
- 3) Joints Powers Agreement Establishing the Sun Valley Air Service Board to Retain, Improve and Develop Commercial Air Transportation Services at Friedman Memorial Airport.

During the August 20, 2012 City Council meeting the Council conducted the first reading of Ordinance 1097. The ordinance establishes a ballot measure for the November 6, 2012 Election to consider a 1% increase in the Local Option Tax for air service retention.

Provided that the Council conducts the second reading of the ordinance, waives the third reading and adopts the ordinance, the Council will need to approve Resolution 12-014 which provides notice of the election.

A copy of the Joint Powers Agreement has been provided in the packet for Council review and possible approval.

Detailed staff reports from Lisa Horowitz and Sandy Cady concerning the above listed matters 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 to adopt 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.

Approval of the joint powers agreement is subject to Council discretion.

**RECOMMENDED MOTION:**

**ORDINANCE 1097:**

**1<sup>st</sup> MOTION:** *"I move to waive the third reading 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." (Roll call required).*

**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."*

This is a legislative matter.

5. PUBLIC HEARINGS.

- a) Ordinance 1098: Amending the FY2011-12 Budget to create additional appropriations in the amount of \$280,000 - Gary Marks, City Administrator.

Ordinance 1098 amends the FY2011-12 budget to address repairs to the City Hall roof located over the Fire Department, provide an adjustment to the In-Lieu Housing Fund and to create 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 adopt Ordinance 1098 amending the FY2011-12 annual appropriation ordinance by appropriating additional monies with the suspension of the rules.

**RECOMMENDED MOTION:**

**1<sup>st</sup> MOTION:** *"I move to waive the three readings of Ordinance 1098, and read by title only, pursuant to Idaho Code 50-902."*

**2<sup>nd</sup> MOTION:** *"I move to adopt Ordinance 1098, the annual appropriation ordinance for the fiscal year beginning October 1, 2011, and ending September 30, 2012; Appropriating additional monies to be received by the City of Ketchum, Idaho, in the sum of \$280,000; and, providing an effective date." (Roll call required).*

This is a legislative matter.

- b) Ordinance 1099: Adopting the FY2012-13 Budget - Gary Marks, City Administrator.

Ordinance 1099 adopts the FY2012-2013 Budget by appropriating the various budgetary funds and authorizing the property tax levy. The budget totals \$17,251,578, which includes inter-fund transfers which represent monies that are essentially counted twice – once when initially receipted and again when received by the fund benefitting from the transfer. Subtracting total inter-fund transfers of \$3,698,938 from total appropriations results in a total effective budget of \$13,552,640. The FY2012-2013 budget message provides a detailed report on the budget and can be found at the front of the budget document, which has been included in the packet materials. Prior to Council action, I will provide a PowerPoint presentation at the meeting to update the Council and the public on the budget.

RECOMMENDATION: I respectfully recommends the City Council adopt Ordinance 1099, appropriating sums of money to the various budgetary funds for the FY2012-2013 budget, authorizing the property tax levy, and providing an effective date.

**RECOMMENDED MOTION:**

**1<sup>st</sup> MOTION:** *"I move to waive the three readings of Ordinance 1099, and read by title only, pursuant to Idaho Code 50-902."*

**2<sup>nd</sup> MOTION:** *"I move to adopt Ordinance 1099, an ordinance of the City of Ketchum, Idaho, entitled the annual appropriation ordinance for the fiscal year beginning October 1, 2012, 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." (Roll call required.)*

This is a legislative matter.

**6. AGREEMENTS AND CONTRACTS.**

- a) Agreement for Prosecution of City Misdemeanors with Frederick C. Allington, Esq. - Gary Marks, City Administrator.

Staff is seeking approval of the City's prosecutorial services contract. The contract renews the City's ongoing relationship with Rick Allington for Fiscal Years FY13, FY14 and FY15. The contract is in the amount of \$43,922 for each of the three years indicated above. This amount remains unchanged from the level charged for the past three years. A copy of the agreement and a staff report from Sandy Cady has been provided in the packet for Council review.

**RECOMMENDATION:** Staff respectfully recommends the City Council approve the three-year prosecutorial services agreement with Rick Allington in the annual amount of \$43,922 for Fiscal Years FY13, FY14 and FY15.

**RECOMMENDED MOTION:** *"I move to approve the three-year prosecutorial services agreement with Frederick C. Allington, Esq. in the annual amount of \$43,922 for Fiscal Years FY13, FY14 and FY15."*

This is a legislative matter.

**7. RESOLUTIONS.**

- a) Resolution 12-015: Establishing new monthly sewer user rates, classification of sewer users, when sewer user charges shall be due and payable and repeal of Resolution 09-035 - Steven A. Hansen, Utilities Department Manager.

The Utilities Department is recommending a 4.9% wastewater rate increase effective October 1, 2012 to help fund ongoing capital improvements and general operations and maintenance. The proposed rate structure, defined in Resolution 12-015, is explained in Steve Hansen's staff report which has been included in the Council packet.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 12-015, which provides a general 4.9% increase over current wastewater user fees beginning October 1, 2012.

**RECOMMENDED MOTION: *"I move to approve Resolution 12-015, establishing new monthly sewer user rates to become effective October 1, 2012."***

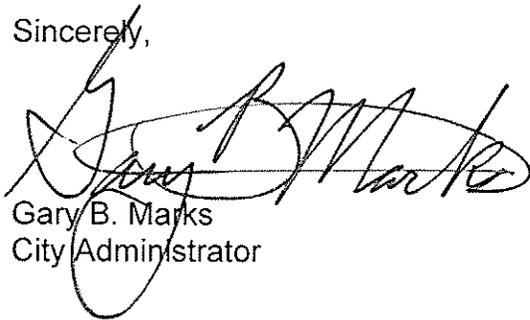
This is a legislative matter.

8. CONSENT AGENDA.

- a) Approval of minutes from the August 6, 2012 and August 20, 2012 Council meetings.
- b) Copies of the minutes from the August 6, 2012 and August 20, 2012 Council meetings have been provided in the packet of Council review.
- c) 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.

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



September 4, 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 Gaedert), 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



August 28, 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: Ordinance 1097  
Attachment 2: Revised Draft Joint Powers Agreement  
Attachment 3: 1% for Air Q and A (from FSVA)

### Introduction/History

The City Council heard a presentation by Fly Sun Valley Alliance at their July 16, August 6, and August 20 2012 meetings regarding their request for a ballot measure to increase LOT by 1% for a five (5) year period. All three 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>.

Placing a measure on the ballot is accomplished by Ordinance. The City Attorney, in consultation with the City Clerk, has drafted Ordinance 1097 (Attachment 1). This is the fourth public meeting on the ballot language, and the second reading of Ordinance 1097. The ballot language attached to the Ordinance has been modified to reflect suggested changes from the City Council at the August 20 meeting.

### Current Report

The City of Sun Valley has approved ballot language. The City of Sun Valley also approved the version of the Joint Powers Agreement found in Attachment 2 to this report. The City of Hailey is scheduled to approve both the ballot and the JPA at a special meeting on August 30<sup>th</sup>. Staff had prepared some revised language for the Ketchum City Council to consider based on the August 20<sup>th</sup> meeting. This language is not supported by FSVA, and was not adopted by the City of Sun Valley. It is shown in the margin of page 5 of the attached redline JPA.

### 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 third reading of Ordinance 1097, and to 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: “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. ” (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 and marketing 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 bussing due to flight diversion(s); 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 September 4, 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.

**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 4th day of September, 2012.

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

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:

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

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

Publish: Idaho Mountain Express  
September 12, 2012

# City of Ketchum, Idaho

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



September 4, 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.

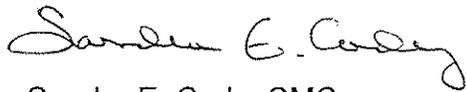
### Recommendation

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". The signature is written in black ink and is positioned above the typed name.

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 and marketing 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 bussing due to flight diversion(s); 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 4<sup>th</sup> day of September 2012.

CITY OF KETCHUM, IDAHO

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Randy Hall,  
Mayor

ATTEST:

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Sandra E. Cady, CMC  
City Treasurer/Clerk

**JOINT POWERS AGREEMENT 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, 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 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 (“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 Code Section 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 to 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.** The Parties hereto hereby establish the Sun Valley Air Service Board (“Board”) as a separate legal entity and delegate each Party’s respective power to the Board to oversee and administer the joint undertakings contemplated herein. Parties will join and become members of the Board upon execution of this Agreement by their respective governing body.
2. **Board Membership.** The representatives of the Parties who shall be members of the Board shall be configured as described below:
  - A. 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. One (1) member from Blaine County shall be appointed by the Board of County Commissioners.
  - 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. Any person over the age of eighteen (18) may be eligible for appointment.

F. Members of the Board shall 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 all Board members based on their respective annual 1% LOT contributions to the Board. The initial allocation of these voting rights shall be determined using each City Party's year ending September 30, 2012, total fiscal year actual LOT revenue collection on taxable sales described in the Ballot Questions. Each year thereafter, the voting percentages shall be revised as necessary to reflect each City Party's year ending September 30 actual 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 member appointed by Blaine County.

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 (1) approve any initial Contract for Services with an entity or contractor or change an entity or contractor with a Contract for Services in excess of \$50,000 to a different entity and/or contractor; and (2) approve any initial performance metrics and 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 Bylaws specifying the procedural method and manner by which it shall conduct its business and affairs, provided, however, that said 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. A non-voting member is not a member for quorum purposes.

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, subject to the specific LOT allocations of the City Parties. 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 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;

7. **Manner of Financing.** 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, less their direct costs to collect and enforce the tax, including administrative and legal fees; each City has the option to direct its monetary contribution to those purposes it specifically directs as allowed by the Ballot Questions, except for 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 collected,

less their direct costs to collect and enforce the tax, including administrative and legal fees, subject to allocations approved by 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, less their direct costs to collect and enforce the tax, including administrative and legal fees. 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. ~~If Sun Valley Company does not fund at least 50% of any MRG expense, the Board may terminate this Agreement by unanimous vote of its members.~~
- 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. All specific allocations of LOT proceeds by a City Party shall be followed by the Board in its budget and actual spending.
- 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.

**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. 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 Cities' 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.** 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 among themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each; or (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 among the Parties hereto in proportion equal to the annual operating contributions of each to the Board since its inception.

**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 voting Parties, and only as would be not inconsistent with the Ballot Questions.

[Signatures Appear on Following Pages]

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:

\_\_\_\_\_



## ✓ YES TO AIR! 1% FOR AIR LOT BALLOT INITIATIVE

# Questions & Answers

### What is the Proposed 1% Yes to Air Program?

The Yes to Air program proposes to levy a new 1% FOR AIR Local Option Sales Tax (LOT) for 5 years in the Cities of Hailey, Ketchum and Sun Valley to enable the valley community to partner with the Sun Valley Company in the ongoing efforts to retain, develop and improve commercial air service access.

### What Will Be Taxed and Who Pays the Local Option Sales Tax?

The 1% additional sales tax would be payable on all items that are currently subject to the LOT. This includes: Lodging, rental cars, restaurant meals, retail (except in Hailey), recreation/lift tickets, liquor-by-the-drink.

**It does NOT include items such as groceries and gas.**

It means only an additional .50 cents on a \$50 purchase.  
Historically, studies show over 80% of the LOT is paid by visitors.

