

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

**Tuesday, February 19, 2013, beginning at 5:30 p.m.**

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

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



- 5:30 1. CALL TO ORDER
2. COMMUNICATIONS FROM THE PUBLIC.
- 5:30 a) Communications from the public.
- 5:45 3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
- a) Communications from the Councilors.
- b) Communications from Mayor Hall.
- i) Presentation of Certificates of Recognition - Mayor Hall Tab 1
- ii) Update on financial achievements - Mayor Hall
4. COMMUNICATIONS FROM CITY STAFF.
- 6:25 a) Update on Police Services program - Chief Steve Harkins. Tab 2
- 6:55 b) Update on III-A health benefits program - Gary Marks, City Administrator.
- 7:30 c) Recommendation to approve City sponsorship for MASSV (Music and Art Showcase Sun Valley) - Jennifer L. Smith, Director of Parks & Recreation. Tab 3
- 8:10 5. COMMUNICATIONS FROM THE PRESS.
6. CONTRACTS AND AGREEMENTS.
- 8:15 a) Firefighters Local Union #4758 Agreement - Stephanie J. Bonney, City Attorney. Tab 4
- 8:30 b) Fire Department Audit Update Agreement - Chief Mike Elle. Tab 5
- 8:45 7. RESOLUTIONS. Tab 6
- a) Resolution 13-004: Establishing Goals for the City - Gary Marks, City Administrator.
- 9:00 8. CONSENT CALENDAR. Tab 7
- a) Approval of minutes from the February 4, 2013 Council meeting.
- b) Recommendation to approve current bills and payroll summary.
- c) Consideration of the Final Plat; Draft Findings of Fact, Conclusions of Law and Decision regarding Park Place III.
- d) Consideration of the Final Plat; Draft Findings of Fact, Conclusions of Law and Decision regarding Park Place IV.
- e) Approval of 2012-13 Liquor, Beer and Wine Licenses.
9. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).
10. ADJOURNMENT.

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

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

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

# City of Ketchum, Idaho

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



February 13, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## February 19, 2013 City Council Agenda Report

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

### 3. COMMUNICATIONS FROM MAYOR AND COUNCIL.

- b) Communications from Mayor Hall.
  - i) Presentation of Certificates of Recognition - Mayor Hall

Mayor Hall will recognize the following individuals and businesses for their service to the Ketchum community; Rachel Wayt, Community Service Officer; Rico's Restaurant; Brian Christiansen, Street Superintendent; Sun Valley Mustard; and Jason Miller, Executive Director, Mountain Rides Transportation Authority.

RECOMMENDATION: This item is for presentational purposes only.

**RECOMMENDED MOTION: None.**

This is an executive presentation.

- ii) Update on financial achievements - Mayor Hall

Mayor Hall will unveil and discuss the updated financial accomplishment placards mounted in the Council Chamber.

RECOMMENDATION: This item is for information only.

**RECOMMENDED MOTION: None.**

This is an executive update.

### 4. COMMUNICATIONS FROM CITY STAFF.

- a) Update on Police Services program - Chief Steve Harkins.

Chief Harkins will report on the police services program being provided to the City through its services agreement with Blaine County. County Commissioners will attend the meeting to present the City with a refund check in the amount of \$141,167. The check represents a return of funds found to be unnecessary for operations of the Police Department due to operating efficiencies achieved by Chief Harkins and his staff. A staff report from Chief Harkins has been provided in the packet for Council review.

RECOMMENDATION: This item is for information only. No action is requested at this time.

**RECOMMENDED MOTION: None.**

This is a legislative matter.

- b) Update on III-A health benefits program - Gary Marks, City Administrator.

I will review and update the Council on the health benefits program (III-A) initiated by the City in 2010. I will provide a PowerPoint presentation that will describe the program in detail and report on the current and projected financial condition of the program.

RECOMMENDATION: This item is for information only. No action is requested at this time.

**RECOMMENDED MOTION: None.**

This is a legislative matter.

- c) Recommendation to approve City sponsorship for MASSV (Music and Art Showcase Sun Valley) - Jennifer L. Smith, Director of Parks & Recreation.

