

City of Ketchum, Idaho

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



November 26, 2012

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**Sawtooth Residence Townhomes,
Townhouse Subdivision Preliminary Plat,
Shane Felker and Clay Sammis, Applicants**

Introduction/History

This application by Shane Felker and Clay Sammis (represented by Bruce Smith, Alpine Enterprises, Inc.) is a request for the approval of a two unit Townhouse Subdivision Preliminary Plat of Sawtooth Residence Townhomes.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat in their actions and adopted findings of fact, dated November 26, 2012. This project also received Design Review approval (findings of fact signed June 25, 2012) and is currently under construction (Building Permits #12-051 and 12-052).

Current Report

See attached staff report.

Financial Requirement/Impact

None

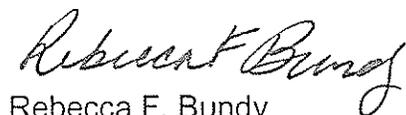
Recommendation

I respectfully recommend that the City Council approve the Sawtooth Residence Townhomes Townhouse Subdivision Preliminary Plat.

Suggested Motion

"I move to approve the Sawtooth Residence Townhomes Townhouse Subdivision Preliminary Plat, finding the application meets with the applicable review standards with the conditions 1 - 7, as noted in the staff report."

Sincerely,


Rebecca F. Bundy
Associate Planner



STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF DECEMBER 3, 2012

APPLICANTS: Shane Felker and Clay Sammis

REPRESENTATIVE: Bruce Smith, Alpine Enterprises, Inc.

PROJECT: Sawtooth Residence Townhomes

FILE NO.: 12-128

REQUEST: Preliminary plat approval for two (2) unit, detached townhouse buildings on separate sublots.

LOCATION: 128 Belmont Drive (Warm Springs Sub #4, Lot 6)

ZONING: General Residential – Low Density (GR-L), with a small portion of the western edge of the lot in Limited Residential (LR)

NOTICE: Adjacent property owners and outside agencies/political subdivisions were mailed notice on October 29, 2012.

REVIEWER: Rebecca F. Bundy, Associate Planner

BACKGROUND

1. The applicant is requesting preliminary plat for two (2) unit, detached townhouse buildings each on its own subplot. The lot is located in the GR-L zoning district, which allows a “townhouse development containing two (2) townhouse units” as a permitted use.
2. Each unit has 2,722 square feet of living area and 630 feet of attached garage/mechanical/storage. Each is two stories tall.
3. The Planning and Zoning Commission unanimously recommended approval of the Townhouse Subdivision Preliminary Plat, with findings of fact signed on November 26, 2012. The approved preliminary plat plans match the approved design review plans.
4. The project received unanimous design review approval from the Commission, with findings of fact signed on June 25, 2012. All Design Review conditions will apply to the building construction on the new sublots.
5. Construction has commenced on the townhouses under Building Permits # 12-051 and 12-052.

6. The Utility Department has commented that two separate water services have been brought onto the property to serve the sublots individually. The sublots must each have separate, independent irrigation system. This has been made a condition of approval.

7. With the exception of the Utility Department's requirement for separate landscaping water services, no comments from neighbors or other City departments have been received, other than those expressed at Design Review and incorporated into the conditions of that approval.

8. Attachments:

- A. Application, submitted October 16, 2012, including:
 - (1) Application
 - (2) Warm Spring Subdivision No. 4, Original Plat
 - (3) DRAFT Townhome Declaration of Covenants, Conditions and Restrictions for Sawtooth Residences Townhomes
- B. Reduced preliminary plat, dated October 29, 2012 (Full-sized plat is also available.)
- C. Comments

EVALUATION STANDARDS

16.04.070 TOWNHOUSES.

B. **Owner's Documents.** The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

Staff Analysis: The applicant has made a complete preliminary plat application including draft CC&R's. The final documents shall be recorded with the final plat.

Recommendation: This standard has been met.

C. **Preliminary Plat Procedure.**

1. The subdivider may apply for preliminary plat approval from the commission pursuant to Section 16.04.030.D herein at the time application is made for design review approval pursuant to Chapter 17.96. The Commission may approve, deny or conditionally approve said preliminary plat upon consideration of the action taken on the application for design review of the project.

Staff Analysis: The applicant has received design review approval from the Commission (findings of fact signed June 25, 2012), and townhouse subdivision preliminary plat approval (findings of fact signed November 26, 2012).

Recommendation: This standard has been met.

2. The preliminary plat, other data, and the commission's findings shall not be transmitted to the council until construction of the project has commenced under a valid building permit issued by the Ketchum building inspector. The council shall act on the preliminary plat pursuant to Section 16.04.030.E.

Staff Analysis: Project construction has commenced under building permit applications #12-051 and 12-052.

Recommendation: This standard has been met.

D. Final Plat Procedure.

1. The final plat procedure contained in Section 16.040.030.F herein shall be followed. However, the final plat shall not be signed by the City Clerk and recorded until the townhouse has received:

a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,

b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

Staff Analysis: This application is for preliminary plat.

Recommendation: This standard does not apply to the preliminary plat application.

E. Garage. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots, provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

Staff Analysis: Each unit has an attached garage, and the garages are tied to each unit.

Recommendation: This standard has been met.

F. General Applicability. All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.

Staff Analysis: All provisions of this chapter have been and all other ordinances and regulations shall be followed.

Recommendation: This standard shall be met.

RECOMMENDED CONDITIONS

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. This approval is given for the preliminary plat of Sublots 1 and 2, Lot 6. Warm Springs Subdivision #4, plans dated October 29, 2012 by Alpine Enterprises, Inc.;
3. The failure to obtain final plat approval by the Council of an approved preliminary plat within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
7. Each unit shall install its own stand-alone irrigation system confined to its subplot property lines prior to approval of the final plat.

Attachment A.

Application, submitted October 16, 2012, including:

- (1) Application
- (2) Warm Spring Subdivision No. 4, Original Plat
- (3) DRAFT Townhome Declaration of Covenants, Conditions and Restrictions for Sawtooth Residences Townhomes

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: SAWTOOTH RESIDENCE TOWNHOMES

OWNER OF RECORD: CLAY SAMMIS + SHANE FELKER clay@sawtoothdevelopment.co

ADDRESS OF OWNER: 302 WASHINGTON ST. # 150-1326, SAN DIEGO, CA 92103

REPRESENTATIVE OF OWNER: BRUCE SMITH, PLS, ALPINE ENTERPRISES INC.

CONTACT: Owner: ___ Representative: X Phone No.: 717-1988

Mailing Address: PO BOX 2037, KETCHUM

LEGAL DESCRIPTION: (attach if necessary): LOT 6, WACM SP65 SUBD. NO. 4

STREET ADDRESS: 128 BELMONT DR.

SUBDIVISION FEATURES: Number of Lots: 2 SUBLOTS

Number of Dwelling Units: 2

Total land area in acres or square feet: 11,062 SQ. FT., ± 0.25 ACRES

Current Zoning District: GR-L Proposed Zoning District: GR-L

Overlay District: Flood ___ Avalanche ___ Pedestrian ___ Mountain ___

Type: Condominium ___ Land ___ PUD ___ Townhouse X

Adjacent land in same ownership in acres or square feet: NONE

Easements to be dedicated on final plat: (describe briefly): PRIVATE EASEMENTS W/ CCPS

Proposed and existing exterior lighting: (described briefly): LOW WATT, DOWNCAST

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes <u>EXISTG</u>	No ___	Water Supply:	Ketchum Municipal	<u>X</u>
Curbs & Gutters	Yes ___	No <u>X</u>		Private Wells	___
Sidewalks	Yes ___	No <u>X</u>	Sewer System:	Public	<u>X</u>
Street Lights	Yes ___	No <u>X</u>		Septic	___
Street Signs	Yes ___	No <u>X</u>		Cesspool	___
Fire Hydrant(s)	Yes <u>EXISTG</u>	No ___	Power:	Underground	<u>X</u>
Extend Water Lines	Yes <u>X</u>	No ___		Overhead	___
Extend Sewer Lines	Yes <u>X</u>	No ___			

ATTACHMENTS TO COMPLETE APPLICATION:

Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations

Copy of current title report and owner's recorded deed to the subject property

Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay the reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I hereby certify that all information requested, as submitted, is prepared to the best of my ability and knowledge and I request that this application be processed for consideration as a subdivision.

Signature of Owner/Representative: BRUCE SMITH AUTHORIZATION LETTER Date: 15 OCT 12

Permittent to Resolution No. 08-122, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to: engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

received
OCT 15 2012

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

DATE: October 3, 2012

TO: City of Ketchum
Planning & Zoning Dept.
Ketchum, ID 83340

RE: Sawtooth Residence Townhomes

To Whom It May Concern:

We hereby authorize Bruce Smith, PLS, to act as our representative in the Application and Platting of
_____ Sawtooth Residence Townhomes.



Clay Sammis



Shane Felker

1173_AuthorizationLtr_Ketchum.docx

WARM SPRINGS SUBDIVISION NO. 4

IDAHO

KETCHUM

SEC. 11, T4N, R17E, B.M.

IDAHO

KETCHUM

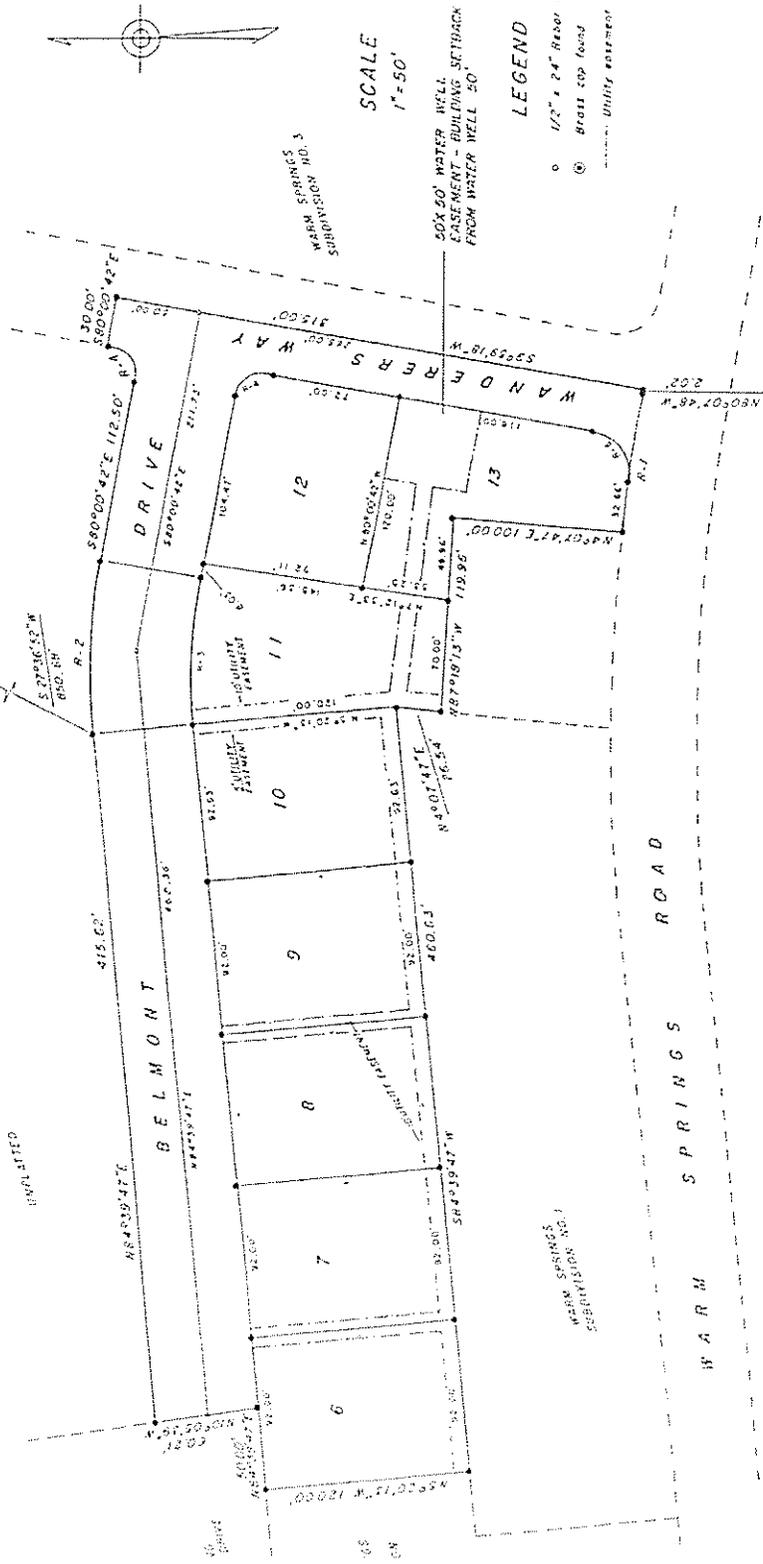
SEC. 11, T4N, R17E, B.M.