### How much will the 1% FOR AIR LOT Generate?

If all voters in all cities pass this additional 1% Local Option Sales Tax, it is expected to generate \$2MM per year. Estimated revenues: \$1.4M – Ketchum, \$580K – Sun Valley, \$185K -Hailey

### What will the LOT funds be used for?

All funds from this tax will go for the following specific air service retention and development purposes:

- Retain, improve and develop commercial air service to the local area through the use of Minimum Revenue Guarantees or other inducements to providers;
- Promote the existing service and any future service to increase passengers;
- For all ancillary costs which are associated with the ongoing effort to maintain and increase commercial air service, including reasonable program management costs; and
- Direct costs to collect and enforce the tax.

### How Will I Benefit?

This tax is an investment that will provide:

- More Flights
- More Business
- More Jobs\*
- Higher Property Values

***If any of those are important to you, then you should support this initiative!***

*\*Sustain Blaine estimates that 44% of all jobs in Blaine County are related to airport activities at SUN.*

### What is the Problem – Why Do We Need This?

We are losing business because of lack of air service. We are at a huge competitive disadvantage with our limited and declining air service access. ***Over the past 10 years our seats have decreased 44% and our enplanements have decreased 31%. We are the only Western resort destination to have a NET LOSS in air seats during this period.***

Virtually all of Sun Valley's competitor resort communities have significantly better non-stop service from major markets, most of which involve substantial Minimum Revenue Guarantees (MRGs). ***Looking at just four competitors (Aspen, Vail, Steamboat and Jackson), this past winter they were served by a combined 240+ non-stop major market flights per week, compared to Sun Valley's 14.***

## What is our Community's Risk to Losing More or All Commercial Air Service?

Aside from the obvious negative economic effects on tourism, business, jobs, and overall quality of life for area residents, our community may also have to face the following:

- **Loss of FAA funding for airport operations** -If we lose commercial air service, or it is reduced much further, the airport is at risk of losing most of its current FAA funding. However, even with no commercial service, Friedman is required to remain a fully operational public airport and City of Hailey and Blaine County taxpayers will be required to financially operate and maintain the Airport with very little FAA assistance, and will lose more control over general aviation operations at the airport.
- **No demonstrated need for replacement airport** - Reversing the declining trend in air service seats and enplanements at SUN is quickest and most noticeable way to demonstrate to the FAA that a future new, replacement airport is needed.

## What is an MRG?

**An MRG is a Minimum Revenue Guarantee.** In some cases, airlines require a certain revenue level to be guaranteed by a community to secure operation of a specific flight, particularly in a market where the airline perceives a financial market risk. The community that wants the service for its residents/visitors/customers takes on the financial risk, instead of the airline. The amount owed to the airline at the end of the MRG contract period (typically one season or one year) is the net difference between the maximum contract amount and the actual revenue received.

*Example: We contract with an airline for a \$400K MRG cap for a summer season of daily non-stop service. At the end of the season, if total revenues for the flights were \$300K, we would owe the airlines the difference = \$100K. On the other hand, if the total revenues on the flights were \$450K we would owe the airlines \$0. If the actual revenue shortfall was more than \$400K, the airline would absorb any loss over the \$400K contract cap.*

## Why Do We Need MRGs?

**Minimum Revenue Guarantees are required by most airlines serving small, seasonal destinations such as SUN.** They essentially reduce the financial risk for the airline - we are paying for the opportunity to have air service we otherwise would not have. Even larger cities such as Salt Lake City, Portland and Pittsburgh have/had MRG contracts with airlines for specific service.

**Federal Government & MRGs:** The US Department of Transportation has an ongoing Small Communities Air Service Development grant program in which they provide over \$3 million each year in matching funds for airline MRG programs to support air service to communities throughout the country. FSVA and FMA received a \$600K grant from this federal program for an MRG to launch the LAX non-stop service in 2003.

**An airline MRG program is basically another type of economic development incentive program.** Providing incentives to attract and retain private sector business(es) into a community for the broader economic benefits is a common public governmental activity at the national, state and local level.

**In competing ski resort destinations, up to 90% of their non-stop air seats are secured through MRGs.** For SUN, 50% of our current peak season seats are retained through MRG contract with Alaska Airlines/Horizon Air for the daily summer & winter non-stop Seattle and Los Angeles flights. SkyWest airlines does not currently require an MRG for their service to SUN, neither do connecting flights from SLC and Denver to other ski areas in CO and WY.

While MRG contracts are absolutely necessary for us to continue with Los Angeles and Seattle service, as well as to expand service into any other non-stop markets, a coordinated marketing program involving the community, the resort and the airline will reduce the actual payout under the contract by increasing the revenues received from fares. **More passengers = more revenue = less MRG cost.**

## What is the Mechanism for Accountability and Oversight of 1% for Air LOT Funds?

The proceeds from this tax will be administered by representatives from each City that passes the tax, along with a representative from Blaine County (co-owner of Friedman Memorial Airport) under a Joint Powers Agreement (JPA). The JPA will be a separate legal entity with 3-4 City Council/County appointed board members but will have no staff. It's main purpose is to direct the use of the new dedicated 1% FOR AIR tax revenues. The JPA meetings will be open for all interested citizens to attend. The JPA will contract with non-profit organization(s) such as Fly Sun Valley Alliance to execute a Strategic Air Service Development Plan and to provide regular performance and financial reporting to the JPA and the public.

## Who is Fly Sun Valley Alliance?

Fly Sun Valley Alliance is the valley's only non-profit economic development organization **FOCUSED ON IMPROVING OUR SERVICE ACCESS**. The FSVA volunteer board of directors has 14 experienced and engaged private and public sector members from throughout the Wood River Valley, and one staff - an Executive Director. FSVA has been working with Sun Valley Resort and airline partners for over a decade to improve air service to Friedman Memorial Airport. FSVA was instrumental in successfully securing the non-stop LAX flight through a federal USDOT grant in 2003 and has actively been involved over the years in planning, analyzing, negotiating, monitoring and fundraising for the MRGs required to retain the seasonal LAX and SEA non-stop flights, as well as developing proformas and plans for potential new service with air service consultants and airline partners.

## Promotion – Key to Demand & Supply

Extensive analysis goes into determining which flight markets offer the highest potential economic value for our community. Sun Valley Resort, the Sun Valley Marketing Alliance, the Hailey Chamber and other businesses/organizations collectively spend millions to market Sun Valley to attract visitors, but we operated in a highly competitive environment, **and we know our potential customers are making travel choices based on ease of accessibility**. This 1% LOT FOR AIR will provide critically important funds to promote air service in our key non-stop flight market to spur demand and bring more people to Sun Valley so that the entire community benefits. **We need MRGs to get flights and we need promotion to fill seats.**

## What is the Return on Investment for Air Service?

Our MRG expense currently runs about \$50 per visitor/2<sup>nd</sup> homeowner passenger and each of those guests spend approximately \$1700 with local businesses (lodging, shopping, dining, recreation, events, etc) during each visit– excluding expenditures on items such as real estate, construction, property mgmt, financial services, etc.

- **\$50 MRG investment per visitor air seat = \$1700 in direct spending by each person per visit**

From recent air passenger surveys we know that:

- **77% OF AIR PASSENGERS INTO SUN are Visitors/2nd Homeowners**

**ROI: This new air service support initiative will:**

- Maintain existing non-stop flights from LAX and SEA and increase promotion to increase passengers
- Procure and promote new SFO seasonal non-stop service
- Procure & promote 2 additional non-stop markets by 2017

**ROI: The results would be:**

- **24,000 more visitor passengers over 5 years (15,000 visitors and 9000 2<sup>nd</sup> homeowners)**
- **40MM annual direct spending by these passengers in our local economy**
- **\$120MM annual total economic impact in our community**
- **\$400 MM cumulative total economic impact over 5 years in our community**

## What will Sun Valley Company's Role be in Supporting Air Service?

For over 20 years, the Sun Valley Resort has carried the financial burden, both directly and indirectly, for over 95% of costs to secure and retain air service to the valley, and for the last 10 years has been supporting the non-stop flights from Seattle and Los Angeles. But because the costs to retain service and secure new service have risen dramatically over the past 2 years due to fuel escalation and other factors, the Sun Valley Resort cannot continue to carry this financial burden alone – and it is not reasonable to expect them to do so when the rest of the community benefits so significantly from this air service. **The Sun Valley Resort remains committed to pay 50% of current and future airline MRG costs, in addition to continuing to provide its share of the direct costs to promote air service, as part of this community effort.**

## Can Locals or Visitors get a Deal on the MRG Flight Seats that go Unsold?

It is just not feasible for airlines to do this within their system. Travelers can book a flight at anytime up until a flight leaves, and the trend in travel is shorter lead times for making arrangements, including booking airline tickets. In Sun Valley, for example, we know that over 55% of all SUN airport travelers booked their airline ticket 1 month or less in advance. We do, however, work with our airline partners to help create special fare incentives & sales for low-season dates and mid-week days where we know we are likely to have less demand and bookings. *Ex: This fall we worked with Alaska on a \$138 roundtrip SEA-SUN and \$218 roundtrip LAX-SUN sale to stimulate bookings in September.*

## How do MRG's help Make Airline Prices more Competitive?

Clearly the seasonal nature of our resort area brings times of peak demand which equate to peak prices, as most businesses in the valley know well. We do work closely with our airline MRG partners (currently only Alaska Airlines) and airline consultant to constantly track, monitor and adjust fares as feasible to be competitive not only with other resort areas from those markets of Seattle and Los Angeles, but also with Boise. For example, after Labor Day through mid-September you can fly Seattle to Sun Valley for \$1 more than you can fly Seattle to Boise.

In addition, FMAA is undertaking a more vigorous tracking of competitive airfares on an ongoing basis and we will use that data in our work with the airlines who serve SUN to ensure we remain as competitive as possible.

## Why This Tax Instead of Other Options?

Securing a long-term sustainable funding source for air service to our community is imperative if we are to achieve a vibrant local economy. The amount of funds needed to support air service MRGs is significant and in many other competing resorts, air service is supported with a similar combination of private and public sector fund generated through a dedicated tax. We have researched and evaluated various funding options, and have determined that the only viable strategy to retain our current service and secure new service to help our economy is the 1% LOT FOR AIR. **The 1% FOR AIR LOT is spread across the entire tax base to limit impacts on one individual business sector/group.**

## Why 5 Years?

Building successful business partnerships with airlines is key to our long-term air service success. It would be difficult to enter into a relationship with an airline for new service if we did not have the resource to continue to support the flights past 1 or 2 years. The airlines will not invest their resources and equipment into a market if they do not feel there is the potential for long-term success. A 5 year period provides us with the opportunity to start building those business partnerships with potential new airlines and allow all involved to evaluate the success of the program.