Staff will recommend approval of City sponsorship for the 2013 MASSV event to take place on July 5 – 6, 2013 on Sun Valley Company property in the River Run area. Sponsorship would include a cash contribution of \$10,000 with an additional amount for in-kind police/fire/EMS services of \$4,950. Funds would be drawn from the Community and Economic Development Department's Event Sponsorship line item in the City's General Fund budget. A detailed staff report from Jen Smith has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve City sponsorship of the 2013 MASSV event in the amount of \$10,000 with an additional amount for in-kind police/fire/EMS services of \$4,950.

**RECOMMENDED MOTION: *"I move to approve City sponsorship of the 2013 MASSV event in the amount of \$10,000 with an additional amount for in-kind police/fire/EMS services of \$4,950."***

This is a legislative matter.

6. CONTRACTS AND AGREEMENTS.

- a) Firefighters Local Union #4758 Agreement - Stephanie J. Bonney, City Attorney.

Negotiating teams for the City and Firefighters Local Union #4758 have agreed to terms for a draft agreement. Adoption of the draft agreement is dependent on approval by the City and members of Local #4758. A staff report for Stephanie Bonney and a copy of the draft agreement have been provided in the packet for Council review.

RECOMMENDATION: If the terms of the agreement are acceptable, staff respectfully recommends approval of the contract.

**RECOMMENDED MOTION: “I move to approve the contract dated February 19, 2013 with Firefighters Local Union #4758.”**

This is a legislative matter.

- b) Fire Department Audit Update Agreement - Chief Mike Elle.

In August, 2007, the cities of Ketchum and Sun Valley published a Fire and EMS Consolidation Study that outlined possible scenarios for consolidation of the departments. The study was conducted by McGrath Consulting Group, a firm specializing in fire department analysis. No action was taken on those scenarios. However, recommendations in the study led to internal changes within the Ketchum Fire Department.

Staff is now seeking an update of the audit section of the Ketchum Fire Department portion of the original study. The updated audit will provide an in-depth review of the fire department including a comprehensive assessment of current operations, budget, staffing and training. The objective of the updated audit will be to evaluate strengths and weaknesses which will guide management in future planning and organizational structure.

The updated audit would be performed by McGrath Consulting Group. A proposed services agreement has been developed in the amount of \$22,850. A staff report from Chief Elle has been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Fire Department Audit Agreement with McGrath Consulting Group in the amount of \$22,850.

**RECOMMENDED MOTION: “I move to approve the Fire Department Audit Agreement with McGrath Consulting Group in the amount of \$22,850.”**

This is a legislative matter.

7. RESOLUTIONS.

- a) Resolution 13-004: Establishing Goals for the City - Gary Marks, City Administrator.

Resolution 13-004 adopts the goals developed by the City Council at its fall, 2012 goal setting session. A staff report from Lisa Enourato and a copy of the resolution have been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 13-004, establishing goals for the City.

**RECOMMENDED MOTION: “I move to approve Resolution 13-004, establishing goals for the City.”**

This is a legislative matter.

8. CONSENT AGENDA.

- a) Approval of minutes from the February 4, 2013 Council meetings.

Copies of the minutes from the February 4, 2013 Council meeting have been provided in the packet of Council review.

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

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

- c) Consideration of the Final Plat; Draft Findings of Fact, Conclusions of Law and Decision regarding Park Place III.

Staff respectfully recommends the Council approve the Final Plat; Draft Findings of Fact, Conclusions of Law and Decision regarding Park Place III.

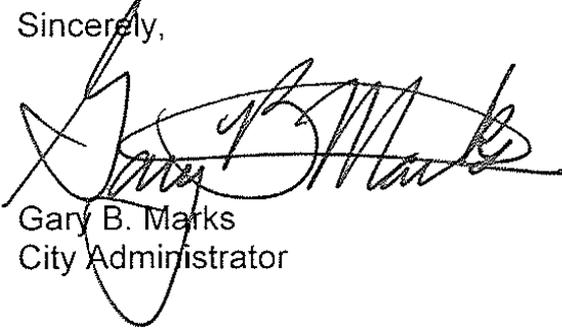
- d) Consideration of the Final Plat; Draft Findings of Fact, Conclusions of Law and Decision regarding Park Place IV.