SCALE
1" = 50'

LEGEND

- 1/2" x 24" Rebar 18"
- ⊙ Gross top found
- Utility easement



CURVE DATA

CURVE	A	H	LC	Lc
R-1	49°11' 36"	1111.23'	85.70'	85.72'
R-2	15°19' 31"	3352.91'	103.58'	103.50'
R-3	15°19' 31"	3352.91'	89.58'	89.58'
R-4	80°00' 00"	20.00'	28.28'	31.42'
R-5	87°18' 50"	34.33'	36.37'	40.14'

PREPARED BY
PATERSON and PUGHNER
CONSULTING ENGINEERS
San Ysidro, Idaho

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DRAFT

KNEELAND, KORB, COLLIER & LEGG, PLLC
Post Office Box 249
Ketchum, ID 83340
KKCL File No. 8391

(Space above line for Recorder's Use)

**TOWNHOME DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAWTOOTH RESIDENCES TOWNHOMES**

THIS DECLARATION is made on the ____ day of _____, 2012 by Clayton Sammis, a married man as his sole and separate property, and Shane Felker, a married man as his sole and separate property, (collectively "Declarant").

RECITALS

- A. Declarant is the owner of certain real property described as Lot 6, Warm Springs Subdivision No. 4, Blaine County, Idaho ("Property"). Declarant has changed the legal character of the real property by replatting to townhome ownership.
- B. The Property is presently improved by two unattached townhome residential family dwellings thereon described as Sublot 1 and Sublot 2, Sawtooth Residences Townhomes, Blaine County, Idaho.
- C. Declarant intends that townhome subplot owners of Sawtooth Residences Townhomes shall be subject to this Declaration and shall be members of the management body created hereby.

DECLARATION

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT:

1. Declaration. This Declaration is hereby established upon Sawtooth Residences Townhomes in furtherance of a general plan for improvement and sale of townhome sublots within the Property for the purpose of enhancing and perfecting the value of each townhome unit therein, and for the benefit of each owner of a townhome unit in Sawtooth Residences Townhomes.

a) Townhome sublots within Sawtooth Residences Townhomes shall be held conveyed, encumbered, leased, occupied or otherwise used, improved or transferred in whole or in part, subject to this Declaration and any supplemental declaration. **DRAFT**

b) This Declaration and any supplemental declaration shall run with Sawtooth Residences Townhomes real property and all townhome sublots located therein, and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Sawtooth Residences Townhomes or any portion thereof.

2. Definitions.

a) Townhome Sublot. A "townhome sublot" means an estate in real property with a fee interest in a townhome sublot shown and described on the plat for Sawtooth Residences Townhomes.

b) Townhome Unit. A "townhome unit" means a building on a townhome sublot shown and described on the plat for Sawtooth Residences Townhomes.

3. Property Rights.

a) Utilities. All townhome sublot owners shall have mutual non-exclusive reciprocal easements for existing and future water, cable tv, sewage, telephone and electrical lines under and across their townhome units and townhome sublots for the repair, maintenance and replacement thereof subject to the restoration of the easement premises for any damage resulting from such repair or replacement.

b) Encroachments. If any portion of a townhome sublot or unit encroaches on the other townhome sublot or unit, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it so long as it remains.

4. Use Restrictions.

a) Residential Use. The townhome sublots are restricted to residential uses permitted by the Ketchum Zoning Ordinance as amended from time to time.

b) Maintenance. Each owner of a townhome sublot shall be responsible for maintaining their townhome sublot landscaping and all improvements thereon in a clean, sanitary, and attractive condition.

c) Offensive Conduct. No noxious or offensive activities shall be conducted within a townhome unit or townhome sublot. Nothing shall be done on or within the townhome units or townhome sublots that may be or may become an annoyance or nuisance to the residents of the townhome sublots, or that in any way interferes with the quiet enjoyment of the occupants of townhome units.

5. Parking Restrictions. No inoperative vehicle, unsightly vehicle, or any improperly parked or stored vehicle shall be located on a townhome subplot.

DRAFT

6. External Fixtures. No television or radio poles, antenna, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or unanimously approved by the subplot owners shall be constructed, erected or maintained on or within Sawtooth Residences Townhomes.

7. Trash. Trash, garbage or other waste shall be keep only in sanitary containers situated within the garage of the townhome unit. No owner shall permit or cause any trash or refuse to be keep on any portion of the Sawtooth Residences Townhomes other than receptacles customarily used for it, which shall be located in the garage of the townhome unit, except on the scheduled day for trash pickup.

8. Architectural Control.

a) Architectural Committee. The architectural committee shall be the subplot owners of Sawtooth Residences Townhomes as constituted from time to time. The architectural committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations that affect the exterior of Sawtooth Residences Townhomes conform and harmonize with the existing structures as to external design, materials, color and topography.

b) Approval. No improvements of any kind or of any nature shall ever be altered, constructed, erected or permitted, nor shall any excavating, clearing or landscaping be done on any townhome subplot within Sawtooth Residences Townhomes unless the same are approved by the architectural committee prior to the commencement of such work. The management body shall consider the materials to be used on the exterior features of said proposed improvements, including exterior colors and harmony of the exterior design with existing structures within Sawtooth Residences Townhomes.

9. Insurance. The townhome subplot owners shall provide and be responsible for their own townhome subplot casualty, liability and property damage insurance.

10. Amendment. This Declaration shall not be revoked nor shall any of its provisions herein be amended without the unanimous written consent of the townhome subplot owners, duly and properly recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.

DECLARANT:

Clayton Sammis

Shane Felker

Attachment B.
Reduced preliminary plat, dated October 29, 2012
(Full-sized plat is also available.)

Attachment C.
Comments

Rebecca Bundy

From: Pat Cooley
Sent: Monday, October 29, 2012 7:36 AM
To: Rebecca Bundy
Cc: Dave Rambo
Subject: RE: Sawtooth TH Sub PP Routing

Rebecca,

Two separate water services were brought into the property to serve and meter the sub lots individually. The sub lots must each have separate, independent irrigation system.

Thank you.

Pat

From: Rebecca Bundy
Sent: Friday, October 26, 2012 4:31 PM
To: Mike Elle; Cedric Knehans; Matt Wilcox; Pat Cooley; Brian Christiansen; Jeff C. Loomis (jloomis@galena-engineering.com)
Subject: Sawtooth TH Sub PP Routing

Application for townhouse-ownership subdivision attached. These are two, 2-story, detached units, each about 2700 sf. They received Design Review approval in June 2012. P&Z hearing will be either 11-13 or 11-16-12. Please let me know if you have comments or questions.

Rebecca F. Bundy

Associate Planner, City of Ketchum
480 East Avenue North
P.O. Box 2315
Ketchum, Idaho 83340
t: 208.727.5082 - direct
o: 208.726.7801
f: 208.726.7812
www.ketchumidaho.org

Rebecca Bundy

From: Brian Christiansen
Sent: Tuesday, October 30, 2012 9:12 AM
To: Rebecca Bundy
Subject: RE: Sawtooth TH Sub PP Routing

No comments

From: Rebecca Bundy
Sent: Friday, October 26, 2012 4:31 PM
To: Mike Elle; Cedric Knehans; Matt Wilcox; Pat Cooley; Brian Christiansen; Jeff C. Loomis (jloomis@galena-engineering.com)
Subject: Sawtooth TH Sub PP Routing

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Rebecca Bundy

From: Jeff C. Loomis <jloomis@galena-engineering.com>
Sent: Wednesday, October 31, 2012 1:26 PM
To: Rebecca Bundy; Mike Elle; Cedric Knehans; Matt Wilcox; Pat Cooley; Brian Christiansen
Subject: RE: Sawtooth TH Sub PP Routing

Rebecca –

The information provided doesn't appear to provide any additional design information from this project was previously routed for review back on 5/24/2012. Therefore, I have just copied my previous comments, which are very general, here again for you convenience.

Thank you,
JEFF

Comments previously sent on 5/28/2012.....

Rebecca –

Coordination with the Utilities Department regarding connections to the City's water and sewer systems for each unit is necessary.

The Street Department (and the City Engineer, if necessary) should review the proposed front yard/driveway grading with regards to public roadway (Belmont Drive) drainage.

Thank you,
JEFF LOOMIS, PE
Office: (208) 788-1705
Cell: (208) 720-9107

From: Rebecca Bundy [<mailto:RBundy@ketchumidaho.org>]
Sent: Friday, October 26, 2012 4:31 PM
To: Mike Elle; Cedric Knehans; Matt Wilcox; Pat Cooley; Brian Christiansen; Jeff C. Loomis (jloomis@galena-engineering.com)
Subject: Sawtooth TH Sub PP Routing

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Rebecca F. Bundy

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City of Ketchum, Idaho

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November 26, 2012
Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

FY 2013 Law Enforcement Services Contract with Blaine County

Introduction and History

2012 / 2013 Law Enforcement Services Contract with Blaine County for the sum of \$1,267,250 to provide law enforcements services to the City of Ketchum.

Current Report

Since the contract began in July of 2009 an additional **\$281,000+** is currently in the KPD trust. This doesn't include the purchase of 2 patrol cars, a new parking system for the City of Ketchum, and an updated evidence tracking system. All were purchased from the trust since 2010, totaling another \$86,000.

This would total approximately \$367,000 in additional savings from budgeted years since July of 2009

RECOMMENDATION: Staff respectfully recommends the Council approve the FY2013 Contract for Law Enforcement Services with Blaine County in the amount of \$1,267,250.

RECOMMENDED MOTION: *"I move to approve the FY2013 Contract for Law Enforcement services with Blaine County in the amount of \$1,267,250."*

Sincerely,


Steve Harkins
Ketchum Police Chief

JOINT POWERS AGREEMENT BETWEEN
BLAINE COUNTY AND THE CITY OF KETCHUM
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this _____ day of _____, 2012, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the "County") and the City of Ketchum, Idaho, (referred to herein as the "City" or "Ketchum").

WITNESSETH

WHEREAS, the Blaine County Sheriff's Office, (referred to herein as the "BCSO"), the County, and the City, each support the development of unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as "BCSO Law Enforcement Services").
 - 1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:
 - a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;
 - b. Proactive patrol to prevent and deter criminal activity;
 - c. Traffic patrol to enforce applicable traffic codes;
 - d. Investigation of crimes, infractions, and misdemeanors;
 - e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
 - f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
 - g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank Captain for BCSO), and nine (9) additional full-time law enforcement officers, and two (2) CSO officers, and Two (2) full-time administrative persons, working regular business hours (8:00 am. to 5:00 p.m. weekdays), and consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement officers will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement officers shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO employees assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO unit in case of emergency. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests, but only after a replacement officer or officers has been reassigned to Ketchum.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick

leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.

- d. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.
- e. All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.
- f. Certain vehicles operating in Ketchum under this Agreement shall have graphics with Ketchum identification. These vehicles shall be operated by the BCSO employees assigned to work primarily within the City of Ketchum. All signage, stationary, phone answering messages, and similar items shall identify the City as well as the BCSO. Any change in the graphic scheme of vehicles used for Ketchum law enforcement shall be approved by the Mayor.
- g. BCSO shall follow its officer response policy concerning the use of Ketchum assigned BCSO employees and Ketchum-owned equipment outside of the City.
- h. BCSO shall develop and implement a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO officers in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.
- i. In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).
- j. Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to rehire BCSO employees who were employed by Ketchum prior to this initial agreement along with other personnel assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees, and the absorption of associated vacation, sick leave, and comp time accruals will be facilitated in the same manner as addressed in this agreement but in reverse fashion (i.e. from the County to Ketchum).
- k. At a minimum, BCSO shall train all personnel assigned to the BCSO Ketchum Division to comply with State mandated training requirements.
- l. Personnel assigned to the BCSO Ketchum Division shall have the same opportunities for promotions as provided to all other BCSO employees and shall be considered for such positions as provided through BCSO's application process. In the event the Sheriff makes an appointment to the position of BCSO Ketchum Chief, he shall include in his considerations any member of the BCSO Ketchum Division who is trained and qualified for the position.

1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment,

software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).

- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.
- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: The BCSO will report monthly on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.

- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property ("Ketchum Property") which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property, which Inventory List of Ketchum Property shall remain an exhibit to this Agreement. Ketchum shall maintain insurance on Ketchum-owned property.
- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its officers to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO'S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(e) of this agreement. The City and representatives from the BCSO shall meet during the City's annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,267,250.00.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the total sum of \$1,267,250.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the date this Agreement is executed.
- d. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- e. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- f. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2012. The agreement period shall continue until September 30, 2013, and may, upon agreement of the parties, be renewed for additional one year periods using the County's budgeting cycle of October 1st to September 30th of the following year.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written

notice to the other party.

- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.
- c. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho
c/o City Clerk
P.O. Box 2315
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff
1650 Aviation Dr.
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners

206 First Avenue South, Suite 300,
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
 - Exhibit A: BCSO Staffing Chart
 - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: _____

Randy Hall, Mayor

Attest: _____
Ketchum City Clerk

Blaine County Sheriff's Office

By: _____
Gene D. Ramsey, Sheriff

Blaine County Board of County Commissioners

By: _____
Angenie McCleary, Chairman

By: _____
Jacob Greenberg, Commissioner

By: _____
Lawrence Schoen, Commissioner

Attest: _____
Blaine County Clerk

City of Ketchum, Idaho

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



November 26, 2012
Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

FY 2013 Animal Shelter Contract

Introduction/History

The Animal Shelter is willing to provide facilities and services for the care of safe housing of animals found in the City of Ketchum that are impounding by the Ketchum Police Department or taken to the shelter by citizens of Ketchum. The yearly fee for this contract is \$2000. This is to be paid in four quarterly payments from the Ketchum Police Department budget.