A period of 5 years will allow us to:

- **Regain air seats lost;**
- **Expand service to bring in new visitors**
- **Make it easier for businesses to operate from here**
- **Make travel more convenient for local residents and second homeowners**
- **Revitalize our economy and stop our slide in property values.**

Air service development efforts will add to our economic recovery in a very immediate way and the results of the tax will be measurable to determine the effectiveness of the program. The measurement metrics are simple:  
**More seats = more visitors = more dollars spent = more business = more LOT tax revenues.**

**FOR MORE INFORMATION: [WWW.YESTOAIR.COM](http://WWW.YESTOAIR.COM)**



# City of Ketchum, Idaho

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



September 4, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

**Recommendation to Hold Public Hearing and to Adopt Ordinance No. 1098  
Amending the FY 11-12 Annual Appropriation Ordinance  
By Appropriating Additional Monies and Specifying Authorized Activities**

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 6<sup>th</sup> 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

Ordinance Number 1098 is an ordinance, amending Ordinance Number 1089, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2011 and ending September 30, 2012. Ordinance No. 1098 outlines the Proposed Revenues and Proposed Expenditures in the amount of \$280,000.

Financial Requirement/Impact

If adopted by the Council on September 4, 2012, the budget amendment would appropriate additional monies in the sum of \$280,000.

Recommendation

I respectfully recommend that the Ketchum City Council hold the Public Hearing and adopt Ordinance No. 1098 Amending the FY 11-12 Annual Appropriation Ordinance By Appropriating Additional Monies with the Suspension of the Rules.

Recommended Motion

1st motion:

*"I move to waive the three readings of Ordinance No. 1098, and read by title only, Pursuant to Idaho Code 50-902."*

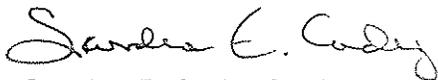
*(Roll call not required)*

2nd motion:

*"I move to adopt Ordinance No. 1098, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1089, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO, IN THE SUM OF \$280,000; AND, PROVIDING AN EFFECTIVE DATE."*

*(Roll call required)*

Sincerely,



Sandra E. Cady, CMC  
City Treasurer/Clerk

**ORDINANCE NO. 1098**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1089, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO, IN THE SUM OF 280,000: AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance Number 1089, the Annual Appropriation Ordinance for the City of Ketchum, Idaho, for the fiscal year commencing October 1, 2011, and ending September 30, 2012, be and the same is hereby amended as follows:

That the additional sum of 280,000 be appropriated out of the revenues received from:

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

To be used for the following authorized activities:

<b>FIRE &amp; RESCUE FUND:</b>	
Repair & Maintenance-Building	25,000
<b>AMBULANCE SERVICES FUND:</b>	
Repair & Maintenance-Building	25,000
<b>IN-LIEU HOUSING FUND:</b>	
Workforce Housing Project	130,000
<b>PARK &amp; RECREATION TRUST FUND:</b>	
Park Memorial Bench/Trees	5,200
Whitewater Park	60,000
Kagan Park	100
Other Donation Programs	34,700
<b><u>TOTAL APPROPRIATION</u></b>	<b><u>280,000</u></b>

SECTION 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 4th day of September 2012.

ATTEST:

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Randy Hall  
Mayor

---

SANDRA E. CADY, CMC  
City Clerk

Publish: Idaho Mountain Express  
September 12, 2012

# City of Ketchum, Idaho

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



September 4, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Recommendation to Hold Public Hearing and Adopt Ordinance No. 1099 The FY 12-13 Annual Appropriations Ordinance**

### Introduction/History

Per Idaho Code 50-1002 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 August 13, 2012 the Council adopted Resolution No. 12-011 approving the proposed budget for Fiscal Year Beginning October 1, 2012 and ending September 30, 2013, containing the proposed expenditures and revenues necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing Thereon.

### Current Report

The City Council will hold a Public Hearing on September 4, 2012 at 5:30 p.m. for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2012-13) at which time any taxpayer may appear and be heard upon any part or parts of said budget.

The City Council will consider adopting Ordinance Number 1099, entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2012, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuring fiscal year, authorizing a levy of sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

### Financial Requirement/Impact

The Fiscal Year 2012-2013 City Budget provides budget authority for the services and projects the City anticipates to provide during the new fiscal year.

Recommendation

I respectfully recommend that the Ketchum City Council hold the Public Hearing and pass the Annual Appropriation Ordinance No. 1099 under the Suspension of the Rules.

Recommended Motion

1st motion:

*"I move to waive the three readings of Ordinance No. 1099, and read by title only, Pursuant to Idaho Code 50-902."*

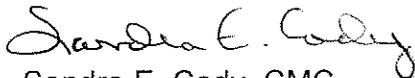
*(Roll call not required)*

2nd motion:

*"I move to adopt Ordinance No. 1099, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, 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.*

*(Roll call required)*

Sincerely,



Sandra E. Cady, CMC  
City Treasurer/Clerk

ORDINANCE NO. 1099

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, 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.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho.

SECTION 1: That the sum of 17,251,578 be, and the same is appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2012.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund	5,348,835
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund	1,469,605
Water Capital Improvement Fund	124,275
Wastewater Fund	2,592,843
Wastewater Capital Improvement Fund	762,531
Total Water and Wastewater Funds	4,949,254

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

Wagon Days Fund	109,500
Street Maintenance Fund	1,675,489
Street Capital Improvement Fund	70,000
Law Enforcement Capital Improvement Fund	0

Fire and Rescue Fund	839,135
Fire Capital Improvement Fund	0
Ambulance Services Fund	1,136,797
Parks and Recreation Fund	974,892
Parks & Recreation Capital Improvement Fund	17,500
Parks & Recreation Trust Fund	45,000
Local Option Tax Fund	1,815,664
GO Bond Debt Service Fund	149,512
Undergrounding Improvement Fund	0
In-Lieu Housing Fund	70,000
Police Trust Fund	0
Fire Trust Fund	0
Development Trust Fund	50,000
 Total Other Funds	 6,953,489

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2012.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED UNDER SUSPENSION OF THE RULES, upon which a roll call vote was duly taken and duly enacted as an Ordinance of the City of Ketchum at a Regular Meeting of the City Council on the 4th day of September 2012.

APPROVED by the Mayor this 4th day of September 2012.

ATTEST:

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

\_\_\_\_\_  
SANDRA E. CADY, CMC  
City Clerk

Publish: Idaho Mountain Express  
September 12, 2012

Ordinance No. 1099  
Page 2

# City of Ketchum, Idaho

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



September 4, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Recommendation to Accept the Agreement For Prosecution of City Misdemeanors With Frederick C. Allington, Esq.

### Introduction/History

The City contracted with Frederick C. Allington, Esq. for the prosecution of City misdemeanors for 2010, 2011 and 2012. The agreement for the legal services was \$43,922 for each of the three years listed above.

### Current Report

Frederick Allington's proposal for prosecution of City misdemeanors is for 2013, 2014 and 2015. The legal services are outlined in the agreement.

### Financial Requirement/Impact

During the last contract period, Mr. Allington froze his budget for three (3) years because of the financial constraints placed on the City. Economic conditions have changed very little since 2009, so Mr. Allington is proposing to keep his contract price the same for an additional three (3) years.

Prosecuting services will remain at the \$ 43, 922 for each of the three years.

### Recommendation

I respectfully recommend the City Council accept the Agreement for Prosecution of City Misdemeanors with Frederick C. Allington, Esq.

### Recommended Motion

*"I move to accept the agreement for Prosecution of City Misdemeanors with Frederick C. Allington, Esq."*

Sincerely,

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

Sandra E. Cady, CMC  
City Treasurer/Clerk

## AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF KETCHUM, IDAHO, ( hereinafter referred to as "City");

### WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of one of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of one of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

#### 1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from magistrate to district court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
  - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar

AGREEMENT FOR PROSECUTION

Page 1

as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
- (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
- (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
- (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
- (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencings; and
- (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
- (8) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1<sup>st</sup> day of October, 2012 through the 30<sup>th</sup> day of September, 2015

3. **COMPENSATION**

- A. Compensation per year of FORTY THREE THOUSAND NINE HUNDRED TWENTY TWO DOLLARS (\$43,922) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2012 through September 30, 2015.
  - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2012.
  - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.
4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the Cities to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.
5. **COSTS OF PROSECUTION.** City is responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.
6. **CONFLICT OF INTEREST.**
- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting

Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.

- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
  - C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.
7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.
8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, city and local laws, rules and regulations.
9. **TERMINATION OF AGREEMENT.**
- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
    - (1) A finding by the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City's notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
  - B. The City may terminate this Agreement immediately upon Attorney's:
    - (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
    - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.

- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
10. **MAINTENANCE, STORAGE AND ACCESS OF RECORDS.** Attorney shall maintain the case files until they are closed by conviction, acquittal, dismissal or until the probationary term has expired (whichever comes later). Case files shall be stored in file cabinets that are not accessible to the public.
  11. **PHONE ACCESS AND INTERNET ACCESS.** Attorney shall maintain a secure phone system and computer system.
  12. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
  13. **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 provisions hereof.
  14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
  15. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
  16. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
  17. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
  18. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

19. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
20. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
21. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
22. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
23. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims which arise or result from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

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

ATTORNEY:

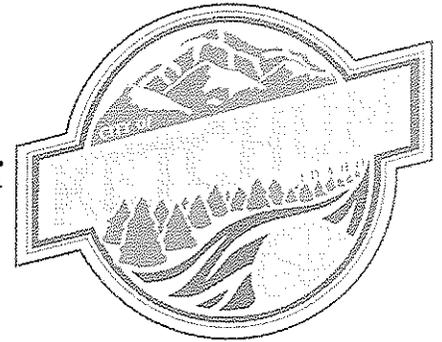
CITY OF KETHUM, IDAHO

\_\_\_\_\_  
Frederick C. Allington

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

# City of Ketchum, Idaho

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



August 28, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Recommendation for 4.9% Wastewater Rate Increase

### Introduction/History

A 4.9% rate increase to the wastewater user fees is necessary to help fund ongoing capital improvements and general operations and maintenance. The proposed rate structure is explained in the attached memo and will increase the charges for a residential customer from \$21.51 to \$22.56 per month. The charges for commercial customers will also increase based upon their user fee classification. Wastewater rates were last adjusted in 2009.

### Current Report

A comparison of residential sewer rates currently charged by other Wood River Valley cities is as follows:

Sun Valley: \$ 15.63/mo. *(Rate is also supplemented by property taxes based upon value)*  
Hailey: \$ 11.24 *(additional charge of \$3.24 per each 1000 gallons of water usage)*  
Bellevue: \$ 67.20

### Financial Requirement/Impact

FY 2011-12 revenue generated from wastewater rates is estimated to be \$1,285,000. The proposed rate increase will add an additional \$60,000, bringing the FY 2012-13 Ketchum user fee revenue to \$1,345,000. A breakdown of proposed FY 2012-13 Wastewater Fund expenditures is as follows:

• Administration and Operations	\$ 1,492,669
• Debt Service	\$ 282,643
• Capital Costs	\$ 762,531
Total	\$ 2,537,843

In addition, the Sun Valley Water and Sewer District also provides approximately \$815,000 in revenue towards operational and capital costs. Any deficit will be covered by the Wastewater Reserve account.

Recommendation

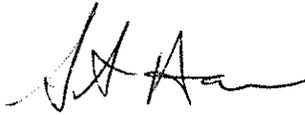
I respectfully recommend acceptance of Resolution 12-015 which provides a general 4.9% increase over current wastewater user fees beginning October 1, 2012.

**Recommended Motion:**

**"I move to approve Resolution 12-015 establishing new monthly sewer user rates to become effective October 1, 2012"**

This is a legislative matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Hansen', written in a cursive style.

Steven A. Hansen,  
Utilities Department Manager



# City of Ketchum Utilities Department

## MEMORANDUM

To: Mayor Hall and City Council  
Gary Marks, City Administrator

From: Steve Hansen, Utilities Manager *AH*

Re: Proposed 4.9% Wastewater User fee Increase

Date: August 22, 2012

I have included in the Wastewater budget for FY12-13 a proposed 4.9% increase to the monthly wastewater user fees. This increase will add approximately \$60,000 to the annual revenue for the Wastewater Division. Wastewater rates were last adjusted in October 2009. The tables below indicate the monthly change to each category of user. This increase should become effective on October 1, 2012.

<u>Service No.</u>	<u>Classification</u>	<u>Existing Monthly</u>	<u>4.9% Incr.</u>
11	Single Family Home	21.51	22.56
12	Multiple Living Unit	21.51	22.56
13	Motel, Hotel (1 <sup>st</sup> unit)	21.51	22.56
15	Office Bldg/1500 Sq. Ft.	21.51	22.56
16	Retail Sales/3000 Sq. Ft	21.51	22.56
17	Restaurant/Café Per Seat	2.14	2.24
20	Retail Food,/1500 Sq. Ft.	21.51	22.56
21	Barber Shop/Per Chair	10.75	11.28
22	Beauty Salon/Per Operator	21.51	22.56
26	Dry Cleaners	43.01	45.12
27	Garage/Mechanical per 1500 Sq. Ft.	43.01	45.12
28	Laundries	86.02	90.23
29	Bank	43.01	45.12
30	School/Per 50 Students	21.51	22.56

31	Swimming Pool/Priv/500 Sq.Ft.	5.37	5.63
32	Beer, Wine, Liquor	43.01	45.12
33	Theater/per screen	43.01	45.12
35	Nursery School	43.01	45.12
36	Church	43.01	45.12
37	Lodge/Private/3000 Sq Ft.	43.01	45.12
39	Dentist/Doctor/per MD	23.17	24.30
40	Car Wash with recycle	23.17	24.30
41	Hospital/Per Bed	4.30	4.51
42	Bowling Alley/Per Lane	8.60	9.02
43	Car Wash without recycle/per bay	43.01	45.12
44	Commercial/3000 Sq.Ft.	21.51	22.56
45	Photo Dev. Lab	43.01	45.12
46	Gas Station/ Self Serve	43.01	45.12
47	Warehouse/6000 Sq.Ft.	21.51	22.56
48	Swimming Pool/Public/500 Sq.Ft.	16.12	16.91
54	Motel/Hotel Unit/W/O cooking	5.37	5.63
55	Motel, Hotel, W/ cooking	10.75	11.28
56	Senior Family Living Home	10.75	11.28

**RESOLUTION NUMBER 12-015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING NEW MONTHLY SEWER USER RATES, CLASSIFICATION OF SEWER USERS, WHEN SEWER USER CHARGES SHALL BE DUE AND PAYABLE AND REPEAL OF RESOLUTION NUMBER 09-035.

WHEREAS, the City Council finds it necessary to establish a new fee schedule and appropriate charges for the maintenance and operation costs of the municipal sewage treatment and collection system, and for accumulating capital for future improvements, expansions and additions to said system; and,

WHEREAS, it is necessary to establish new charges and fees to make the sewage treatment and collection system fair, equitable and self supporting as required by law; and,

WHEREAS, Ketchum Ordinance Number 819 provides that monthly rates for various classifications of sewer users shall be set by Resolution of the Ketchum City Council.

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

SECTION 1. SEWER USER CHARGES. That the following monthly rates for various classifications of sewer users shall be, and the same are hereby established:

<u>Service No.</u>	<u>Classification</u>	<u>Rate</u> <u>Per Month</u>
11	Single Family Home	22.56
12	Multiple Living Unit	22.56
13	Motel, Hotel (1 <sup>st</sup> unit)	22.56
15	Office Bldg/1500 Sq. Ft.	22.56
16	Retail Sales/3000 Sq. Ft.	22.56
17	Restaurant/Café Per Seat w/Trap	2.24
17	Restaurant/Café Per Seat w/o Trap	2.24
20	Retail Food,/1500 Sq. Ft.	22.56
21	Barber Shop/Per Chair	11.28
22	Beauty Salon/Per Operator	22.56
26	Dry Cleaners	45.12
27	Garage/Mechanical per 1500 Sq. Ft.	45.12
28	Laundries	90.23
29	Bank	45.12
30	School/Per 50 Students	22.56
31	Swimming Pool/Priv/500 Sq.Ft.	5.63
32	Beer, Wine, Liquor	45.12
33	Theater/per screen	45.12
35	Nursery School	45.12
36	Church	45.12

37	Lodge/Private/3000 Sq Ft.	45.12
39	Dentist/Doctor/per MD	24.30
40	Car Wash with recycle	24.30
41	Hospital/Per Bed	4.51
42	Bowling Alley/Per Lane	9.02
43	Car Wash,W/O recycle/per bay	45.12
44	Commercial/3000 Sq.Ft.	22.56
45	Photo Dev. Lab	45.12
46	Gas Station W/public restrooms	45.12
47	Warehouse/6000 Sq.Ft.	22.56
48	Swimming Pool/Public/500 Sq.Ft.	16.91
54	Motel/Hotel Unit/W/O cooking	5.63
55	Motel, Hotel, W/ cooking	11.28
56	Senior Family Living Home	11.28

A single user having more than one classification shall be charged for the sum of all applicable classifications.

All persons sixty-five (65) years of age and older who are assessed a monthly sewer fee for their residence in the City of Ketchum and who are the property owners of said residence upon written application to the City Clerk shall qualify for code 56, the monthly rate for a Senior Citizen Single Family Home.

SECTION 2. USER CHARGES. WHEN DUE AND PAYABLE. That all sewer user charges shall be due and payable to the City Clerk by the 20th day of the month billed and upon failure to pay the same, as prescribed, each user shall pay, in addition to the amount due, a delinquency charge of 10% of the amount due. There will be a Returned Check Charge of \$10.00.

SECTION 3. REPEAL OF RESOLUTION NUMBER 09-035. That this Resolution of the City of Ketchum hereby repeals in its entirety Resolution Number 09-035, and all other resolutions in conflict herewith.

SECTION 4. EFFECTIVE DATE. All provisions of this Resolution shall become effective on October 1, 2012.

This Resolution will be in full force and effect upon its adoption this 4th day of September, 2012

CITY OF KETCHUM, IDAHO

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

ATTEST:

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Sandra E. Cady, CMC  
City Treasurer/Clerk

APPROVED AS TO FORM  
AND CONTENT:

---

City Attorney



**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. FSVA 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.

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

ATTEST:

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



REGULAR KETCHUM CITY COUNCIL MEETING  
Monday, August 20, 2012 at 5:30 p.m.  
Ketchum City Hall, Ketchum, Idaho

**Present:** Mayor Randy Hall  
Council President Baird Gourlay  
Councilor Nina Jonas  
Councilor Michael David  
Councilor Jim Slanetz

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

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

2. **Communications from Mayor and Councilors**

Councilor Michael David spends a lot of time driving in town. He will make the Police Chief aware of some troublesome spots in the roads—speed limits that should be changed, blind areas and places where turns shouldn't be allowed. Councilor David said Ketchum's streets deserve as much attention as its pedestrian amenities.

Councilor Nina Jonas said she noticed inconsistencies between parallel and angle parking.

Councilor Jonas thanked Sun Valley Company for allowing the Paragliding World Cup and USA Cycling National Championships to use Bald Mountain. These sports bring alternative activity and new guests to the area.

Councilor Jim Slanetz said he'd like to see more open discussion and process on the City's budget, as would members of the public.

Mayor Hall said the Council should schedule a retreat next year before beginning the FY2014 budget process.

Sun Valley City may reduce funding for Sun Valley Marketing Alliance by \$100,000. Council will discuss later.

**Councilor Nina Jonas moved to amend the agenda to include a discussion of the in-lieu housing fund and Open Door project, and also a discussion of Sun Valley City's reduced funding of the Sun Valley Marketing Alliance. Motion to amend the agenda seconded by Councilor Jim Slanetz, and passed unanimously.**

3. **Discussion on scheduling a Council Retreat**

Council set a retreat for Wednesday, September 5.

4. **Communications from the public**

- Mickey Garcia agreed with Councilor David's comment about problems on local streets deserving attention.

**Sun Valley Marketing Alliance**

Sun Valley Marketing Alliance Ketchum representative Jake Peters said Sun Valley Councilor Bob Youngman presented statistics two and a half years ago that the Sun Valley/Ketchum area had undermarketed itself for decades. As a result, the Sun Valley Marketing Alliance was born.

Last week, the City of Sun Valley, during the second reading of their budget, proposed to reduce their allocation to the Marketing Alliance to \$250,000. Representatives of Sun Valley Company and the Marketing Alliance immediately joined the Sun Valley Council meeting in progress to encourage Sun Valley City to continue to support the SVMA marketing effort. SVMA Sun Valley representative Brooke Wojcik was unaware Sun Valley intended to reduce funding, and has not been told the rationale behind the decision. Sun Valley City claims that 53% of SVMA's expenses are overhead. Peters said actually about 18% of SVMA's expenses are overhead. SVMA has four employees that are good value for the money and are showing good results.

Sun Valley Council also said that Ketchum has a bigger economy than Sun Valley. Ketchum's economy is bigger, but Sun Valley's economy is almost all tourist, and bigger than Ketchum's tourist economy. Sun Valley City's LOT is almost all collected by Sun Valley Resort, which needs to hold the City of Sun Valley accountable. Sun Valley/Ketchum area needs to be spending more on marketing, not less. Every SVMA campaign to date has been matched by Sun Valley Resort. Ketchum and Sun Valley need to have a joint meeting and figure out the point of their marketing partnership.

Ketchum Council offered to contribute an additional \$25,000 incentive if Sun Valley City would contribute the requested \$350,000. Councilors thanked Peters for his volunteer efforts with the Sun Valley Marketing Alliance on behalf of the City of Ketchum.

**5. Local Option Tax ballot measure for Air Service Retention**

- a. 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.**

*Also Present: Fly Sun Valley Alliance Board President Eric Seder  
Fly Sun Valley Alliance members Maurice Charlat, Dick Fenton, Peter Alexis, and Jim Jaquet  
City Clerk/Treasurer Sandy Cady  
LOT Tax Administrative Clerk Kathleen Schwartzenberger*

Citizens had indicated they didn't want any administrative costs to come out of the proposed 1% LOT revenue; but there are administrative expenses created by adding the additional LOT tax which could be funded by the LOT itself or the General Fund.

The initial start-up expense—professional services time, preparation, printing and mailing LOT booklets to taxpayers, software adjustment, and staff time—is estimated at about \$2,400. This could be absorbed by the City of Ketchum.

Ongoing expenses would include staff time to participate in the new Air Service Board, meeting time, time to prepare Council preparation materials, Council time, and the Administrative Clerk's allotted time, estimated at about ½% of the proposed LOT revenue. Marks presented three options to pay these expenses. Council consensus was Option B, wherein the City's existing LOT collections and the new 1% share proportionally in administrative costs. Special City Attorney Susan Buxton suggested some minor changes be made to the JPA if each city party is to be allowed to determine how they pay their administrative costs.