Current Report

This agreement is the same contract used for FY 2012 fiscal year. Chief Harkins recommends the approval of this contract.

RECOMMENDATION: Staff respectfully recommends the Council approve the FY2013 Animal Shelter Contract with Animal Shelter of the Wood River Valley in the amount of \$2,000.

RECOMMENDED MOTION: *"I move to approve the FY2013 Animal Shelter Contract with the Animal Shelter of the Wood River Valley in the amount of \$2,000."*

Sincerely,

A handwritten signature in black ink, appearing to read "S. Harkins", written over a horizontal line.

Steve Harkins
Ketchum Police Chief

CITY OF KETCHUM IDAHO
CONTRACT FOR SERVICES
ANIMAL SHELTER OF THE WOOD RIVER VALLEY

THIS AGREEMENT is in effect from October 1, 2012 to September 30, 2013, by and between the City of Ketchum, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and The Animal Shelter of the Wood River Valley, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "The Animal Shelter".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. The Animal Shelter is willing to provide facilities and services for the care and safe housing of animals found in the City of Ketchum that are impounded by the City animal control officer, city law enforcement, or taken to the shelter by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by the Animal Shelter. The flat fee shall reasonably reflect the level of service provided by the Animal Shelter, including but not limited to, the numbers and types of animals from the City of Ketchum, and may be adjusted annually during the City's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2013, and then renewed and will remain in effect for one year.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with the Animal Shelter submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: The Animal Shelter hereby agrees to receive, house and feed all animals found in the City and delivered to The Animal Shelter by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Ketchum The Animal Shelter must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of the Animal Shelter is 65 dogs and 65 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event the Animal Shelter shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the five (5) day impoundment period, excluding weekend and holidays, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten The Animal Shelter's ability to maintain a healthy animal population.

If within the five (5) day impound period, excluding weekend and holidays, The Animal Shelter determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at the Animal Shelter that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip

or a collar with identification tags, but no current license tag the Animal Shelter will check for current licensing and vaccination status within its database. If no current license is found the Animal Shelter will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: The Animal Shelter agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes the Shelter to collect impound fees for animals impounded or taken up pursuant to this Agreement. The Animal Shelter agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, The Animal Shelter shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by The Animal Shelter according to the terms of this contract, the City shall pay the Animal Shelter a total sum of \$2,000 for fiscal year 2013 to be paid in quarterly installments of \$500 a quarter. In addition, the City shall allow all revenues generated from The Animal Shelter's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with the Shelter. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.

8. QUARTERLY REPORTS: The Animal Shelter shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;

- b) Location of animal pickup. Any officer or citizen delivering an animal to The Animal Shelter shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Ketchum borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.

- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.

- i) The Animal Shelter shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.

- d) Veterinary and euthanasia statistics

9. INDEMNIFICATION: The Animal Shelter agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The Animal Shelter, its agents, subtenants, or employees in the operation of the Shelter and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless The Animal Shelter, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of The City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
10. THE ANIMAL SHELTER A PRIVATE FACILITY: The parties agree that The Animal Shelter is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by The Animal Shelter pursuant to this Agreement shall become the property of The Animal Shelter after five (5) days excluding weekend and holidays, at which time The Animal Shelter shall assume financial responsibility for the continued care and housing of the animals.
11. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
12. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

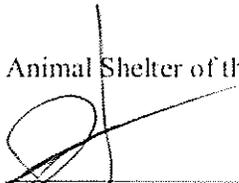
Executed and effective by the undersigned parties,

DATED THIS 1 DAY OF OCTOBER 2012.

Attest:

Animal Shelter of the Wood River Valley

City of Ketchum, Idaho


Executive Director Jo-Anne Dixon DVM

Mayor Randy Hall

City of Ketchum, Idaho

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



November 27, 2012

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**Red Sky Public Relations
Strategic Communications Services
Letter of Agreement**

Introduction/History

Early this year, the City of Ketchum launched its new website. More communication capabilities became available via notifications through the website's "Newsflash" and automatic transfer of that information to Facebook and Twitter. Individuals can also sign up to receive automatic notifications via text or email when calendar items, meeting agendas, packets and minutes, emergency alerts, etc. are posted. We have relied on public meetings, press releases introducing the new website and return visitors to the website, to inform the public that these communication tools are available. Today, there are the following numbers of subscribers:

Calendar Postings	45 Subscribers
City Council Meeting Information	47 Subscribers
P & Z Meeting Information	47 Subscribers
Special Events	56 Subscribers
Emergency Alerts	95 Subscribers
Severe Weather Alerts	85 Subscribers

At the City Council retreat in October of 2012, a high priority was placed on external communications. Lisa Enourato and Lisa Horowitz met with Red Sky Public Relations to discuss the development of a communications strategy with the following goals:

- Encourage public engagement
- Improve the distribution of information
- Provide valuable and relevant information
- Showcase and highlight city initiatives
- Build a following of local residents and business owners, second homeowners and "Boomerangs" (those who have ties to Ketchum but have moved away)

Current Report

Red Sky will be making a presentation to the City Council at their regular meeting on December 3, 2012 outlining a proposal for a strategic communications plan for the City of Ketchum.

The Red Sky plan will create guiding principles and standards, and an editorial calendar for all upcoming City activities that should be communicated to the public. The communications plan is to deliver against a mission, vision and strategy, review all communication activities on a regular basis and evaluate what is working, why and what else we can be doing. Some other highlights are:

- Leverage the power of social media channels.
- Make the website a better resource to increase visitors and encourage community to engage and support city efforts.
- Correct inconsistencies in branding, lack of regularity, multiple social media pages creating confusion

Financial Requirement/Impact

The Red Sky proposal is a monthly retainer (\$3,000 per month), which may be terminated "with 30 days notice for any or no reason". (Attachment 1: Red Sky Public Relations Letter of Agreement - approved by legal counsel) The retainer includes:

- Strategic direction and development of documents and tools
- Tactical support (message development, writing, posting/moderating)
- Add/enhance/alter the level of support and deliverables
- Strategic Communications Plan, Editorial Calendar, Consideration Map, Style Guide
- Ongoing 24/7 counsel and support
- Prioritize and report weekly for upcoming activities and work

Individual services provided by Red Sky, and included in the monthly retainer, can be eliminated when they are no longer needed as the plan becomes established.

Recommendation

Staff respectfully recommends the City Council approve the Letter of Agreement with Red Sky Public Relations for strategic communication services in an amount not to exceed \$3,000 per month.

Suggested Motion

I move to authorize the Mayor to sign the Letter of Agreement dated November 16, 2012 with Red Sky Public Relations for strategic communication services in an amount not to exceed \$3,000 per month.

Sincerely,



Lisa Endurato
Special Projects Manager



Letter of Agreement / City of Ketchum

November 16, 2012

Parties: This is a letter of agreement for strategic communications services provided to the CITY OF KETCHUM by Red Sky Public Relations, Inc.

Scope: Red Sky Public Relations, Inc. will provide strategic communications consultation and services as communicated by the CITY OF KETCHUM.

Term: The term of this arrangement is effective as of December 1, 2012 with an end date of February 28, 2013. Both parties may negotiate additional work and terms at any time.

Payment: Red Sky Public Relations, Inc.'s budget for services will not exceed a retainer budget of \$3,000 per month for strategic communications services. The CITY OF KETCHUM will be billed monthly in arrears against standardized billing rates. Current billing rates are listed below:

Principal: \$175/hour
Practice Group Leader: \$150/hour
Senior Account Executive: \$150/hour
Account Executive: \$125/hour
Account Coordinator: \$85/hour
Administrative: \$50/hour

This approach is cost-effective for clients, as activities will be task organized and carried out by the most appropriate billing level person. Principals will be intimately involved in the business, and available to clients at any time, for any reason. From time to time, Red Sky may perform rate adjustments. Red Sky will provide you at least thirty days advance notice of any rate adjustment.

Out-of-pocket expenses will be billed separately at cost, plus the standard agency markup of 10 percent of the cost of such out-of-pocket expenses. The mark-up covers the coordination of such production expenses as printing, artwork and design, and photography and prints. Expenses such as telephone, delivery, postage, and previously approved staff expenses for transportation, hotels, and meals will be billed at cost. In the event Red Sky personnel are required to travel on the CITY OF KETCHUM's behalf, regular billing rates will apply to the travel time.

Red Sky will not incur out-of-pocket expenses exceeding \$200 on behalf of the CITY OF KETCHUM without prior client authorization. In providing services to the CITY OF KETCHUM, Red Sky acts solely as an agent. The CITY OF KETCHUM accepts responsibility for payment of all expenses incurred, even though some of those expenses may be, for client convenience, billed via Red Sky.

The CITY OF KETCHUM shall pay all invoices within 30 days of receipt of proper invoice. After 30 days, an additional 15% late fee will be added to the balance due.



Letter of Agreement / City of Ketchum

November 16, 2012

Confidentiality: Except as contemplated by this Letter of Agreement or any other agreement(s) with the CITY OF KETCHUM, Red Sky Public Relations, Inc. and its subcontractors agree to hold in confidence all confidential and proprietary information about the CITY OF KETCHUM obtained in writing and meetings, on conference calls, in email, or otherwise. In addition, to the extent allowed by the Idaho Public Records Act, the CITY OF KETCHUM agrees to hold in confidence all confidential and proprietary information received from Red Sky Public Relations, Inc. and any information about Red Sky Public Relations, Inc. obtained in writing and meetings, on conference calls, in email, or otherwise. In the event that the CITY OF KETCHUM contracts with another agency for similar services, all proprietary deliverables and services are to remain confidential and are non-transferrable.

Indemnification: The CITY OF KETCHUM shall defend, indemnify, and hold harmless Red Sky Public Relations, Inc., and its employees, agents, officers, directors, shareholders, and affiliates from and against any and all claims, demands, causes of action, or liability for damages, loss, or injuries, including without limitation reasonable attorneys' fees, that arise out of any act or omission of the CITY OF KETCHUM. Red Sky Public Relations, Inc. shall defend, indemnify, and hold harmless the City of Ketchum, and its employees, agents, officers, directors, and affiliates from and against any and all claims, demands, causes of action, or liability for damages, loss, or injuries, including without limitation reasonable attorneys' fees, that arise out of any act or omission of Red Sky Public Relations, Inc.

Termination: Either party may terminate this relationship with 30 days notice for any or no reason.

Interpretation: Idaho law, without regard to any rules regarding choice of law, governs this Letter of Agreement, and any dispute arising from or relating to this Letter of Agreement must be brought in Ada County, Idaho.

By signing this letter on my organization's behalf, I affirm that I have the authority to enter into such an agreement on behalf of the CITY OF KETCHUM and that we will deliver timely, truthful and factual information in order to carry out the campaign.

We look forward to working together.

Signed:

Randy Hall, Mayor
City of Ketchum

Jessica Flynn, CEO
Red Sky Public Relations, Inc.

Dated:

City of Ketchum, Idaho

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



November 27, 2012

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Consideration of Anti-Discrimination Ordinance for the City of Ketchum

INTRODUCTION: Under current law anyone can be fired, denied housing or public accommodation solely because of his or her sexual orientation or gender identity/expression. While state and federal laws prohibit discrimination in the areas of employment, public accommodation, and housing on the basis of race, color, age, sex, national origin, and/or disability, there are no such protections against discrimination on the basis of sexual orientation or gender identity/expression. Following in the wake of numerous cities in twenty-one states¹, several cities in Idaho are either considering or have adopted an anti-discrimination ordinance. The attached Anti-Discrimination Ordinance would protect all people in Ketchum against discrimination based on those qualities.² The ordinance would not create quotas, special treatment or special protections for one group.

Meant to bolster state / federal law; not to supplant it, the ordinance should not be construed as supporting or advocating any particular doctrine, position, point of view, or religious view. To the contrary, it is the intention of this ordinance that all persons are treated

¹ More than 125 cities and counties and 21 states, including Washington, have laws prohibiting discrimination in employment, housing and public accommodations based on sexual orientation. Sixteen of those states, including Washington, also ban discrimination based on gender identity.

In 2008, the Boise State University public policy survey queried Idahoans about whether they thought it should be illegal to fire someone because they are, or are perceived to be, gay or lesbian. Sixty-three percent said yes.

Following a public hearing on November 13, 2012, the Boise City Council will consider the adoption of Ordinance No. O-36-12 on December 4; interestingly at the Statehouse. Boise's proposed ordinance follows in the wake of the City of Sandpoint's antidiscrimination ordinance.

The City of Sandpoint based their ordinance on the cities of Berwyn, IL, Charleston, SC, City of Chicago, IL, Denver, CO, Fort Worth, Texas, Havorford Township, PA, Indianapolis, IN, Kalamazoo, MI, Logan, UT, Tennessee Equality Project, West Valley City, Utah, York, PA. See also *City of Atlanta v. McKinney*, 454 SE2d 517; Antidiscrimination Law Treatise http://www.law.gmu.edu/assets/files/publications/working_papers/00-39.pdf and <http://www.lambdalegal.org/>.