The JPA should be in place next spring for next summer and winter MRGs. Originally, JPA votes were weighted proportionate to the amount of revenue produced by each city. Sun Valley City requested major contracts for services require a simple majority since Ketchum is likely to produce more than 50% of the revenue.

Fly Sun Valley's Alliance's current contract with Alaska Airlines requires FSVA be responsible for revenue shortfall and the cost of flight diversion busing. The MRG program may continue that obligation to a ground component. City Attorney Buxton suggested there be language related to diversionary bussing in both the ballot and ordinance to be sure it's covered.

Dick Fenton said consensus was that ground transportation was not an appropriate use of the LOT revenue, which is to get people here. If ground transportation needs to be improved, the influx of additional visitors should help grow the existing local option tax, which currently funds Mountain Rides. Also, FSVA doesn't want to support Boise's air service efforts. Mayor Hall said guests who must be bused here should be transported in a first class manner, which should be pursued with Mountain Rides.

If the measure doesn't pass in November, Ketchum will likely initiate a ballot measure again as soon as possible. If Sun Valley and Hailey don't pass it, Ketchum and Blaine County will form the JPA and Ketchum will go forward with implementing the additional LOT.

**PUBLIC COMMENT:**

- Anne Corrock asked if the Ketchum Council, and Hailey and Sun Valley, were involved with Representative Jaquet in getting the Attorney General's okay. Would it be better to wait until after the legislative session to get stronger language? Is the JPA as strong as the AG recommends? Are the cities working together on this? Who will market the additional flights? How do MRGs fit with the current LOT that was approved by the voters? How do MRGs work with the airlines? If we're paying for empty seats, what incentives do the airlines have to market their flights? How do other cities pay for MRGs? Where is the JPA going to meet and who will be their staff and legal advice? What are Sun Valley Company and the Realtors going to contribute? If we don't want to support Boise flights, are flights into Friedman going to be cost-competitive? Direct flights to Idaho are not easy, even to Boise, so increased flights to Boise would be good, and bus service to Sun Valley is a bonus. Wouldn't it be better to just have a joint agreement with the other cities and increase the local option tax by 1%? Designating the option tax revenue to one specific thing seems questionable. KART has worked well with a joint agreement. The SVMA without a joint agreement isn't working.
  - State statute says no local option tax proposal may be presented to resort city voters for approval for a period of one year after an election to approve or disapprove such tax.
- City Attorney Buxton said she would check into this.

- Phyllis Shafran asked if the whole LOT is lost if this 1% is declared illegal after it passes. There is no guarantee that Sun Valley Company is going to contribute any money. We should be sure it will pass before we put it to a vote, because we lose a year if it fails.

City Attorney Buxton said the two LOTs were separate. The existing LOT wouldn't be affected if the additional 1% is problematic.

- Mickey Garcia encouraged Ketchum to go ahead with the measure, on behalf of business and the real estate community.
- Nicky Gulliford, manager of the Clarion Inn, said the Wood River Lodging Association supports the 1% LOT. Will Sun Valley be competitive with other resorts with an 11% room tax? What types of businesses will contribute to the new 1% LOT? Who will control the revenue? Will Vacation Rentals by Owner (VRBO) be collected? In order to compete with Sun Valley Company in the winter, local hotels need Sun Valley online- or package-rate ski tickets. MRGs for second homeowners don't contribute to lodging. Hotels are going to incur various costs to change their programming, etc.; and some may have to absorb the 1% tax in order to be competitive. What is the cost-benefit to the new 1%?
- Peter Lewis, owner of the Clarion Inn, is in favor of the 1% LOT. Lewis considered the SVMA a de facto marketing arm of Sun Valley Company. Fly Sun Valley Alliance is 100% promotion of Sun Valley Company. If the tax passes, Ketchum will contribute far more money than the other municipalities. Ketchum should support its lodging properties by requesting equal treatment with ski tickets in the winter.

Answers:

The legality of MRGs is a Constitutional question; not a Legislative matter. There is always risk; waiting won't change that. The JPA has been created as defensible as possible.

The cities have been meeting together on this 1% additional LOT for the last three months.

The MRG language and new 1% LOT has no effect or impact on existing option tax. This is a new tax levy for just this purpose. The original option tax ordinance is tested and proven.

The JPA says each city will provide its own staff to support the JPA, based on proportionate share of revenue. Each city has decided what services they will tax. This additional 1% LOT will be added to the existing LOT.

Sun Valley with a 11% room tax is fairly competitive with other resort areas.

All resort services must pay their fair share of the LOT, including Vacation Rentals by Owner. Ketchum has seen considerable improvement in VRBO returns in the last few months.

Ketchum hotels are going to have to work with Sun Valley Company on ski ticket prices.

The airline routes will have to be marketed correctly to be sure seats are filled. The San Francisco market is projected to bring 9,000 passengers a year to Sun Valley. This kind of MRG program makes the JPA a significant partner with the airline, and provides access to airline market and planning staff. Seder said Seattle to Sun Valley flights are frequently the same price as Seattle to Boise.

Councilor Slanetz wanted to see Sun Valley Company's commitment in writing. Councilor Jonas felt the JPA gave the cities no leverage once it was signed. Seder said the JPA was only obligated to levy a tax and use it for specific purposes. Sun Valley Company has paid at least one-half of the MRGs for the 11+ years the program has been in effect; and, recently, has funded more than 50% while FSVA has been in formation. Sun Valley Company put up a Letter of Credit to guarantee 100% of the MRGs. A private party cannot be party to a JPA, but Sun Valley Company is willing to commit in writing to be a 50% participant to the MRG program. If Sun Valley Company defaults on the MRG agreement, there is no use for the 1% LOT revenue, and the cities can ask the citizens to repeal the tax.

Seder said \$150,000 for research consulting fees management paid the FSVA Executive Director's salary, and airport research consultant, negotiating expenses with the airlines, etc.

City Attorney Buxton added language to the ballot that included busing due to flight diversions. Councilor David said the ballot language was not clear that it's a separate LOT; and the marketing and promotion language should be more specific. Councilor David wanted the JPA to be clearer about how the money would be spent.

Councilor David would like to see more businessowners at the next Council meeting to give their opinion of the proposed LOT.

Councilor Gourlay also wanted to see a more updated version of the JPA. He knew the additional LOT would cost money to collect, and would cost all retailers money, but felt the LOT was necessary to be competitive with other resorts.

#### ADDITIONAL PUBLIC COMMENT:

Peter Lewis said he felt the additional LOT was more about getting new markets than subsidizing current markets.

Phyllis Shafran reiterated that it was important to have some kind of agreement with Sun Valley Company, because markets couldn't be expanded without their financial match on MRGs.

City Attorney Buxton will check into a simple termination clause in the JPA.

Councilor Nina Jonas moved to acknowledge the first reading of 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. Motion seconded by Council President Baird Gourlay, and passed unanimously.

Council President Baird Gourlay moved to direct staff to use Option B as described in the August 12, 2012 City Administrator's Report for the distribution of LOT expenses. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

b. 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.

Council decided to not act on Resolution 12-014 at this time.

**6. Update on Blaine County Recycling Program**  
Postponed.

**7. City Hall Roof Repair Asbestos Abatement Costs**

Ketchum Fire Chief Mike Elle said samples from the City Hall roof showed the felt under the roof was full of asbestos that has to be removed a certain way. The low bid contract to remove the asbestos is with Abatement Pro for \$10,820.

Councilor Michael David moved to approve the Abatement Pro proposal in the amount of \$10,820 for asbestos abatement on the City Hall roof. Motion seconded by Councilor Nina Jonas, and passed unanimously.

**8. Resolution 12-013: Authorizing Exempt Employees to be compensated for hours worked in excess of a normal work week under certain circumstances**

Ketchum Fire Chief Mike Elle said many Ketchum employees work a lot of extra hours during emergencies. They get comp time, but can't use it before the end of the year. This resolution outlines procedures in which employees can recover compensation, provided the City is reimbursed the full amount of pay and benefits.

City Administrator Gary Marks said this applies to a narrow group of middle management employees. The impact to the budget is minimal.

Council President Baird Gourlay moved to approve Resolution 12-013, authorizing exempt employees to be compensated for hours worked in excess of a normal work week under certain circumstances. Motion seconded by Councilor Nina Jonas, and passed unanimously.

**9. Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement**

Council President Baird Gourlay moved to approve the Blackjack Ketchum Shoot-Out Gang Independent Contractor Agreement. Motion seconded by Councilor Michael David, and passed unanimously.

**10. Lane Mercantile Building Temporary Lease for Wagon Days Headquarters and authorization to facilitate credit card transactions.**

Heather LaMonica Deckard asked the City to allow them to lease the Lane Mercantile Building as Wagon Days Headquarters for two weeks before and including Wagon Days to greet visitors, sell souvenirs, etc. The \$500 lease will be absorbed in the Wagon Days budget. City Administrator Gary Marks encouraged the lease as a way to help increase Wagon Days revenue.

Council President Baird Gourlay moved to approve the two-week lease of the Lane Mercantile Building Temporary Lease for Wagon Days Headquarters in an amount not to exceed \$500, and the use of the Ore Wagon Restoration Bank Account to set up "Square" to process credit cards for the Wagon Days Event. Motion seconded by Councilor Michael David, and passed unanimously.

**11. Recreation and Public Purposes Patent (R&PP) Process Update**

*Also Present:*            *Legal Associate Cheresse McLain*  
                              *Wood River Whitewater Park Committee member Jeff Smull*  
                              *Hulen Meadows resident Jim Jaquet*  
                              *Garth McClure*  
                              *Sue Fuller*

Ketchum Parks and Recreation Director Jen Smith said Jo Murray Public Relations firm has designed the website. The Master Plan draft and Environmental Analysis proposal are in. S<sup>2</sup>O recommended the Master Plan be sent to BLM and the Wood River Land Trust, and then the R&PP task force. GeoEngineers' proposal for EA, design and

permitting totals \$225,000. City Attorney Cherese McLain said the EA proposal from GeoEngineers has construction beginning in 2014, but it could move faster if federal agencies and permits allow.

Jeff Smull said initial funding of \$225,000 was available to begin the project. He suggested keeping S<sup>2</sup>O as the general contractor, with GeoEngineers and others as subcontractors throughout the permitting and construction process. Ketchum will add GeoEngineers' scope of work as an addendum to the S<sup>2</sup>O contract.

Councilor Slanetz asked about Hulen Meadows. Hulen Meadows resident Jim Jaquet said the Hulen Meadows Homeowners Association's position is to limit their comments to any potential well at Sun Peak. The concern is that a well could adversely affect the production capabilities of the Hulen Meadows wells. The Homeowners Association is working on an agreement that may or may not be approved by the Hulen Meadows Board of Directors. Some Hulen Meadows homeowners believe that this project, specifically the R&PP project, is a way for the City of Ketchum to take over, and otherwise disrupt the Hulen Meadows Subdivision. Other homeowners are totally supportive of the project, believing that it will have tremendous recreation benefits for Hulen Meadows and all of Blaine County. Many Hulen Meadows residents would like to see the pond restored and the river invigorated. City Attorney Buxton will meet with Bruce Smith to discuss the Hulen Meadows agreement.