² As required by federal and state law, the ordinance would not apply to religious organizations, certain private associations whose expressive associations would be burdened by the ordinance (such as the Boy Scouts), government agencies with offices within the City and some specific housing situations.

fairly and equally in the City of Ketchum. Emulating the policies articulated in cities such as Sandpoint and Boise, the ordinance was designed with four main priorities:

1. Education – allow the parties to recognize that they may have a problem and encourage change;
2. Mediation – get the parties to compromise and resolve any problems;
3. Citation – investigate and issue a citation for violation of the ordinance;
4. Prosecution – City Attorney is the last gatekeeper/negotiator before it goes to court.

The emphasis of the ordinance is primarily on mediation and education; i.e. to foster an environment where employers, landlords, and business owners can modify their policies and procedures for the better good; not to prosecute local business people. Thus, the Ordinance has a very important mediation component which may serve to keep a criminal charge from being filed. If mediation is unsuccessful, violations would be prosecuted as misdemeanors, though prosecutors would have the option to reduce the charge to an infraction if the defendant takes remedial measures, trains employees or otherwise conforms his/her conduct.

The City of Ketchum may wish to provide a forum (a committee) wherein the City hosts a potential settlement opportunity for resolution of such claims short of turning to the courts. This is not required. However, the city's ordinance does not and may not supplant an individual's private, civil cause of action against an employer for discrimination. Basically, the proposed ordinance mirrors approximately twenty-five (25) similar ordinances wherein the cities desired to take a positive political stance on discrimination while not running afoul of state and federal legislation. While these ordinances have not been tested in the Courts in Idaho as yet, the ordinance has been carefully drafted.

FISCAL IMPACT/BUDGET IMPLICATIONS: The resources required to enforce this ordinance will largely depend upon how many complaints are made to the Police Department. The complaints will be received and investigated by the Police Department and the administrative process as well as possible prosecution by the Ketchum City Prosecutor. The ancillary costs will be the time and effort in administering the mediation / hearing process. It is anticipated that current staffing will be sufficient to properly administer and enforce the ordinance.

ATTACHMENTS: Proposed Ordinance

RECOMMENDATION: Approval

SUGGESTED MOTION: "Pursuant to Idaho Code §50-902, I move for the first reading of Ordinance Number 1102, amending Title 9, Ketchum Municipal Code by addition a new chapter, 9.24 entitled Discrimination Prohibited, and scheduling of a second reading for January 7, 2013."

Sincerely,

Paul J. Fitzer
Ketchum City Attorney

ORDINANCE NO. 1102

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ENACTING A NEW SECTION TO THE KETCHUM MUNICIPAL CODE TITLE 9.24, TO PROHIBIT DISCRIMINATORY ACTS IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMMODATIONS BASED UPON SEXUAL ORIENTATION AND GENDER IDENTITY/EXPRESSION; ESTABLISHING A PURPOSE AND POLICY DECLARATION; ESTABLISHING DEFINITIONS; ENUMERATING PROHIBITED DISCRIMINATORY ACTS; PROVIDING EXCEPTIONS; ESTABLISHING A HUMAN RIGHTS BOARD; PROVIDING DUE PROCESS INCLUDING MEDIATION, INVESTIGATION, AND HEARING; PROVIDING A PENALTY PROVISION; CLARIFYING THAT THIS ORDINANCE DOES NOT CREATE A PRIVATE RIGHT OF ACTION; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the policy and intent of the City of Ketchum that no person be denied equal protection of the laws; nor shall any person be discriminated against because of his or her sexual orientation or gender identity/expression; and

WHEREAS, state and federal laws prohibit discrimination in the areas of employment, public accommodation, and housing on the basis of race, color, age, sex, national origin, and/or disability, but there are no such protections against discrimination on the basis of sexual orientation or gender identity/expression; and

WHEREAS, nothing contained herein should be construed as supporting or advocating any particular doctrine, position, point of view, or religious view. To the contrary, it is the intention of this ordinance that all persons are treated fairly and equally in the City of Ketchum.

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

Section 1: That Title 9.24, Ketchum City Code, entitled "DISCRIMINATION PROHIBITED" be and hereby is enacted as follows:

9.24.010: PURPOSE AND DECLARATION OF POLICY

- A. In order to ensure that all persons, regardless of sexual orientation, gender identity/expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations, the City of Ketchum has determined that discrimination on the basis of sexual orientation and gender identity/expression must be addressed, and appropriate legislation be enacted.
- B. It is hereby declared that every individual in the City of Ketchum has the right to work and earn wages through gainful employment, has the right to seek housing, and has the right to enjoy public accommodation and hospitality.
- C. It is hereby declared to be the public policy of the city of Ketchum to foster the employment of all individuals in accordance with their abilities. Every individual has the right to work and earn wages through gainful employment. Discriminatory employment practices are detrimental because they impede the social and economic progress of a city by preventing all of the city's citizens from contributing to the cultural, spiritual, social, and commercial life of the community. The contributions of all the citizens of the City of Ketchum are essential to the City's growth, vitality, and prosperity.
- D. It is the intention of this section that all persons be treated fairly and equally, and it is the express intent of this section to guarantee fair and equal treatment under the law to all people of the city of Ketchum. The

denial of fair and equal treatment under the law due to sexual orientation or gender identity/expression is detrimental to the health, safety, and welfare of the city's citizens, and damages a city's economic well-being.

- D. This section shall be deemed an exercise of the police power of the city of Ketchum for the protection of the public welfare, prosperity, health and peace of the city of Ketchum, its residents and the community.
- E. The prohibitions against discriminatory acts as provided for in this section are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. For complaints alleging discrimination on a basis proscribed under state or federal law (e.g., race, color, religious creed, ancestry, age, sex, national origin, and/or disability) the complainant is advised of their right to file their complaint alleging a violation of Idaho Code section 18-7301 et. seq., and/or his or her right to file a complaint with the Idaho Commission on Human Rights and/or the Federal Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964 as amended, the Fair Housing Act of 1968 as amended, or the Americans with Disabilities Act of 1990 as amended.
- F. No power or duty granted hereunder to the human relations review board is intended to exceed nor shall it be construed as exceeding those powers and duties granted to the Idaho commission on human rights, Idaho Code 67-5901 et seq.

9.24.020: DEFINITIONS

- A. ANY PERSON: Shall be construed to include the city and any owner/employer, lessee, proprietor, manager, agent, employee, whether one or more natural persons, partnerships, associations, organizations, corporations, companies, cooperatives (including its officers and/or board of directors), boards and commissions, engaged in or exercising control over the operation of any business, place of public resort, accommodation, assemblage or amusement in the city of Ketchum.
- B. "DENY" is hereby defined to include any act which directly or indirectly, by any person or his agent or employee, that results or is intended or calculated to result in whole or in part in any discrimination, distinction, restriction, or unequal treatment. It also includes, but is not limited to, the requiring of a person to pay a larger sum than the uniform rates charged other persons, or the refusing or withholding from persons the admission, patronage, custom, presence, frequenting, dwelling, staying, or lodging in any place of public resort, accommodation, assemblage, or amusement except for conditions and limitations established by law and applicable alike to all persons, regardless of sexual orientation, gender identity/expression.
- C. "DISCRIMINATION" is any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person because of a person's actual or perceived sexual orientation or gender identity or because of a person's association with any such person. Discrimination shall not be interpreted to require or to grant or accord any preferential treatment to any person because of that person's sexual orientation or gender identity/expression.
- C. "FULL ENJOYMENT OF" shall be construed to include, but not be limited to, the right to use or purchase real property, any service, commodity or article of personal property offered or sold on, or by, any establishment to the public, and the admission of any person to accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage or amusement, without acts directly or indirectly causing persons of any particular sexual orientation, gender identity/expression to be treated as not welcome or accepted.
- D. "GENDER EXPRESSION/IDENTITY" means a gender related identity, appearance, expression or behavior of an individual regardless of a person's assigned sex at birth.
- E. "HOUSING ACCOMMODATION" is a building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.

- F. "HUMAN RELATIONS REVIEW BOARD" shall be a quasi-judicial group consisting of three (3) or more persons appointed by the mayor to process complaints and determine if prohibited discriminatory acts have occurred in the city of Ketchum.
- G. "PLACE OF PUBLIC RESORT, ACCOMMODATION, ASSEMBLAGE OR AMUSEMENT" includes, but is not limited to any public place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy or use of any property or facilities, whether conducted for the entertainment, housing or lodging of transient guests, or for the benefit, use or accommodation of those seeking health, recreation or rest, or for the sale of goods and merchandise, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation or public purposes, or public halls, public elevators and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or any educational institution wholly or partially supported by public funds, or schools of special instruction, or nursery schools, or day care centers or children's camps; nothing herein contained shall be construed to include, or apply to, any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, provided that where public use is permitted that use shall be covered by this section; nor shall anything herein contained apply to any educational facility operated or maintained by a bona fide religious or sectarian institution.
- H. SEXUAL ORIENTATION: Actual or perceived homosexuality, heterosexuality and/or bisexuality.

9.24.030: PROHIBITED DISCRIMINATORY ACTS

The following acts are prohibited and constitute a misdemeanor punishable in accordance with Idaho Code 18-113:

- A. To deny to any other person because of sexual orientation and/or gender identity/expression the right to work: (a) by failing or refusing to hire, (b) by discharging, (c) by barring from employment, (d) by discriminating against such person in compensation or in other terms or conditions of employment, or (e) otherwise discriminating against an individual with respect to employment.
- B. To deny to or to discriminate against any person because of sexual orientation and/or gender identity/expression the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage, or amusement.
- C. To deny to or discriminate against any other person because of sexual orientation and/or gender identity/expression in the sale, purchase, lease or rental of any housing accommodation, or to otherwise discriminate in the terms and conditions, maintenance, improvement or repair of any housing accommodation.
- D. To discriminate against, harass, threaten, harm, damage, or otherwise penalize another person for opposing an unlawful practice, for filing a complaint, for assisting, or participating in any manner in the investigation, or in mediation under this section.
- E. Aiding, abetting, inciting, compelling or coercing the doing of any act declared by this section to be an unlawful practice, or obstructing or preventing any person from complying with the provisions of this section

9.24.040: EXCEPTIONS

- A. Notwithstanding any other provision herein, nothing in this section is intended to alter or abridge other rights, protection, or privileges secured under state or federal law. This section shall be construed and applied in a manner consistent with first amendment jurisprudence regarding the freedom of speech and exercise of religion.
- B. This chapter does not apply to:
 - 1. Religious corporations, associations, educational institutions, or societies.
 - 2. An expressive association whose employment of a person protected by this chapter would significantly burden the association's rights of expressive association under *Boy Scouts of America v. Dale*, 530 U.S. 640 (2000).
 - 3. The United States government, any of its departments or agencies, or any corporation wholly owned by it; or the state of Idaho or any of its departments, agencies, or political subdivisions, except the City of Ketchum.
- C. This ordinance shall not apply: (a) to the rental of a housing accommodation in a building which contains housing accommodations for not more than two (2) families living independently of each other, if the lessor or a member of his family resides in one (1) of the housing accommodations, or (b) to the rental of a room or rooms in a single family residential housing accommodation by an individual if he or a member of his family resides therein.

9.24.050: ESTABLISHMENT OF HUMAN RELATIONS REVIEW BOARD

- A. Pursuant to Idaho Code section 50-210, there is hereby established a human relations review board in and for the city of Ketchum (hereinafter referred to as the "Ketchum human relations review board" or the "review board").
- B. The review board shall consist of a quorum of three (3) or more members. All members of the review board shall be appointed by the mayor of the city of Ketchum and confirmed by the city council. Members shall be residents of the city. No member of the review board shall hold any office in any political party.
- C. Members of the review board shall serve without salary but may be paid expenses incurred in the performance of their duties, as approved by city council.
- D. One of the review board's members shall be appointed by the members thereof as chairperson. The chairperson will be responsible for setting review board meetings, coordinating with the mayor and city clerk regarding received complaints and answers, and generally ensuring that the duties of the review board are fulfilled.
- E. The review board shall have jurisdiction over prohibited discriminatory acts committed within the city of Ketchum as it relates to sexual orientation, gender identity/expression.
- F. The review board shall be empowered to promulgate such additional procedures as it determines necessary to implement the intent of this section.
- G. The Ketchum city council hereby grants to the review board, with respect to prohibited discriminatory acts as defined herein, all of the powers necessary to the execution of its duties as set forth herein, provided that those powers shall not exceed those exercised by the Idaho commission on human rights now or as may be granted in the future by the Idaho legislature.

9.24.060: PROCEDURES

A. Filing A Complaint:

1. Person(s) claiming to be aggrieved by a prohibited discriminatory act may make, sign, and file a verified complaint alleging violations of this section, which shall include the following information:
 - a. The name and address of the aggrieved person(s);
 - b. The name and address of the person(s) alleged to have committed the prohibited practice;
 - c. A concise statement of the facts, including pertinent dates, constituting the alleged discriminatory act;
 - d. If applicable, the address and a description of any property which is involved; and
 - e. Such other information as may be required by the review board.
2. Complaints may be filed in person or by mail at the city clerk's office. All complaints must be received by the city clerk's office within ninety (90) days of the alleged discrimination, or the complaint will not be considered timely.
3. The city clerk shall convey each original complaint received by the city to the chairperson of the Ketchum human relations review board within ten (10) days of the receipt of such complaint.