**12. 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**

Council needs to discuss additions to the budget, including the City Hall roof and Park and Recreation Trust Fund.

**Council President Baird Gourlay moved to pass 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. Motion seconded by Councilor Nina Jonas, and passed unanimously.**

**13. Contract for Independent Audit Services**

City Administrator Gary Marks said Dennis Brown's three-year total for annual independent audits is \$22,800. Previous bids received for the same three-year contract were for \$42,000 and \$94,000.

**Councilor Jim Slanetz moved to approve the contract for Independent Audit Services with Dennis R. Brown, CPA. Motion seconded by Council President Baird Gourlay, and passed unanimously.**

**14. Appointments**

**Council President Baird Gourlay moved to confirm appointment of Michael David to the Community Development Corporation, Mountain Rides, and the Traffic Committee; and Jim Slanetz to the Community Development Corporation. Motion seconded by Councilor Nina Jonas, and passed unanimously.**

**15. In-Lieu Housing Fund and Open Door Project**

Mayor Hall said there was \$130,000 in the In-Lieu Housing Fund, and no money currently coming in due to lack of construction. Ketchum has to figure out how to continue funding the BCHA, since the BCHA manages Ketchum's 59 community housing units. Council directed staff to schedule a meeting with all housing stakeholders.

**16. CONSENT CALENDAR**

- a. Approval of minutes from the August 6, 2012 Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Approval of the 2012-13 Liquor, Beer and Wine License: See list
- d. Recommendation to revoke certain LOT tax permits due to delinquency

Ketchum Police Chief Steve Harkins will review the Arson Offender part of the August 6<sup>th</sup> minutes.

**Councilor Nina Jonas moved to approve the Consent Calendar for August 20, 2012. Motion seconded by Councilor Michael David, and passed unanimously. Council President Baird Gourlay abstained since he was not at the August 6<sup>th</sup> meeting.**

**17. ADJOURNMENT**

**Councilor Michael David moved to adjourn at 9:55pm. Councilor Nina Jonas seconded the motion. Motion passed unanimously.**

ATTEST:

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

\_\_\_\_\_  
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	PR0824120	State Withholding Tax Pay Period: 8/24/2012	7,168.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
III-A	PR0601121	Health Ins - Employee + 2 Chld Pay Period: 6/1/2012	103.70-
III-A	PR0601121	Health Ins - Family Pay Period: 6/1/2012	105.22-
III-A	PR0601121	Health Ins - Family Pay Period: 6/1/2012	210.44-
III-A	PR0601121	Health Ins - Employee + Spouse Pay Period: 6/1/2012	318.80-
III-A	PR0601121	Health Ins - Family Pay Period: 6/1/2012	420.88-
III-A	PR0601121	Health Ins - Employee + 1 Chld Pay Period: 6/1/2012	53.40-
III-A	PR0615121	Health Ins - Family Pay Period: 6/15/2012	105.22-
III-A	PR0615121	Health Ins - Family Pay Period: 6/15/2012	3,056.00-
III-A	PR0615121	Health Ins - Family Pay Period: 6/15/2012	105.22-
III-A	PR0615121	Health Ins - Family Pay Period: 6/15/2012	526.10-
III-A	PR0615121	Health Ins - Family Pay Period: 6/15/2012	13,752.00-
III-A	PR0615121	Health Ins - Employee + 1 Chld Pay Period: 6/15/2012	53.40-
III-A	PR0615121	Health Ins - Employee + 1 Chld Pay Period: 6/15/2012	2,772.92-
III-A	PR0615121	Health Ins - Employee + 2 Chld Pay Period: 6/15/2012	145.18-
III-A	PR0615121	Health Ins - Employee + 2 Chld Pay Period: 6/15/2012	6,444.18-
III-A	PR0615121	Health Ins - Family Pay Period: 6/15/2012	4,584.00-
III-A	PR0615121	Health Ins - Employee Pay Period: 6/15/2012	8,876.25-
III-A	PR0615121	Health Ins - Employee + Spouse Pay Period: 6/15/2012	318.80-
III-A	PR0615121	Health Ins - Employee + Spouse Pay Period: 6/15/2012	11,033.80-
III-A	PR0824121	Health Ins - Family Pay Period: 8/24/2012	6,112.00
III-A	PR0824121	Health Ins - Employee Pay Period: 8/24/2012	8,284.50
III-A	PR0824121	Health Ins - Employee + Spouse Pay Period: 8/24/2012	286.92
III-A	PR0824121	Health Ins - Employee + Spouse Pay Period: 8/24/2012	11,033.80
III-A	PR0824121	Health Ins - Family Pay Period: 8/24/2012	526.10
III-A	PR0824121	Health Ins - Family Pay Period: 8/24/2012	3,056.00
III-A	PR0824121	Health Ins - Family Pay Period: 8/24/2012	105.22
III-A	PR0824121	Health Ins - Family Pay Period: 8/24/2012	13,752.00
III-A	PR0824121	Health Ins - Employee + 1 Chld Pay Period: 8/24/2012	53.40
III-A	PR0824121	Health Ins - Employee + 1 Chld Pay Period: 8/24/2012	2,772.92
III-A	PR0824121	Health Ins - Employee + 2 Chld Pay Period: 8/24/2012	103.70
III-A	PR0824121	Health Ins - Employee + 2 Chld Pay Period: 8/24/2012	6,444.18
III-A	PR0824121	Health Ins - Family Pay Period: 8/24/2012	105.22
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	PR0824120	AFLAC After-Tax Pay Period: 8/24/2012	145.33
AFLAC	PR0824120	AFLAC Pre-Tax Pay Period: 8/24/2012	700.89
<b>01-2172-2000 P/R DEDUC PBL--LIFE &amp; L.T.DISB</b>			
LifeMap Billing	PR0824120	Long Term Disability Pay Period: 8/24/2012	1,003.67
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - 1 Child Pay Period: 8/24/2012	141.48
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - Employee Pay Period: 8/24/2012	631.50
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - Spouse Pay Period: 8/24/2012	185.70
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - Spouse Pay Period: 8/24/2012	591.91
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - Family Pay Period: 8/24/2012	647.08
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - Family Pay Period: 8/24/2012	832.65
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - 2+ Child Pay Period: 8/24/2012	122.28
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - 2+ Child Pay Period: 8/24/2012	254.80
DELTA DENTAL PLAN OF IDAH	PR0824120	Dental Insurance - 1 Child Pay Period: 8/24/2012	51.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-2173-3000 P/R DEDUC PBL--PEBSCO			
NATIONWIDE RETIREMENT SOL	PR0824120	Nationwide - 0026904-001 Pay Period: 8/24/2012	375.00
NATIONWIDE RETIREMENT SOL	PR0824120	Nationwide Fire - 0035424-001 Pay Period: 8/24/2012	115.48
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0824120	Child Support Pay Period: 8/24/2012	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0824120	Pioneer Federal Credit Union Pay Period: 8/24/2012	3,171.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0824120	125 Medical Savings Pay Period: 8/24/2012	1,370.53
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0824120	125 Dependant Care Pay Period: 8/24/2012	476.92
Total :			17,906.31
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	420.00
01-4110-3200 OPERATING SUPPLIES			
SUN VALLEY NATURAL SPRING	26086	Water Cooler & Bottles for Meeting Room	24.47
01-4110-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	6.72
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	1110396277	ACCT. 365459737-00001	40.01
Total LEGISLATIVE & EXECUTIVE:			491.20
<b>ADMINISTRATIVE SERVICES</b>			
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	1,451.05
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	489.47
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL	107552	Office Supplies	20.77
RICOH USA, INC.	5023489603	Copier Charges	250.61
INTEGRATED TECHNOLOGIES	C1C224	Copier Maintenance	7.15
INTEGRATED TECHNOLOGIES	C1C225	Copier Maintenance	25.63
GREAT AMERICA LEASING COR	12616162	Copier Charges	48.14
01-4150-4200 PROFESSIONAL SERVICES			
GRANT, SUZANNE	08/20/12	CC Minutes 08/20/12	405.00
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	10.60
STERLING CODIFIERS	12729	Supplements	490.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862b	1,238.43
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	44.35
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	14.23
VERIZON WIRELESS, BELLEVUE	1110396277	ACCT. 365459737-00001	41.74
01-4150-5200 UTILITIES			
IDAHO POWER	5563550804	ACCT. 5563550804	51.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	5582759799-08	ACCT. 5582759799	110.64
IDAHO POWER	769316182-08/	ACCT. 769316182	1,294.75
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
SUN VALLEY NATURAL SPRING	26086	Water Cooler & Bottles for Meeting Room	24.47
WAXIE SANITARY SUPPLY	73437988	Supplies	90.22
WAXIE SANITARY SUPPLY	73445816	Supplies	95.56
Total ADMINISTRATIVE SERVICES:			6,204.77
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
MOORE SMITH BUXTON & TUR	43140	1536-03 - General	9,828.63
MOORE SMITH BUXTON & TUR	43144	1536-42 Local 4758 v. Ketchum	7,856.84
MOORE SMITH BUXTON & TUR	43145	1536-44 BLM-Blue Canyon Land Exchange	682.50
MOORE SMITH BUXTON & TUR	43146	1536-45 DHD Properties v. Ketchum	5,527.50
MOORE SMITH BUXTON & TUR	43149	1536-39 - RPP Application	225.82
Total LEGAL:			24,121.29
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	745.43
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	107552	Office Supplies	41.50
FEDEX	795716191	Shipping	105.84
INTEGRATED TECHNOLOGIES	C1C224	Copier Maintenance	14.28
INTEGRATED TECHNOLOGIES	C1C225	Copier Maintenance	51.24
UNIFIED OFFICE SERVICES	144628	Office Supplies	50.77
GREAT AMERICA LEASING COR	12616162	Copier Charges	96.28
<b>01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL</b>			
BUSINESS AS USUAL	107552	Office Supplies	41.50
IDAHO STATE HISTORICAL SOC	9367	File Shipping	21.41
INTEGRATED TECHNOLOGIES	C1C224	Copier Maintenance	14.28
INTEGRATED TECHNOLOGIES	C1C225	Copier Maintenance	51.24
GREAT AMERICA LEASING COR	12616162	Copier Charges	96.28
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
GRANT, SUZANNE	07/30/12	P&Z Minutes 07/30/12	232.50
GRANT, SUZANNE	08/27/12	P&Z Minutes 08/27/12	292.50
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	26.81
<b>01-4170-4266 PROFESSIONAL SERVICES-ECON DEV</b>			
LSC TRANSPORTATION CONSU	45780	Ketchum Transit Plaza	2,274.08
GATES K. DUNAWAY	2012-10 KETC	Review of Washington project	175.00
<b>01-4170-4267 PROFESSIONAL SVC-COMP PLAN</b>			
CANFIELD, TORY	06/2012	Comp Plan Services	870.00
Total COMMUNITY PLANNING/DEVELOPMENT:			5,200.94
<b>BUILDING</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4240-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	660.00
<b>01-4240-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	107552	Office Supplies	20.76
INTEGRATED TECHNOLOGIES	C1C224	Copier Maintenance	7.15
INTEGRATED TECHNOLOGIES	C1C225	Copier Maintenance	25.63
GREAT AMERICA LEASING COR	12616162	Copier Charges	48.13
<b>01-4240-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	3.72
<b>01-4240-4210 PROFESSIONAL SERVICES-IDBS</b>			
DIVISION OF BUILDING SAFETY	08/23/12	July Building Permit Fees	10,135.00
DIVISION OF BUILDING SAFETY	08/23/12	July Building Permit Fees	6,845.00
DIVISION OF BUILDING SAFETY	08/23/12	May Building Permit Fees Correction	3,731.00-
Total BUILDING:			14,014.39
Total GENERAL FUND:			67,938.90
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-2900 AWARDS</b>			
CASH	082912	Cash for Parade Award Winners	6,000.00
<b>02-4530-3200 OPERATING SUPPLIES</b>			
CASH	082912	Cash for Cash Boxes at Wagon Days	50.00
<b>02-4530-3250 SOUVENIRS SUPPLIES</b>			
ARGO CO.	21893	T-Shirts	1,751.85
EXPRESS PRINTING INC	226900	Wagon Days Brochure	629.45
EXPRESS PRINTING INC	226985	Wagon Days Posters	242.50
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
AMERICANAS	082912	Performances for Wagon Days	2,000.00
ANDERSON, RUSS	082912	Wagons & Teams	500.00
ANDERSON, WENDY	082912	Wagons & Teams	500.00
BLACKJACK SHOOT OUT GANG	082912	Entertainment @ Wagon Days	1,250.00
EH CAPA BAREBACK RIDERS	082912	Performances at Wagon Days	1,325.00
JONES, RODNEY	082912	Wagons & Teams	400.00
JUDY'S DESIGN HOUSE LLC	340	Wagon Days Brochure Design	302.50
JUDY'S DESIGN HOUSE LLC	344	Wagon Days Layouts	292.05
KNIGHT, MARY ANN	082912	Wagons & Teams	400.00
MCLAIN, EVAN	082912	Wagons & Teams	500.00
MCLAIN, KEVIN	082912	Wagons & Teams	500.00
PIQUET, MONTE	082912	Wagons & Teams	450.00
RUBY, HAROLD	082912	Wagons & Teams	500.00
SHERBINE, BILL	082912	Wagons & Teams	400.00
SWAINSTON, MIKE	082912	Wagons & Teams	450.00
TOMASKI, BOB	082912	Wagons & Teams	2,000.00
WORTHINGTON, KEN	082912	Old Time Fiddler's Entertainment during Wagon Days	250.00
EDWARDS, JOYCE	082912	Wagons & Teams	400.00
JONES, SHIELA	082912	Wagons & Teams	400.00
CHATTERFIELD, CALVIN	082912	Wagons & Teams	400.00
KELLER, MAX	082912	Wagons & Teams	400.00
HAVILAND, RILEY	082912	Wagons & Teams	400.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
HAVILAND, TROY	082912	Wagons & Teams	400.00
DAWKINS, BRUCE	082912	Wagons & Teams	400.00
WILLIAMS, JERAL	082912	Wagons & Teams	500.00
RANDY ROBERTS	082912	Wagons & Teams	750.00
WILCOX WAGON	082912	Wagons & Teams	800.00
SHERRY HEART	082912	Wagons & Teams	400.00
DAEL ALLRED	082912	Wagons & Teams	400.00
EDWARDS, LAWRENCE	082912	Wagons & Teams	400.00
<b>02-4530-4600 INSURANCE</b>			
HUB INT'L MOUNTAIN STATES	80474	Wagon Days Event Insurance	3,561.25
<b>02-4530-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
HIGH COUNTRY PROPERTIES	932221	Lodging for Bobby Tanner & Team	1,200.00
<b>02-4530-6900 MISCELLANEOUS SERVICES &amp; CHARG</b>			
WINTER SUN RANCH	84	1 Ton Grass Hay	200.00
Total WAGON DAYS EXPENDITURES:			31,704.60
Total WAGON DAYS FUND:			31,704.60
<b>STREET MAINTENANCE FUND</b>			
<b>STREET</b>			
<b>04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	2,483.74
<b>04-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	689.51
<b>04-4310-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	107552	Office Supplies	212.60
A.C. HOUSTON LUMBER CO.	14-134856	Supplies	7.40
RIVER RUN AUTO PARTS	6538-49389	Parts & Supplies	28.45
TREASURE VALLEY COFFEE IN	2160:02916466	COFFEE	68.84
<b>04-4310-4200 PROFESSIONAL SERVICES</b>			
CENTRAL DRUG SYSTEM, INC.	215233	Random Processing Fee	2.18
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	25.54
<b>04-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS, BELLEVUE	1110396277	ACCT. 365459737-00001	103.37
<b>04-4310-5200 UTILITIES</b>			
IDAHO POWER	6471919866-08	ACCT. 6471919866	420.58
<b>04-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-49153	Parts & Supplies	42.49
SILVER CREEK FORD	109451	Vehicle Service	322.09
SILVER CREEK FORD	13411	Parts	90.55
SILVER CREEK FORD	13425	Parts	7.94
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
FASTENAL COMPANY	IDJER37011	Parts	19.40
FASTENAL COMPANY	IDJER37012	Parts	105.95
FREIGHTLINER OF IDAHO	125238	Parts & Supplies	353.76
FREIGHTLINER OF IDAHO	125281	Parts & Supplies	353.76