B. Notification And Answer:

1. Within thirty (30) days of its receipt of a complaint, the Ketchum human relations review board shall determine if it has jurisdiction hereunder to hear the complaint. If the review board determines that it does not have such jurisdiction, it shall dismiss the complaint and notify the aggrieved party. If the review board determines it has jurisdiction to hear the complaint, it shall proceed as follows:
 - a. Send a copy of the complaint to the person(s) charged with a prohibited discriminatory act (the "respondent"); and
 - b. Send a notice to the person(s) aggrieved (the "complainant"), informing them that the complaint has been received.
2. The respondent must file, with the city clerk, a written verified answer to the complaint within thirty (30) days of respondent's receipt of the complaint from the city. The answer shall be conveyed by the city clerk to the chairperson of the review board within ten (10) days. The review board shall within five (5) days send a copy of the answer to the complainant.

9.24.070: MEDIATION

- A. After the answer has been received, the review board shall, within fifteen (15) days, invite the parties to voluntarily participate in mediation of their dispute. The parties must respond within fifteen (15) days of being invited to mediate. The parties must accept or reject the invitation to mediation.
- B. If accepted by parties, mediation shall be conducted in accordance with procedures promulgated by the review board. Parties may jointly select a mediator. If parties cannot agree, a mediator shall be selected pursuant to procedures promulgated by the review board. The parties shall be jointly responsible for all financial costs and expenses associated with mediation.
- C. The parties shall notify the review board as to whether the mediation successfully resolved the complaint. Mediation proceedings shall otherwise be confidential. Neither the results thereof, nor any record made in connection therewith, shall be made public unless agreed to in writing by both parties.
- D. If the mediation has successfully resolved the complaint, the review board shall promptly notify the parties that it has dismissed the complaint.

9.24.080: INVESTIGATION AND DETERMINATION:

If mediation is not desired or was not successful in resolving the complaint, the review board shall not dismiss the complaint but shall instead undertake the following procedures:

- A. Investigation: The review board shall, in a timely fashion, investigate the allegations of a prohibited discriminatory act set forth in the complaint in coordination with a local law enforcement agency. The city may, in the conduct of such investigation and upon request of the investigator, issue subpoenas to any person charged with a prohibited discriminatory act, commanding such person to furnish information, records or other documents, as necessary to assist in the review board's investigation.
- B. Determination:
 - 1. Finding Of No Cause: If it is determined after the review board's investigation that there is no basis for the allegations of the complaint, the review board shall issue and serve upon the parties written notice of such determination and dismissal of the complaint.
 - 2. Finding Of Cause: If it is determined after the review board's investigation that the respondent has engaged in or is engaging in any unlawful discriminatory act, as defined in this section, the review board shall state its findings of fact, and will refer the matter to the city attorney to pursue civil, equitable or criminal remedies.

9.24.090: PENALTY:

- A. A violation of this section shall constitute a misdemeanor, punishable as provided in Idaho Code section 18-113.
- B. A prosecutor may reduce the violation to an infraction, payable by a \$100 fine, if the defendant engages in corrective actions, which may include, but are not limited to the following: sensitivity training for the defendant and/or the defendant's employees; the defendant's agreement to adopt and pursue a policy of nondiscrimination in its practices; and the defendant's agreement to not engage in discriminatory practices in the future. The charge shall be filed as a misdemeanor violation and may only be reduced upon motion of the prosecutor. There shall be no right to a trial by jury for an infraction citation or complaint.
- C. A complaint filed under the provisions of this Chapter must be filed within 180 days of the alleged discriminatory conduct.
- D. Any person who falsely reports a violation of this chapter may be charged with the crime of providing false information (I.C. § 18-5413) or other applicable criminal action.

9.24.100: PRIVATE RIGHT OF ACTION:

There is no private right of action that is created by this section or money damages available to any person based on this section.

9.24.110: SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof, or the application thereof to any particular circumstance shall ever be held 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.

Section 2. Nothing in this Ordinance shall be construed to affect any suit or proceedings in any Court, any rights acquired or liability incurred, and permit issued, or any cause or causes of action existing under the General Ordinances of the City of Ketchum or the State of Idaho.

Section 3. SUMMARY. That a summary of this Ordinance, attached hereto as Exhibit A, is approved as to both form and content.

Section 4. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this ___ day of _____, 2013.

APPROVED:

Randy Hall, Mayor

ATTEST:

SANDRA E. CADY, City Clerk

SUMMARY OF ORDINANCE NO. 1102

PUBLIC NOTICE IS HEREBY GIVEN that the City of Ketchum, Idaho, adopted at its regular meeting of _____, 2012, that Ordinance No. 1102 entitled:

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ENACTING A NEW SECTION TO THE KETCHUM MUNICIPAL CODE TITLE 9.24, TO PROHIBIT DISCRIMINATORY ACTS IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMMODATIONS BASED UPON SEXUAL ORIENTATION AND GENDER IDENTITY/EXPRESSION; ESTABLISHING A PURPOSE AND POLICY DECLARATION; ESTABLISHING DEFINITIONS; ENUMERATING PROHIBITED DISCRIMINATORY ACTS; PROVIDING EXCEPTIONS; ESTABLISHING A HUMAN RIGHTS BOARD; PROVIDING DUE PROCESS INCLUDING MEDIATION, INVESTIGATION, AND HEARING; PROVIDING A PENALTY PROVISION; CLARIFYING THAT THIS ORDINANCE DOES NOT CREATE A PRIVATE RIGHT OF ACTION; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

This ordinance enacts a new city code provision prohibiting discrimination in the areas of employment, public accommodation, and housing on the basis of sexual orientation or gender identity/expression. It is the policy and intent of the City of Ketchum that all persons are treated fairly and equally in the City of Ketchum; that no person be denied equal protection of the laws or discriminated against because of his or her sexual orientation or gender identity/expression. The ordinance prohibits certain discriminatory acts including the refusal to hire or to fire an employee on the basis of sexual orientation and/or gender identity/expression, deny equal compensation, deny the full enjoyment of accommodations, deny the equal right to purchase, lease, or rent housing accommodations, deny, discriminate, harass, retaliate, or otherwise penalize another person on the basis of or pertaining to sexual orientation. The ordinance provides certain exceptions pursuant to federal law. The ordinance establishes procedures for a human relations review board to administer the ordinance and provide for an informal dispute resolution including mediation. However, the ordinance does provide for criminal penalties including a general misdemeanor. The ordinance clarifies that no private right of action is created by the ordinance. The ordinance provides a savings and severability clause.

The effective date of Ordinance No. 1102 is the date of its passage, approval and publication. A copy of the full text of the Ordinance is available at the Office of the City Clerk, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340, and will be provided to any citizen upon personal request during normal office hours pursuant to Idaho Code §50-901A(4).

DATED this _____ day of _____ 201__.

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
Clerk/Treasurer

STATEMENT OF LEGAL ADVISOR

I, the undersigned attorney at law, duly licensed in the State of Idaho and serving as City Attorney to the City of Ketchum, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 1102 of the City of Ketchum and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this ____ day of _____, 201__.

Ketchum City Attorney

Stephanie Bonney,

Publish: Idaho Mountain Express

Date: _____

City of Ketchum, Idaho

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



November 27, 2012

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Consideration of Ordinance No. 1103, Amending Ketchum Municipal Code, Title 15, Buildings and Construction, Section 15.16, Demolition of Structures Deleting reference in 15.16.030B and 15.16.040B requiring a building permit to demolish a building.

Staff Report

As presently drafted, Title 15, Chapter 15.16.030 and 15.16.040 governing the permit process for the demolition of an existing structure requires a building permit prior to demolishing a structure and the associated issuance of a demolition permit. It is staff's opinion that this requirement does not apply to all requests for demolitions as in the case where no new construction is contemplated. Provided the applicant procures a validly issued demolition permit which requires the submission of a complete application package including a security agreement / letter of credit ensuring the demolition is performed properly and demolition debris removed, it should not be necessary to additionally obtain a building permit. Adopted by the City, the International Building Code does not require a building permit purely for the demolition of a structure. The Building Division does, however, review and issue Demolition Permits. Removing the building permit requirement, however, does not relieve an applicant from obtaining a building permit for any subsequent or contemporaneous commencement of construction of additional improvements to the property that would otherwise require a building permit.

Attachments

- Attachment A – Ordinance Number 1103.

Recommendation

I respectfully recommend the City Council to conduct the first reading of Ordinance Number 1103 and continue the ordinance to January 7, 2013 for a second reading. Amending Title 15, Buildings and Construction does not require a public hearing (as opposed to Title 16 or 17).

Suggested Motion

"Pursuant to Idaho Code §50-902, I move for the first reading of Ordinance Number 1103, amending Ketchum Municipal Code, Title 15, Buildings and Construction, Section 15.16, Demolition of Structures Deleting reference in 15.16.030B and 15.16.040B requiring a building permit to demolish a building, and scheduling of a second reading for January 7, 2013."

Sincerely,

A handwritten signature in cursive script, appearing to read "P. Fitzer".

Paul Fitzer
City Attorney

ORDINANCE NUMBER 1103

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING TITLE 15, BUILDINGS AND CONSTRUCTION, CHAPTER 15.16, DEMOLITION OF STRUCTURES; DELETING REFERENCE IN 15.16.030B AND 15.16.040B TO REQUIRE A BUILDING PERMIT TO DEMOLISH A BUILDING; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A CODIFICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Ketchum has adopted the International Building Code; and

WHEREAS, pursuant to Idaho Code 39-4116, the City is empowered to adopt additional standards and/or revisions to the International Building Code to reflect local concerns; and

WHEREAS, the International Building Code does not require a building permit in order to demolish a building; and

WHEREAS, the Mayor and City Council of the City of Ketchum deem it to be in the public interest to amend its ordinance regulating the permit process required to demolish buildings.

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

Section 1: That Title 15, Chapter 15.16.030 B, Ketchum City Code be, and hereby is, amended as follows:

B. Permit Processing Procedure:

1. The building official or his/her designee shall route one copy of the application package to the building official or his/her designee and one copy of the application package to the planning director or his/her designee.

2. The building official shall review and approve the application only if the following conditions are met: (1) A complete demolition permit application with all required supporting materials has been submitted to the building department; (2) A security agreement has been entered into between the owner of the property and the city of Ketchum, and a letter of credit or savings account in the amount of one hundred fifty percent (150%) of the estimated cost of demolition and site restoration improvements has been established. The security agreement will be released when the following conditions have been met:

a. Demolition debris has been removed from the site; and

b. Site is restored.

~~b. Completion of the approved site improvements or construction commences under a valid building permit.~~

Section 2: That Title 15, Chapter 15.040 B, Ketchum City Code be, and hereby is, amended as follows:

B. Permit Processing Procedure:

1. The building official or his/her designee shall route one copy of the application package to the building official or his/her designee and one copy of the application package to the planning director or his/her designee.

2. Within seven (7) calendar days of the planning director or his/her designee certifying that the application file is complete, the planning director or his/her designee shall, at the applicant's expense, publish a notice of intent to demolish a historic building in the official newspaper of the city of Ketchum; post the notice on the website; post on the subject property a notice of intent to demolish a historic building; mail notice of intent to demolish a historic building to property owners within three hundred feet (300') of the subject property, the Ketchum/Sun Valley Historical Society, and the Ketchum historic preservation commission. The property and the city website shall be posted, and the notice mailed on the publication date of the notice in the official newspaper of the city of Ketchum.

3. The sixty (60) day demolition waiting period shall begin the day following the publication of notice of intent to demolish a historic building. The waiting period shall end at five o'clock (5:00) P.M. on the sixtieth day. The building official or his/her designee and the planning director or his/her designee shall approve the demolition permit only if the following conditions are met:

a. A complete demolition building-permit application with all required supporting materials has been submitted to the building department;

b. Payment of all required fees including, but not limited to, application fees and impact fees, has been received by the building department;

c. Building official or his/her designee certifies the application complete;

d. A security agreement has been entered into between the owner of the property and the city of Ketchum, and a letter of credit or savings account in the amount of one hundred fifty percent (150%) of the estimated cost of demolition and site restoration improvements has been established. The security agreement will be released when the following conditions have been met:

(1) Demolition debris has been removed from the site; and

(2) Site restored.

~~(2) Construction commences under a valid building permit.~~

Section 3: If any part of this ordinance shall be held unconstitutional or void, such part shall be deemed separable and its invalidity shall not affect the remaining parts of the ordinance.

Section 4: All provisions of any City of Ketchum ordinance or resolution not consistent with this ordinance are hereby repealed as of the effective date of this ordinance.

Section 5: The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

Section 6: This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

PASSED AND ADOPTED by the Council of the city of Ketchum, Idaho this ____ day of _____, 2012.

APPROVED by the Mayor of the City of Ketchum, Idaho this ____ day of _____, 2012.

Randy Hall,
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

(SEAL)

City of Ketchum, Idaho

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



December 3, 2012

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Resolution Number 12-025 Establishment of 2013 City Council Meeting Dates

Introduction/History

Each year, pursuant to Idaho Code § 67-2343(1), the Ketchum City Council establishes the regular City Council meeting dates for the upcoming calendar year.

Attached is Resolution Number 12-025 for the Mayor and Council's consideration.

Current Report

It has been determined that listing all regular meetings to be held in 2013 would be beneficial to the residents of and visitors to the City of Ketchum.

Recommendation

I respectfully recommend that the City Council adopt Resolution Number 12-025.

Recommended Motion

"I move to approve Resolution No. 12-025, establishing the dates for all regular City Council meetings for 2013."

Sincerely,

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

Sandra E. Cady, CMC
City Treasurer/Clerk

RESOLUTION NUMBER 12-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO,
ESTABLISHING THE DATES FOR ALL REGULAR CITY COUNCIL MEETINGS FOR
2013.

WHEREAS, regular meetings of the City Council shall be held on the first and third Mondays of each month at 5:30 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and

WHEREAS, the City Council has determined that listing all regular meetings to be held in 2013 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the City Council for 2013 are as follows:

January 7, 2013	July 1, 2013
January 22, 2013 (Tuesday)	July 15, 2013
February 4, 2013	August 5, 2013
February 19, 2013 (Tuesday)	August 19, 2013
March 4, 2013	September 3, 2013 (Tuesday)
March 18, 2013	September 16, 2013
April 1, 2013	October 7, 2013
April 15, 2013	October 21, 2013
May 6, 2013	November 3, 2013
May 20, 2013	November 18, 2013
June 3, 2013	December 2, 2013
June 17, 2013	December 16, 2013

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

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

City of Ketchum, Idaho

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



November 27, 201

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

2013 Planning and Zoning Commission Meeting Dates

Introduction/History

Each year the City Council passes a resolution setting the dates for the regular Planning and Zoning Commission meetings.

Current Report

Attached is Resolution Number 12-026 setting the regular Planning and Zoning Commission meeting dates for 2013.

Financial Requirement/Impact

The City of Ketchum fiscal year 2012/2013 budget has appropriated \$26,000 for compensation of Planning and Zoning Commission members for their time and expertise.

Recommendation

I respectfully recommend that the City Council approve Resolution Number 12-026 setting the 2013 regular meeting dates of the Planning and Zoning Commission and authorize the Mayor to sign said resolution.

Suggested Motion

"I move to approve Resolution Number 12-026 and authorize the Mayor to sign said resolution."

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce Allgaier". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joyce Allgaier, AICP
Planning Manager

RESOLUTION NO. 12-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO,
ESTABLISHING THE DATES FOR ALL REGULAR PLANNING AND ZONING
COMMISSION MEETINGS FOR 2013.

WHEREAS, regular meetings of the Planning and Zoning Commission shall be held on the second and fourth Mondays of each month at 5:30 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and,

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular meetings of the Planning and Zoning Commission to be held in 2013 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Planning and Zoning Commission for 2013 are as follows:

Monday, July 08, 2013
Monday, July 22, 2013
Monday, August 12, 2013
Monday, August 26, 2013
Monday, September 09, 2013
Monday, September 23, 2013
Monday, October 14, 2013
Monday, October 28, 2013
Tuesday, November 12, 2013
Monday, November 25, 2013
Monday, December 09, 2013
Monday, December 23, 2013

Monday, January 14, 2013
Monday, January 28, 2013
Monday, February 11, 2013
Monday, February 25, 2013
Monday, March 11, 2013
Monday, March 25, 2013
Monday, April 08, 2013
Monday, April 22, 2013
Monday, May 13, 2013
Tuesday, May 28, 2013
Monday, June 10, 2013
Monday, June 24, 2013

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

CITY OF KETCHUM, IDAHO

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk



REGULAR KETCHUM CITY COUNCIL MEETING
Monday, November 19, 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 Attorney Stephanie Bonney
Ketchum Community and Economic Development Director Lisa Horowitz
Ketchum Parks & Recreation Director Jen Smith
Ketchum City Treasurer/Clerk Sandra Cady
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

Mayor and Councilors attended Comp Plan workshops. Workshops were well-attended, and instant polling keeps the community engaged.

Councilors Gourlay and Jonas had a great time at the Fireman's Ball.

Councilor Jonas commented on ITD's street painting concerns.

Councilor Jonas suggested a community competition to design a new Ketchum logo, with the Arts Commission as judge.

Council President Gourlay said Ketchum is becoming concerned with the Sun Valley Fire Department's ability to respond to an incident. The purpose of the mutual aid agreement between Sun Valley and Ketchum is to increase the level of service for both cities, but there are inequities in the number of full- and part-time firefighters, their training, and where they live; as well as the relative budget, services and equipment that each department contributes to the partnership.

Ketchum does not want to jeopardize the health or safety of any local resident or firefighter. Ketchum and Sun Valley spent \$60,000 on a study of the possible consolidation of the two fire departments and EMS services in 2007. If the Ketchum-Sun Valley partnership is to continue, the study needs to be reviewed, and the consultant reengaged. Ketchum will partner with Sun Valley until some kind of agreement is reached; but Ketchum taxpayers cannot afford to subsidize Sun Valley's Fire/EMS service.

3. Communications from the Public

There were no comments from the public at this time.

4. Communications from the Press

There were no comments from the press at this time.

5. Recreation and Public Purposes Update and Plan of Development

Ketchum Parks and Recreation Director Jen Smith related the history of the BLM Recreation and Public Purposes Act Patent application. She did a quick walk-through of the River Park at Sun Peak master plan being done by S₂O Design and Engineering on the north parcel.

An Environmental Assessment kick-off meeting was held with GeoEngineers and BLM. The updated Plan of Development (POD) incorporates all amendments to date since 2008, including the River Park Master Plan. Ketchum Council approved the River Park Master Plan and the Environmental Assessment contract with S₂O in September. The Environmental Assessment is ongoing now, while the water is low and the snow hasn't come yet.

Both parcels involve river systems and access to the river, so a lot of people are interested in helping with the project. The Wood River Land Trust, and a number of agency stakeholders and compliance regulators, will approve or reject the City's proposal. The Task Force is fully engaged with City offices and partners and stakeholders in developing and finalizing the Plan of Development and Management Plan. The Task Force is also working on an MOU between Hulen Meadows Homeowners Association and Ketchum on the potential well site and Master Plan

design. The Task Force has approved the final edits to the POD, which is now comprehensive and incorporates all the amendments cohesively. The POD is thorough, and written to be clear to anyone. Project estimates are intentionally high. The next step for the Task Force is to discuss funding and fund-raising.

In the meantime, the well is being monitored, and Ketchum is collecting data as part of the Idaho Department of Water Resources permitting process. The well is only minimally associated with the BLM patent application because of its siting.

PUBLIC COMMENT:

- Jima Rice asked about the bridge that was reinstated. Smith said design and permitting were still to come.
- Rice questioned the need for three parking lots, particularly the north parking lot that allows access for tubers and kayakers. She asked that traffic patterns be reevaluated to keep a more natural feeling. Elk regularly traverse the ADA/families parking lot. Rice thought families should be able to walk to where they were going, and shouldn't have to park in the ADA parking lot.

Councilor Gourlay said they were trying to keep mountain bikers from crossing the bridge, or conflicting with the use of the water park facility. Councilor Jonas said the EA would address wildlife migration.

Councilor Nina Jonas moved to approve the submitted Plan of Development in its formal presentation to the BLM, seconded by Council President Baird Gourlay. Motion carried unanimously.

6. Ordinance 1101: Amending the FY2012-13 Budget to create additional appropriations in the amount of \$217,000

This is fairly straightforward to accept grant money to purchase turnouts for firefighters.

PUBLIC COMMENT - NONE

Council President Baird Gourlay moved to waive the three readings of Ordinance 1101, and read by title only, pursuant to Idaho Code 50-902. Motion seconded by Councilor Michael David, and passed unanimously.

Council President Baird Gourlay moved to adopt Ordinance 1101, an ordinance of the City of Ketchum, Idaho, amending Ordinance 1099, the Annual Appropriations Ordinance for the Fiscal Year beginning October 1, 2012 and ending September 30, 2013, appropriating additional moneys to be received by the City of Ketchum, Idaho, in the sum of \$217,000, and providing an effective date. Motion seconded by Councilor Michael David. Roll call: Council President Baird Gourlay yes, Councilor Michael David yes, Councilor Nina Jonas yes, and Councilor Jim Slanetz yes. Motion passed unanimously.

7. Resolution 12-022 accepting the results of the November 6, 2012 Election

Mayor Randy Hall said he was disappointed that the Yes to Air ballot measure didn't pass by the required 60%. However, the measure got 58% of the vote, and will be on a ballot next year.

Ketchum City Treasurer/Clerk Sandra Cady said the State of Idaho adopted a policy of Election Consolidation in January, 2011, putting county clerks in charge of running all city elections. Ketchum had a 73.8% voter turnout, with 1,821 voters.

Councilor Nina Jonas moved to pass Resolution 12-022 accepting the canvass of election results from the Blaine County Board of Commissioners, and proclaiming the results of the special municipal election held in the City of Ketchum, Idaho, on Tuesday, November 6, 2012. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

8. Resolution 12-023 authorizing Destruction of Semi-Permanent and Temporary Records

This is a "housecleaning" resolution for the destruction and disposal of semi-permanent and temporary records. Destruction of these records has been reviewed by the Idaho State Historical Society and the Ketchum City Attorney.

Councilor Jim Slanetz moved to pass Resolution 12-023 authorizing the Destruction of Semi-Permanent and Temporary Records, seconded by Councilor Nina Jonas, Motion passed unanimously.

9. Report on possible land uses within the 200 foot section of the bikepath property

This is a general land use discussion on a City-owned section of the bikepath, specifically a 6.7 acre parcel that is .4 miles long. The City owns the property, but the type of ownership is not clear. This discussion will not refer to any specific application on the bikepath property.

Special City Attorney Paul Fitzer said the 1875 Railroad Act by the United States determines what uses, if any, can be utilized by municipalities or homeowners after the railroad abandons the railroad right-of-way. Case law isn't

very well done, because everyone looks at it from their own set of facts and circumstances. There is over 150 years of litigation, and each case was decided based on the perceived nature of property rights at the time.

This particular Ketchum-owned parcel seems to be a product of the 1875 Railroad Act. Prior to 1875, the United States government granted railroads property rights to provide transportation. Prior to 1875, it was a true fee simple land grant. After 1875, the terminology changed to right-of-way, which precipitated litigation about what that meant. An "easement" referring to a railroad right-of-way is more limited than what is typically understood as an easement. It is assumed the land was federally-owned and transferred pursuant to the 1875 Act, but documentation—deed language or letter of intent—showing how the Federal Government transferred property to the railroads is not available.

The 1988 Rails to Trails Act said the Federal Government retains an interest in the land. The land, through an abandonment of an easement, is reclaimed by the Federal Government, unless, pursuant to the 1903 Act, the adjacent property owners have it reverted back to them. A fee simple determinable by the Federal Government to the Railroads, upon abandonment by the railroad, would revert to the adjacent property owners or back to the Federal Government, which allows it to be transferred to a transportation department. This particular section of the railroad was transferred to ITD, which named Ketchum as its assignee. This is probably an easement, or maybe a limited fee, and can be utilized, probably, only for purposes that are incidental to or ancillary to transportation purposes, such as a greenbelt, public park or garden, public parking, public highway, etc., pursuant to the Rails to Trails Act. Affordable housing would not work unless paperwork can be found that demonstrates the city or railroad held the property in fee simple absolute. So far, such paperwork has not surfaced.

The Blaine County Recreation Department says sections of the bikepath have different deeds, and types of transfer and ownership. Under an earlier act, if an abandoned railroad was not transferred for another legitimate public transportation use within one year, it reverted to the adjacent landowners, which has been heavily litigated.

Fitzer said he could only make assumptions on railroad rights-of-way, due to lack of land ownership and transfer documentation. He tended to treat this section of the bikepath as a limited fee easement, which, under the 1875 Act, is either used for public transportation or rails to trails purposes; or it would revert to the Federal Government, or be a battle between the Federal Government and the adjacent landowner. If the property were vacated, it's probably a legal matter to determine who would get it. There is very little guidance about trails. The City cannot lease land it isn't sure it owns to a private entity; but an intergovernmental agreement would be okay.

The land can be potentially be used for a gondola stop, River Run parking lot, transit hub, etc.

The River Run parcel is fully owned by Sun Valley Company with an easement over it.

PUBLIC COMMENT:

- Mickey Garcia said this could just be a lot of money spent on lawsuits.
- Attorney Evan Robertson, attorney asked if this was an exercise in curiosity, or preliminary to a particular project. Councilor Jonas said she requested the review, to have the information in anticipation of an application.
- Attorney Robertson said the question seemed to be if a prospective use is ancillary to transportation principle uses and is in the nature of an easement, is it appropriate legally for the beneficiary of an easement to lease or assign an interest in the easement. Assuming that a potential use is ancillary, does Ketchum have the right, by lease, assignment, or abandonment, to give the easement interest to a third party?