Vendor Name	Invoice Number	Description	Net Invoice Amount
FREIGHTLINER OF IDAHO	125282	Parts & Supplies	305.80
NAPA AUTO PARTS	702313	Supplies	14.56
RIVER RUN AUTO PARTS	6538-48930	Parts & Supplies	12.00
RIVER RUN AUTO PARTS	6538-49271	Parts & Supplies	21.79
RIVER RUN AUTO PARTS	6538-49310	Parts & Supplies	7.95
RIVER RUN AUTO PARTS	6538-49349	Parts & Supplies	36.93
WESTERN STATES EQUIPMENT	PC040185450	Parts	6,517.30
SHERWIN-WILLIAMS CO.	9476-2	Supplies	12.00
H & E EQUIPMENT SERVICES, IN	90859438	Parts	227.52
H & E EQUIPMENT SERVICES, IN	90860489	Parts	100.31
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400160403	ACCT. 241076800	60.15
AMERIPRIDE LINEN	2400162154	ACCT. 241076800	29.97
<b>04-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	322623384-08/	ACCT. 322623384	5.40
IDAHO POWER	4083074003-08	ACCT. 4083074003	12.64
IDAHO POWER	528357116-08/	ACCT. 528357116	6.10
IDAHO POWER	5318579658-08	ACCT. 5318579658	5.89
IDAHO POWER	6471919866-08	ACCT. 6471919866	790.75
IDAHO POWER	9337189101-08	ACCT. 9337189101	33.92
<b>04-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
BIG WOOD LANDSCAPE, INC.	28059	Sod Repair	201.70
A.C. HOUSTON LUMBER CO.	14-131000	Supplies	27.56
IDAHO TRAFFIC SAFETY INC	082912	Striping	41,779.50
ROAD WORK AHEAD CONST. SU	20006	Traffic Control	5,238.00
<b>04-4310-7190 SIDEWALKS/STREET IMPROVEMENTS</b>			
IDAHO POWER COMPANY	27372508	6th & Main Street Lights	1,123.00
LAKESIDE INDUSTRIES	13081412	Roller Rental	300.00
PLATT	2148248	6th & Main Lights	813.26
ROAD WORK AHEAD CONST. SU	20108	Traffic Control	824.50
VALLEY PAVING	13109	Street Improvements on Walnut	24,180.80
MILLERBERND	96581	Parts & Supplies	1,218.00
COATINGS PLUS	2850	Powder Coat Street Lights	200.00
COATINGS PLUS	2862	Street Light Arms	200.00
Total STREET:			88,923.13
Total STREET MAINTENANCE FUND:			88,923.13
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	2,253.12
<b>10-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	50.00
<b>10-4230-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	107552	Office Supplies	10.38
CHATEAU DRUG CENTER	834841	Supplies	3.32
CHATEAU DRUG CENTER	865364	Supplies	22.31
CHATEAU DRUG CENTER	867579	Supplies	2.37
CHATEAU DRUG CENTER	869098	Supplies	.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	871589	Supplies	28.48
CHATEAU DRUG CENTER	873659	Supplies	11.39
EASY PACK INC	164918	Shipping	11.83
INTEGRATED TECHNOLOGIES	C1C224	Copier Maintenance	3.57
INTEGRATED TECHNOLOGIES	C1C225	Copier Maintenance	12.82
PREMIER CLEANERS, INC.	104837-08/12	Cleaning Services	15.00
UPS STORE #2444	08/01/12	Shipping	17.37
YORK'S AUTO SERVICE, DICK	54868	Towing	45.00
GREAT AMERICA LEASING COR	12616162	Copier Charges	24.07
HOWELL RESCUE SYSTEMS	121610	Supplies	111.20
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	708625	ACCT. 37267	161.51
<b>10-4230-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	23.68
<b>10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
WOOD RIVER FIRE & RESCUE	2012-101	Fire Training/Essential Class	1,425.00
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS, BELLEVUE	1110405865	ACCT. 765494480-00001	57.67
WHITE CLOUD COMMUNICATIO	69024	Radios	59.33
UNITED COMMUNICATIONS CO	785069	Warranty Repair	57.04
<b>10-4230-6000 REPAIR &amp; MAINT--AUTOMOTOVE EQU</b>			
CONSOLIDATED ELECTRICAL D	3755-533171	Supplies	51.90
Total FIRE & RESCUE:			4,458.76
Total FIRE & RESCUE FUND:			4,458.76
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	3,269.68
<b>14-4260-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	75.00
<b>14-4260-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	107552	Office Supplies	10.39
CHATEAU DRUG CENTER	834841	Supplies	3.32
CHATEAU DRUG CENTER	865364	Supplies	22.31
CHATEAU DRUG CENTER	867579	Supplies	2.37
CHATEAU DRUG CENTER	869098	Supplies	.40
CHATEAU DRUG CENTER	871589	Supplies	28.47
CHATEAU DRUG CENTER	873659	Supplies	11.39
EASY PACK INC	164918	Shipping	11.83
INTEGRATED TECHNOLOGIES	C1C224	Copier Maintenance	3.57
INTEGRATED TECHNOLOGIES	C1C225	Copier Maintenance	12.82
PRAXAIR/WHITMORE	43805256	Oxygen	39.53
PREMIER CLEANERS, INC.	104837-08/12	Cleaning Services	15.00
ST. LUKES	1W162	Acct. 342	294.47
ST. LUKES	1W164	Acct. 342	203.54
UPS STORE #2444	08/01/12	Shipping	17.37
YORK'S AUTO SERVICE, DICK	54868	Towing	45.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
GREAT AMERICA LEASING COR	12616162	Copier Charges	24.07
<b>14-4260-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	708625	ACCT. 37267	287.10
<b>14-4260-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	34.90
<b>14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ROBERTSON, RICK	08/19/12	Reimbursement for CPR Recertification Course	29.95
WOOD RIVER FIRE & RESCUE	2012-101	Fire Training/Essential Class	1,425.00
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS, BELLEVUE	1110405865	ACCT. 765494480-00001	80.32
WHITE CLOUD COMMUNICATIO	69024	Radios	59.32
UNITED COMMUNICATIONS CO	785069	Warranty Repair	57.04
<b>14-4260-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
CONSOLIDATED ELECTRICAL D	3755-533171	Supplies	51.90
Total AMBULANCE SERVICE:			6,116.06
Total AMBULANCE SERVICE FUND:			6,116.06
<b>PARKS AND RECREATION FUND</b>			
<b>PARKS AND RECREATION</b>			
<b>18-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	374.40
<b>18-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	58.80
<b>18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
COSTCO WHOLESALE	082212	Concession Supplies for the Parks Dept.	484.63
<b>18-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	708626	ACCT. 37268	736.71
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	21.63
SILVER CREEK ELECTRIC, INC.	2317	Electrical Services	30.00
ACTIVE NETWORK, INC.	1005552	Project Planning	2,500.00
<b>18-4510-4210 PROFESSIONAL SERVICE-CITY TREES</b>			
ARBOR CARE	26444	Fertilization	45.00
ARBOR CARE	26445	Fertilization	65.00
ARBOR CARE	26446	Fertilization	65.00
ARBOR CARE	26447	Fertilization	85.00
ARBOR CARE	26448	Fertilization	75.00
ARBOR CARE	26450	Fertilization	75.00
ARBOR CARE	26452	Fertilization	75.00
<b>18-4510-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS, BELLEVUE	1110396277	ACCT. 365459737-00001	80.08
<b>18-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-49123	Parts & Supplies	45.37