Fitzer said this is a lot of complicated questions, and he doesn't like using the word easement. Ketchum holds the corridor for the purposes of public transportation, with trails included in the definition; and Ketchum can probably use cooperative or joint ventures to allow the property to be utilized efficiently in that way, but probably not for affordable housing.

- Ben Worst, attorney representing several homeowners associations, said his clients object to any use which would have the effect of increasing density on any given parcel on the bikepath. They further object to any use which would increase the parking burden in their neighborhoods. His clients ask that they all be notified if Ketchum might consider some action on the right-of-way. Worst agreed with the city attorney that the right-of-way cannot be used for any purpose other than transportation-related; and that a 100-year lease for affordable housing is not transportation.

Fitzer said beautification projects were frequently ancillary to trails as part of the Rails to Trails Act.

- Ketchum resident Stacy Gilden said she and her neighbors had fought affordable housing along the bikepath many times. She asked Council to return to old values of open space, and the ability for children, guests and locals to use the bikepath as a mode of transportation. People use the bikepath to get to events at River Run; kids use it to go to Hemingway School; skiers use it to get to River Run from Ketchum and Warm Springs. It's part of the beauty of living in West Ketchum.
- Attorney Robertson, said he had clients who would strenuously object if an application for community housing in the neighborhood of Bird Drive were to materialize.

Mayor Hall said he hoped the bikepath right-of-way issue could be clarified, but it was probably never going to be clear and would likely always be problematic.

Councilor Slanetz said he'd like to know what could be done with the parcel, even though limited, since its only community benefit now is as open space. Councilor Gourlay said the property was under-utilized, except for the bikepath, and he'd like to consider a municipal park, bike skills park, or community garden. Special City Attorney Fitzer said he would do more research on ancillary uses.

10. Resolution 12-024 Establishing a Broadband Strategic Planning Committee

Also Present: Aaron Pearson, The Community Library Information Systems Director

Lee Chubb

Todd Mandeville, Ketchum IT Manager

Broadband is high speed internet access that's always on, and includes voice, data, video, and gaming. Local broadband infrastructure would be very useful to attract business, especially technology businesses, to the area. Communication technology is a vital component of economic development, and should be considered part of public planning.

Pearson explained how Internet speed worked. Fiber-optic Internet connectivity is through very fine glass filaments that transmit data by optical pulses. Fiber-optic speed is basically unlimited and is superior technology. Fiber-optic is symmetric (same speed uploading as downloading) and is dedicated, so the bandwidth speed isn't dependent on who else is sharing it at the same time.

The Broadband Strategic Planning Committee will establish project goals, identify demand, do a baseline inventory of what is available in the area, establish expansion goals, locate partners and a revenue source, and create an implementation plan.

Councilor Nina Jonas moved to approve Resolution 12-024 authorizing and directing the creation of a Broadband Strategic Planning Committee, seconded by Councilor Michael David. Motion passed unanimously.

11. Consent Calendar

- a. **Approval of minutes from the November 5, 2012 Council meeting**
- b. **Recommendation to approve current bills and payroll summary**
- c. **Request to approve a Right-of-Way Encroachment Permit for Helm Station, 460 East Sun Valley Road**
- d. **Approval of 2012-13 Liquor, Beer and Wine Licenses**

Councilor Gourlay confirmed that the infiltration system for Helm Station would be under the sidewalk.

Council President Baird Gourlay moved to approve the Consent Calendar, seconded by Councilor Michael David. Motion passed unanimously.

12. Adjournment

Council President Baird Gourlay moved to adjourn at 8:03 pm. Councilor Nina Jonas seconded the motion, and it passed unanimously.

Randy Hall
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR1130121	State Withholding Tax Pay Period: 11/30/2012	5,932.00
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	093012	September Workmen's Comp	1.00
STATE INSURANCE FUND	6725391	Workmen's Comp	7,325.00
01-2173-3000 P/R DEDUC PBL--PEBSCO			
NATIONWIDE RETIREMENT SOL	PR1130121	Nationwide - 0026904-001 Pay Period: 11/30/2012	307.44
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR1130121	Child Support Pay Period: 11/30/2012	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR1130121	Pioneer Federal Credit Union Pay Period: 11/30/2012	2,721.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR1130121	125 Medical Savings Pay Period: 11/30/2012	1,355.45
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR1130121	125 Dependant Care Pay Period: 11/30/2012	484.92
Total :			18,396.49
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	3,780.00
01-4110-3200 OPERATING SUPPLIES			
SUN VALLEY NATURAL SPRING	26905	Water Cooler & Bottles for Meeting Room	18.22
01-4110-4200 PROFESSIONAL SERVICES			
BROWN, CPA, DENNIS R.	112712	Audited Financial Statements 2011-12	7,400.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
HALL, RANDY	113012	Travel Expenses	169.28
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	1137139038	ACCT. 365459737-00001	40.05
Total LEGISLATIVE & EXECUTIVE:			11,407.55
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	6,048.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	916780	Supplies	13.29
GREAT AMERICA LEASING COR	12976453	Copier Lease	39.65
INTEGRATED TECHNOLOGIES	C1F471	Copier Maintenance	42.10
INTEGRATED TECHNOLOGIES	C1F538	Copier Maintenance	7.15
RICOH USA, INC.	5024183840	Copier Charges	264.73
SUN VALLEY NATURAL SPRING	26905	Water Cooler & Bottles for Meeting Room	18.22
UNIFIED OFFICE SERVICES	150844	Office Supplies	15.13

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	150845	Office Supplies	165.77
UNIFIED OFFICE SERVICES	151374	Office Supplies	34.27
01-4150-4200 PROFESSIONAL SERVICES			
EXPRESS PRINTING INC	227005	Newsletter	3,940.75
GRANT, SUZANNE	110512	CC Minutes 11/15/12	202.50
GRANT, SUZANNE	111912	CC Minutes 11/19/12	225.00
RED SKY PUBLIC RELATIONS	9633	Public Relations Services	1,000.00
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
ENOURATO, LISA	11/20/12	Travel Expenses	30.00
ENOURATO, LISA	121212	III-A Travel Expenses	188.10
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862b	1,157.15
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	44.51
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	19.13
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	200.00
VERIZON WIRELESS, BELLEVUE	1137139038	ACCT. 365459737-00001	60.21
01-4150-5200 UTILITIES			
IDAHO POWER	5563550804-11	ACCT. 5563550804	98.08
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
ASSOCIATED CONSTRUCTION S	12-646	Gutter Repairs	207.52
Total ADMINISTRATIVE SERVICES:			14,021.26
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	8,640.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	916780	Supplies	13.30
GREAT AMERICA LEASING COR	12976453	Copier Lease	79.30
INTEGRATED TECHNOLOGIES	C1F471	Copier Maintenance	84.20
INTEGRATED TECHNOLOGIES	C1F538	Copier Maintenance	14.28
UNIFIED OFFICE SERVICES	150844	Office Supplies	67.35
01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL			
CHATEAU DRUG CENTER	916780	Supplies	13.29
GREAT AMERICA LEASING COR	12976453	Copier Lease	79.30
INTEGRATED TECHNOLOGIES	C1F471	Copier Maintenance	84.20
INTEGRATED TECHNOLOGIES	C1F538	Copier Maintenance	14.28
UNIFIED OFFICE SERVICES	150844	Office Supplies	16.23
01-4170-4200 PROFESSIONAL SERVICES			
BENCHMARK ASSOCIATES	1112-14	Engineering Review	424.13
GALENA ENGINEERING, INC.	1318.151-11/12	Plat Checks	1,207.50
GRANT, SUZANNE	11/13/12	P&Z Minutes 11/13/12	232.50
WHITNEY L. MCNEES	24	Video for Meeting	437.50
01-4170-4266 PROFESSIONAL SERVICES-ECON DEV			
ANTICIPATE	1	1099 adjustment	206.25-
ANTICIPATE	1	1099 adjustment	206.25
ANTICIPATE	1387.5	1099 adjustment	693.75-
ANTICIPATE	1387.5	1099 adjustment	693.75

Vendor Name	Invoice Number	Description	Net Invoice Amount
WHITNEY L. MCNEES	14	1099 adjustment	118.00-
WHITNEY L. MCNEES	14	1099 adjustment	118.00
01-4170-4267 PROFESSIONAL SVC-COMP PLAN			
CLARION	5085	1099 adjustment	20,307.69-
CLARION	5085	1099 adjustment	20,307.69
CLARION	5126	1099 adjustment	15,974.85-
CLARION	5126	1099 adjustment	15,974.85
WHITNEY L. MCNEES	012012	1099 adjustment	550.00-
WHITNEY L. MCNEES	012012	1099 adjustment	550.00
Total COMMUNITY PLANNING/DEVELOPMENT:			11,407.36
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
MURRAY, JO	773	R&PP Outreach	243.75
WHITNEY L. MCNEES	12	1099 adjustment	250.00-
WHITNEY L. MCNEES	12	1099 adjustment	250.00
WHITNEY L. MCNEES	14	1099 adjustment	300.00-
WHITNEY L. MCNEES	14	1099 adjustment	300.00
WHITNEY L. MCNEES	3	1099 adjustment	775.00-
WHITNEY L. MCNEES	3	1099 adjustment	775.00
WHITNEY L. MCNEES	6	1099 adjustment	500.00-
WHITNEY L. MCNEES	6	1099 adjustment	500.00
WHITNEY L. MCNEES	7	1099 adjustment	650.00-
WHITNEY L. MCNEES	7	1099 adjustment	650.00
WHITNEY L. MCNEES	9	1099 adjustment	812.50-
WHITNEY L. MCNEES	9	1099 adjustment	812.50
Total CONTINGENCY:			243.75
BUILDING			
01-4240-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	1,296.00
01-4240-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	916780	Supplies	13.29
GREAT AMERICA LEASING COR	12976453	Copier Lease	39.65
INTEGRATED TECHNOLOGIES	C1F471	Copier Maintenance	42.10
INTEGRATED TECHNOLOGIES	C1F538	Copier Maintenance	7.15
Total BUILDING:			1,398.19
Total GENERAL FUND:			56,874.60
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
IDAHO LUMBER & HARDWARE	495027	Wagon Days Picnic Supplies	302.00
02-4530-4200 PROFESSIONAL SERVICES			
ANDERSON, RUSS	082912	1099 adjustment	500.00
ANDERSON, RUSS	082912	1099 adjustment	500.00-
SUN VALLEY EVENTS	388	Constant Contact	60.00
WEEKLY PAPER	1339	1099 adjustment	249.00-

Vendor Name	Invoice Number	Description	Net Invoice Amount
WEEKLY PAPER	1339	1099 adjustment	249.00
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO			
WEEKLY PAPER	1909	1099 adjustment	525.00-
WEEKLY PAPER	1909	1099 adjustment	525.00
Total WAGON DAYS EXPENDITURES:			362.00
Total WAGON DAYS FUND:			362.00
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	16,092.00
04-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-154902	Gloves	15.69
AMERIPRIDE LINEN	2400184969	ACCT. 241076800	60.15
JOHNNY G'S SUBSHACK, LLC	31355	Lunch for Street Dept.	35.79
TREASURE VALLEY COFFEE IN	2160:03020008	COFFEE	90.80
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	716972	ACCT. 37269	2,206.23
04-4310-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	217579	Testing	50.50
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	1137139038	ACCT. 365459737-00001	92.16
04-4310-5200 UTILITIES			
IDAHO POWER	6471919866-11	ACCT. 6471919866	433.55
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
A.C. HOUSTON LUMBER CO.	14-156353	Supplies	19.96
LES SCHWAB	11700044504	Air Bags and Installation	573.85
LES SCHWAB	11700044824	Air Bags and Installation	573.85
LES SCHWAB	11700046612	Tires	831.40
LES SCHWAB	11700046613	Tires	736.44
NAPA AUTO PARTS	714020	Supplies	8.75
RIVER RUN AUTO PARTS	6538-52709	Parts & Supplies	14.45
RIVER RUN AUTO PARTS	6538-52949	Parts & Supplies	19.39
RIVER RUN AUTO PARTS	6538-52963	Parts & Supplies	2.26-
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
FREIGHTLINER OF IDAHO	128793	Parts & Supplies	450.00
KENWORTH SALES COMPANY	TKSJPR804546	Parts	60.44
METROQUIP, INC.	17780	Parts	465.55
NAPA AUTO PARTS	712952	Supplies	299.14
RIVER RUN AUTO PARTS	6538-52849	Parts & Supplies	3.96
WESTERN STATES EQUIPMENT	PC040189291	Parts & Supplies	65.64
WESTERN STATES EQUIPMENT	PC040189420	Parts & Supplies	266.32
WESTERN STATES EQUIPMENT	PC040189421	Parts & Supplies	82.72
WESTERN STATES EQUIPMENT	PC040189571	Parts	58.92
WESTERN STATES EQUIPMENT	PC040189746	Parts	121.45

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400183248	ACCT. 241076800	29.97
04-4310-6920 SIGNS & SIGNALIZATION			
RAINBOW AUTO PAINT & SUPPL	139363	Sign Posts	157.46
04-4310-6930 STREET LIGHTING			
C & R ELECTRIC, INC.	62950	Street Light Maintenance	194.00
C & R ELECTRIC, INC.	62952	Street Light Maintenance	1,118.12
C & R ELECTRIC, INC.	62953	Street Light Maintenance	254.00
C & R ELECTRIC, INC.	62959	Street Light Maintenance	164.76
C & R ELECTRIC, INC.	62963	Street Light Maintenance	527.36
IDAHO POWER	322623384-11/	ACCT. 322623384	5.49
IDAHO POWER	4083074003-11	ACCT. 4083074003	12.93
IDAHO POWER	528357116-11/	ACCT. 528357116	7.00
IDAHO POWER	5318579658-11	ACCT. 5318579658	6.01
IDAHO POWER	6471919866-11	ACCT. 6471919866	784.60
IDAHO POWER	9337189101-11	ACCT. 9337189101	46.11
RIVER RUN AUTO PARTS	6538-52894	Parts & Supplies	3.95
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-155954	Supplies	18.55
A.C. HOUSTON LUMBER CO.	14-155981	Supplies	6.18
A.C. HOUSTON LUMBER CO.	14-156101	Supplies	18.55
A-CORE OF IDAHO	271355	Grinding	375.00
GLENDALE CONSTRUCTION INC	48172	Drain Rock	137.75
LAKESIDE INDUSTRIES	13000926MB	Homer's Mix	109.59
LUTZ RENTALS	21656-1	Rental Equipment	47.52
LUTZ RENTALS	21662-1	Rental Equipment	27.60
Total STREET:			27,779.34
Total STREET MAINTENANCE FUND:			27,779.34
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	11,664.00
10-4230-2900 PERFORMANCE AWARDS			
KETCHUM/SUN VALLEY VOLUN	101212	Firefighter of the Year Helmet	133.86
10-4230-3200 OPERATING SUPPLIES			
BLUMENTHAL UNIFORMS AND	961079-02	Supplies	119.98
BLUMENTHAL UNIFORMS AND	966716	Supplies	167.98
CHATEAU DRUG CENTER	915533	Supplies	12.76
CHATEAU DRUG CENTER	916780	Supplies	6.65
F-STOP	183259	DVD Copies & Frames	28.95
GREAT AMERICA LEASING COR	12976453	Copier Lease	19.83
INTEGRATED TECHNOLOGIES	C1F471	Copier Maintenance	21.06
INTEGRATED TECHNOLOGIES	C1F538	Copier Maintenance	3.58
KNOX COMPANY	533726	Software	490.00
L.N. CURTIS & SONS	3128018-00	Supplies	198.00
L.N. CURTIS & SONS	3128018-02	Supplies	99.00
L.N. CURTIS & SONS	3128033-01	Supplies	42.95
PIPECO, INC.	117046	Supplies	73.50
PRAXAIR/WHITMORE	44616758	Supplies	39.53

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	150842	Office Supplies	27.28
UPS STORE #2444	10/01/12	Shipping	36.14
UPS STORE #2444	11/02/12	Shipping	12.55
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	716970	ACCT. 37267	320.00
10-4230-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	787394	Supplies	100.00
UNITED COMMUNICATIONS CO	787421	Supplies	56.84
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
KETCHUM RURAL FIRE DISTRIC	1001	Pump Testing & Filters	634.40
RIVER RUN AUTO PARTS	6538-52823	Parts & Supplies	17.95
10-4230-6910 OTHER PURCHASED SERVICES			
PROGRESSIVE INTELLIGENCE T	1035	1099 adjustment	1,667.50-
PROGRESSIVE INTELLIGENCE T	1035	1099 adjustment	1,667.50
10-4230-7600 OTHER MACH/EQUIP-EMRG GENERATR			
L.N. CURTIS & SONS	3127147-00	Supplies	3,080.00
MOTOROLA INC.	13923110	Radios & Pagers	5,594.35
Total FIRE & RESCUE:			23,001.14
Total FIRE & RESCUE FUND:			23,001.14
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	17,280.00
14-4260-2900 PERFORMANCE AWARDS			
KETCHUM/SUN VALLEY VOLUN	101212	Firefighter of the Year Helmet	133.85
14-4260-3200 OPERATING SUPPLIES			
BLUMENTHAL UNIFORMS AND	961079-02	Supplies	119.98
BLUMENTHAL UNIFORMS AND	966716	Supplies	167.98
CHATEAU DRUG CENTER	915533	Supplies	12.75
CHATEAU DRUG CENTER	916780	Supplies	6.64
F-STOP	183259	DVD Copies & Frames	28.95
GREAT AMERICA LEASING COR	12976453	Copier Lease	19.82
INTEGRATED TECHNOLOGIES	C1F471	Copier Maintenance	21.05
INTEGRATED TECHNOLOGIES	C1F538	Copier Maintenance	5.37
KNOX COMPANY	533726	Software	490.00
L.N. CURTIS & SONS	3128018-00	Supplies	198.00
L.N. CURTIS & SONS	3128018-02	Supplies	99.00
L.N. CURTIS & SONS	3128033-01	Supplies	42.95
ST. LUKES	1W186	Acct. 342	246.32
UNIFIED OFFICE SERVICES	150842	Office Supplies	27.28
UPS STORE #2444	10/01/12	Shipping	36.14
UPS STORE #2444	11/02/12	Shipping	12.56
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	716970	ACCT. 37267	346.49

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-4910 TRAINING AVALANCHE FRIENDS OF SAWTOOTH NF	112012	Sponsorship	3,000.00
14-4260-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	787394	Supplies	100.00
UNITED COMMUNICATIONS CO	787421	Supplies	56.83
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-52823	Parts & Supplies	17.94
ROCKY MOUNTAIN AMBULANC	2012-0326L	Supplies	1,011.46
14-4260-6910 OTHER PURCHASED SERVICES			
PROGRESSIVE INTELLIGENCE T	1035	1099 adjustment	1,667.50-
PROGRESSIVE INTELLIGENCE T	1035	1099 adjustment	1,667.50
14-4260-7600 OTHER MACHINERY & EQUIPMENT			
MOTOROLA INC.	13923110	Radios & Pagers	5,594.35
Total AMBULANCE SERVICE:			29,075.71
Total AMBULANCE SERVICE FUND:			29,075.71
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	10,260.00
18-4510-3250 RECREATION SUPPLIES			
BURBRIDGE, MARGARET M	112012	Recreation Supplies	50.90
CHATEAU DRUG CENTER	915504	Supplies	17.08
WEBB LANDSCAPING	7388	Project Feederwatch	31.55
18-4510-3260 HALLOWEEN SUPPLIES			
BURBRIDGE, MARGARET M	102212	1099 adjustment	346.71
BURBRIDGE, MARGARET M	102212	1099 adjustment	346.71-
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	211150205	Supplies	252.94
18-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	21608	Propane	142.80
LUTZ RENTALS	21610	Propane	8.80
LUTZ RENTALS	21756	Fuel for Zamboni	171.95
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862b	80.00
VERIZON WIRELESS, BELLEVUE	1137139038	ACCT. 365459737-00001	75.56
18-4510-5200 UTILITIES			
IDAHO POWER	4962654229-11	ACCT. 4962654229	7.30
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	76904	Supplies	153.97
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-153696	Supplies	38.42

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-9930 PARK & REC FUND OP.CONTINGENCY			
BURBRIDGE, MARGARET M	112012	Washer & Dryer	1,709.08
Total PARKS AND RECREATION:			13,000.35
Total PARKS AND RECREATION FUND:			13,000.35
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	3,024.00
22-4910-4200 PROFESSIONAL SERVICES			
DOROTHY'S SECRETARIAL SER	11/16/12	Lodging Sales Tax Collection Project	940.50
Total LOCAL OPTION SALES TAX :			3,964.50
Total LOCAL OPTION SALES TAX FUND:			3,964.50
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	11,232.00
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-156468	Supplies	2.38
AMERIPRIDE LINEN	2400184314	ACCT. 241076900	102.77
AMERIPRIDE LINEN	2400184315	ACCT. 241076901	15.98
CHATEAU DRUG CENTER	914077	Supplies	68.81
CHATEAU DRUG CENTER	916359	Supplies	4.74
H.D. FOWLER COMPANY	13268747	Parts & Supplies	146.09
TREASURE VALLEY COFFEE IN	2160:02997697	COFFEE	142.45
UNIFIED OFFICE SERVICES	150637	Office Supplies	813.83
UNIFIED OFFICE SERVICES	151136	Office Supplies	3.44
UNIFIED OFFICE SERVICES	151137	Office Supplies	31.05
UNIFIED OFFICE SERVICES	4414CM	Office Supplies	8.52
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	716974	ACCT. 37271	422.97
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	111612	License Renewals for Dave Ramoh	105.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195B	106.03
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	46.03
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	77.68
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-52836	Parts & Supplies	29.90
RIVER RUN AUTO PARTS	6538-52839	Parts & Supplies	3.00
RIVER RUN AUTO PARTS	6538-52967	Parts & Supplies	29.87
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	117286	Supplies	.16

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER EXPENDITURES:			13,375.66
Total WATER FUND:			13,375.66
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7651 WA METERS TO FLAT RATE CUSTMRS			
BOB ROSSO	11/14/12	Reimbursement for conversion to municipal system	1,000.00
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	4514	Excavation	2,817.80
LUNCEFORD EXCAVATION, INC.	4515	Excavation	1,155.20
Total WATER CIP EXPENDITURES:			4,973.00
Total WATER CAPITAL IMPROVEMENT FUND:			4,973.00
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
III-A	ASSESS2012.0	PEPM Contribution	22,032.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UPS STORE #2444	10/01/12	Shipping	63.79
65-4350-3120 DATA PROCESSING -- ADMIN			
BILLING DOCUMENT SPECIALIS	78385	Blaine County Flyer	184.73
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400184315	ACCT. 241076901	15.97
AMERIPRIDE LINEN	2400184316	ACCT. 241021000	125.70
D AND B SUPPLY	11041-11/03/12	ACCT. 11041	105.97
UNIFIED OFFICE SERVICES	150637	Office Supplies	41.17
UNIFIED OFFICE SERVICES	151136	Office Supplies	3.43
UNIFIED OFFICE SERVICES	151137	Office Supplies	31.05
UNIFIED OFFICE SERVICES	4414CM	Office Supplies	8.52
USA BLUEBOOK	814557	Supplies	84.45
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	716973	ACCT. 37270	204.55
65-4350-3800 CHEMICALS			
GENERAL CHEMICAL	90522140	Chemicals	3,612.00
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	26272	Supplies	270.50
CENTRAL DRUG SYSTEM, INC.	217579	Testing	104.50
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953402	ACCT. 208-726-8953-402b	46.03
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	77.68
VERIZON WIRELESS, BELLEVUE	1136270899	ACCT. 965494438-00001	129.86
65-4350-5200 UTILITIES			
IDAHO POWER	2345750212-11	ACCT. 2345750212	7,112.19

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
NORTHWEST EQUIP SALES MAC	128476T	Parts & Supplies	51.71
RIVER RUN AUTO PARTS	6538-52754	Parts & Supplies	8.01
SAFETY-KLEEN CORP.	58904754	Supplies	313.11
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-155681	Supplies	17.78
DYKMAN ELECTRICAL, INC.	301309	Parts & Supplies	1,111.85
HACH	8019356	Supplies	873.74
UPS STORE #2444	11/02/12	Shipping	137.35
WESTEC	12-1693	Core Drilled	285.00
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400184316	ACCT. 241021000	23.35
CENTRAL DRUG SYSTEM, INC.	217579	Testing	50.50
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	27.41
D AND B SUPPLY	11041-11/13/12	ACCT. 11041	97.98
IDAHO BUREAU OF OCCUPATIO	112112	License Renewals for Kellen Chatterton	70.00
TREASURE VALLEY COFFEE IN	2160:02997703	COFFEE	63.25
VERIZON WIRELESS, BELLEVUE	1136270899	ACCT. 965494438-00001	33.11
Total WASTEWATER EXPENDITURES:			37,401.20
Total WASTEWATER FUND:			37,401.20
WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES			
67-4350-7600 MACHINERY AND EQUIPMENT			
ISS - WONDERWARE	402701	Scada Software	3,149.95
67-4350-7801 REUSE PUMP STATION			
PLATT	2717487	Supplies	45.83
PLATT	2726881	Supplies	13.83
PLATT	2732780	Supplies	26.00
PLATT	2732925	Supplies	21.30
Total WASTEWATER CIP EXPENDITURES:			3,204.91
Total WASTEWATER CAPITAL IMPROVE FND:			3,204.91
PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
GRANT OLSEN	091012	1099 adjustment	1,000.00
GRANT OLSEN	091012	1099 adjustment	1,000.00
LISA FLOWERS ROSS	091012	1099 adjustment	1,000.00
LISA FLOWERS ROSS	091012	1099 adjustment	1,000.00
PATRICK KILBY	091012	1099 adjustment	1,000.00
PATRICK KILBY	091012	1099 adjustment	1,000.00
RACHEL TEANNALACH	091012	1099 adjustment	3,000.00
RACHEL TEANNALACH	091012	1099 adjustment	3,000.00
Total PARKS/REC TRUST EXPENDITURES:			.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS/REC DEV TRUST FUND:			<u>.00</u>
Grand Totals:			<u><u>213,012.41</u></u>

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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