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>18-4510-6510 COMMUNITY SPECIAL EVENTS</b>			
LUTZ RENTALS	18652-1	Rental Equipment	55.00
<b>18-4510-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
CHATEAU DRUG CENTER	830295	Supplies	7.59
CHATEAU DRUG CENTER	833797	Supplies	9.49
CHATEAU DRUG CENTER	867450	Supplies	7.12
CHATEAU DRUG CENTER	867839	Supplies	13.28
CHATEAU DRUG CENTER	873819	Supplies	41.94
PIPECO, INC.	114563	Supplies	7.62
PIPECO, INC.	114665	Supplies	8.44
PIPECO, INC.	114808	Supplies	2.11
WOOD RIVER LOCK SHOP	062612	Re-Key Cylinder & Keys	222.00
<b>18-4510-9930 PARK &amp; REC FUND OP.CONTINGENCY</b>			
BUSINESS AS USUAL	107552	Office Supplies	674.00
Total PARKS AND RECREATION:			5,865.21
Total PARKS AND RECREATION FUND:			5,865.21
<b>LOCAL OPTION SALES TAX FUND</b>			
<b>LOCAL OPTION SALES TAX</b>			
<b>22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	196.12
<b>22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	51.15
<b>22-4910-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	7.35
Total LOCAL OPTION SALES TAX :			254.62
Total LOCAL OPTION SALES TAX FUND:			254.62
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	2,190.22
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	220.61
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	107552	Office Supplies	18.33
<b>63-4340-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400159734	ACCT. 241076900	93.02
AMERIPRIDE LINEN	2400159735	ACCT. 241076901	15.98
CHATEAU DRUG CENTER	857188	Supplies	5.68
JANE'S ARTIFACTS	10659	Office Supplies	6.48
USA BLUEBOOK	742831	Supplies	47.19

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	368223	ACCT. 37271	77.65
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E231781	Chemicals	705.00
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
CENTRAL DRUG SYSTEM, INC.	215233	Random Processing Fee	2.17
MOORE SMITH BUXTON & TUR	43140	1536-03 - General	78.00
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	29.75
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	91.38
DIG LINE	43808	Locates	43.39
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	47.23
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	47.23
<b>63-4340-5200 UTILITIES</b>			
CINTAS DOCUMENT MANAGEM	8400087795	Shredding Fees	27.66
IDAHO POWER	3230225839	ACCT. 3230225839	87.69
IDAHO POWER	9961104680-08	ACCT. 9961104680	45.99
UNITED OIL	708629	ACCT. 37271	524.82
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
CHATEAU DRUG CENTER	812063	Supplies	8.54
A.C. HOUSTON LUMBER CO.	14-130103	Supplies	5.96
Total WATER EXPENDITURES:			4,419.97
<b>WATER DEBT SERVICE EXPENDITRES</b>			
<b>63-4800-8100 DEBT SRVC ACCT PRINCIPAL-2006B</b>			
BANK OF NEW YORK MELLON T	07/25/12	Water Bonds 2006B	19,982.64
<b>63-4800-8110 DEBT SRVC ACCT PRNCPL-2006A</b>			
BANK OF NEW YORK MELLON T	07/25/12	Water Bonds 2006A	104,982.64
<b>63-4800-8200 DEBT SRVC ACCT INTEREST-2006B</b>			
BANK OF NEW YORK MELLON T	07/25/12	Water Bonds 2006B	61,438.55
<b>63-4800-8210 DEBT SRVC ACCT INT-2006A</b>			
BANK OF NEW YORK MELLON T	07/25/12	Water Bonds 2006A	55,432.30
Total WATER DEBT SERVICE EXPENDITRES:			241,836.13
Total WATER FUND:			246,256.10
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7652 CONVERT TOUCH READ TO RADIO RD</b>			
BANYAN TECHNOLOGY INC.	19687	Computer Printer	277.79
FERGUSON ENTERPRISES, INC.	565137	Supplies	1,801.90
FERGUSON ENTERPRISES, INC.	565137-1	Supplies	641.09
FERGUSON ENTERPRISES, INC.	565890	Supplies	232.05
FERGUSON ENTERPRISES, INC.	565890-1	Supplies	288.00
FERGUSON ENTERPRISES, INC.	CM045619	Supplies	104.01-

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>64-4340-7800 CONSTRUCTION</b>			
ANDERSON ASPHALT PAVING	4110	Replace Rock Stock Pile for Main Breaks	515.85
H.D. FOWLER COMPANY	13195920	Replacement head for fire hydrant	606.66
L.L. GREEN'S HARDWARE	A265543	Supplies	238.48
LUNCFORD EXCAVATION, INC.	4417	Excavation	668.13
USA BLUEBOOK	742396	Supplies	152.17
Total WATER CIP EXPENDITURES:			5,318.11
Total WATER CAPITAL IMPROVEMENT FUND:			5,318.11
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Claims 04/01/12-06/3012	4,307.16
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	06/30/12	HRA Vision Claims 04/01/12-06/3012	545.15
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	107552	Office Supplies	18.32
UPS STORE #2444	08/01/12	Shipping	32.58
<b>65-4350-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400159735	ACCT. 241076901	15.97
AMERIPRIDE LINEN	2400163225	ACCT. 241021000	169.47
AMERIPRIDE LINEN	2410018662	ACCT. 241076900	31.02
HACH	7881142	Supplies	251.45
TREASURE VALLEY COFFEE IN	2160:02908499	COFFEE	54.90
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	382903	ACCT. 37270	3,377.85
UNITED OIL	708628	ACCT. 37270	124.20
<b>65-4350-3800 CHEMICALS</b>			
GENERAL CHEMICAL	90505202	Chemicals	5,777.90
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	24529	Supplies	139.50
CENTRAL DRUG SYSTEM, INC.	215233	Random Processing Fee	2.17
MAGIC VALLEY LABS, INC.	39788	Testing	240.00
NBS-NATIONAL BENEFIT SERVI	387051	HRA Admin Fees	51.90
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	91.39
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	46.02
VERIZON WIRELESS, BELLEVUE	1109529104	ACCT. 965494438-00001	26.07
<b>65-4350-5200 UTILITIES</b>			
CINTAS DOCUMENT MANAGEM	8400087795	Shredding Fees	27.65
IDAHO POWER	2345750212-08	ACCT. 2345750212	12,398.36
IDAHO POWER	9961104680-08	ACCT. 9961104680	45.99
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	11700024521	Flat Repair	66.40
SAFETY-KLEEN CORP.	58241134	Supplies	311.46

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
ELECTRONIC DATA SOLUTIONS	10087	Sensor	1,020.25
McMASTER-CARR SUPPLY CO.	33340857	Supplies	85.78
McMASTER-CARR SUPPLY CO.	33686469	Supplies	390.68
PIPECO, INC.	114278	Supplies	6.08
PIPECO, INC.	114300	Supplies	50.85
PIPECO, INC.	114541	Supplies	4.41
PLATT	2179389	Supplies	592.20
PLATT	2220636	Supplies	18.60
RIVER RUN AUTO PARTS	6538-48975	Parts & Supplies	32.78
SPECIALTY PLASTICS & FAB. I	54790	Scrubber Pump Replacement Heads	1,334.18
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
AMERIPRIDE LINEN	2400163225	ACCT. 241021000	29.90
CHATEAU DRUG CENTER	807170	Supplies	6.64
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	32.25
DIG LINE	43808	Locates	43.38
A.C. HOUSTON LUMBER CO.	14-130392	Supplies	27.56
LUNCEFORD EXCAVATION, INC.	4425	Excavation	1,568.63
PIPECO, INC.	114539	Supplies	12.31
RIVER RUN AUTO PARTS	6538-48729	Parts & Supplies	33.11
TREASURE VALLEY COFFEE IN	2160:02908499	COFFEE	51.35
VALLEY AUTO BODY	14209	Repair & Painting on GMC	2,137.24
VERIZON WIRELESS, BELLEVUE	1109529104	ACCT. 965494438-00001	32.76
Total WASTEWATER EXPENDITURES:			35,663.82
<b>WASTEWATER DEBT SERVICE EXP</b>			
<b>65-4800-8110 DEBT SRVC ACCT PRNCPL-2006</b>			
BANK OF NEW YORK MELLON T	07/25/12	Wastewater 2006	74,982.64
<b>65-4800-8210 DEBT SRVC ACCT INT-2006</b>			
BANK OF NEW YORK MELLON T	07/25/12	Wastewater 2006	31,047.31
Total WASTEWATER DEBT SERVICE EXP:			106,029.95
Total WASTEWATER FUND:			141,693.77
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>67-4350-7800 CONSTRUCTION</b>			
H.D. FOWLER COMPANY	13195920	Replacement head for fire hydrant	606.65
<b>67-4350-7801 REUSE PUMP STATION</b>			
BOLEN'S CONTROL HOUSE, INC.	S1203129.001	PLC for Reuse Splitter Box	164.85
GRAINGER, INC., W.W.	9854512457	Reuse Splitter Box & Vault	820.50
LUNCEFORD EXCAVATION, INC.	082312	Reuse Pump Station Foundation	126,030.80
PLATT	2154234	Reuse Water Project	259.97
PLATT	2165761	Reuse Water Project	49.53
PLATT	2175466	Reuse Water Project	22.66
PLATT	2176715	Reuse Water Project	157.97
PLATT	2186304	Reuse Water Project	88.10
PLATT	2186685	Reuse Water Project	31.10-
PLATT	2193471	Reuse Water Project	16.98
PLATT	2196846	Reuse Water Project	6.46

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>67-4350-7802 REUSE ENGINEERING</b>			
FORSGREN ASSOCIATES, INC.	212177	WW Reuse	1,925.50
FORSGREN ASSOCIATES, INC.	212178	WW Reuse	8,212.50
GALENA ENGINEERING, INC.	1318.152-08/12	Reuse Easement for Power to Splitter Vault	1,159.00
Total :			139,490.37
Total WASTEWATER CAPITAL IMPROVE FND:			139,490.37
Grand Totals:			738,019.63

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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