Staff respectfully recommends the Council approve the Final Plat; Draft Findings of Fact, Conclusions of Law and Decision regarding Park Place IV.

- e) Approval of 2012-13 Liquor, Beer and Wine Licenses.

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

Sincerely,

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

Gary B. Marks  
City Administrator

# City of Ketchum, Idaho

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



February 12, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Staff, Business and Community Highlights**

### Introduction/History

On January 23, the City of Ketchum launched its first monthly e-newsletter. Each month, the newsletter will include a Staff Highlight, Business Highlight and Community Highlight.

- January Staff Highlight – Rachel Wayt, Community Service Officer for the Blaine County Sheriff's Department/Ketchum Division
- January Business Highlight – Rico's restaurant
- February Staff Highlight – Brian Christiansen, Streets Department Superintendent
- February Business Highlight – Josh Wells, Sun Valley Mustard
- February Community Highlight – Jason Miller, Mountain Rides Transportation Authority

### Current Report

Rachel Wayt moved to Ketchum 2 ½ years ago with her husband. She is as passionate about her job and this community as any native and lives by the mantra, "always treat others with respect and be the best wife, friend, daughter, co-worker you can be".

Rico's restaurant is celebrating its 30<sup>th</sup> year serving the residents and visitors of Ketchum. Since the founding of their restaurant, they continue to support as many area non-profits as they can.

Brian Christiansen moved to the valley in 1972 and has been with the City of Ketchum for 19 years. He has done an impeccable job in keeping the streets of Ketchum clean and safe. Brian hopes to remain a good example of a public servant and serve with integrity.

Sun Valley Mustard has been handcrafted in the Wood River Valley for over 28 years. Josh Wells and a group of investors acquired the company in October 2011, revitalized the brand and created a sustainable, locally owned and operated business with national reach.

Jason Miller has served as the Executive Director for the Mountain Rides Transportation Authority for six years. He has accepted a position with an electric-powered bus company based in South Carolina. Fortunately, Jason will continue to live and Hailey and remain active in our community.

Financial Requirement/Impact

There is no financial impact.

Recommendation

We respectfully recommend that the City Council and Mayor honor Rachel Wayt, Richard and Amy Albright for Rico's, Brian Christiansen, Josh Wells for Sun Valley Mustard and Jason Miller for their service to the City of Ketchum.

Recommended Motion

There is no motion required.

Sincerely,

Lisa Enourato  
Special Projects Manager

## City of Ketchum, Idaho

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February 19, 2013  
Mayor Hall and City Councilors  
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Ketchum, Idaho

Mayor Hall and City Councilors:

### **Law Enforcement Services Contract with Blaine County Saving Presentation of \$141,166.67**

#### Introduction and History

The KPD Division, since its transition in July of 2009, has built a trust account in the amount of \$287,869.83.

Presentation of \$141,166.67 refund back to the City of Ketchum.

#### Current Report

Since the contract began in July of 2009, \$287,869.83 has accumulated in the Ketchum Police trust account. This doesn't include the purchase of 2 patrol cars and an updated parking system for the City of Ketchum that were purchased from the trust in 2010 and 2011, totaling approximately another \$80,000.

\$140,000 will remain in the KPD trust account.

RECOMMENDATION: Staff respectfully recommends the Council accept this refund of **\$141,166.67** from the Blaine County Commissioners.

RECOMMENDED MOTION: ***No motion recommended***

Sincerely,

Steve Harkins  
Ketchum Police Chief

# City of Ketchum, Idaho

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February 12, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Recommendation to Approve City Sponsorship for MASSV ~ Music and Art Showcase Sun Valley**

### Introduction/History

MASSV (Music and Art Showcase Sun Valley) is a two day interactive music festival scheduled for July 5<sup>th</sup> and 6<sup>th</sup> at the River Run area in southwest Ketchum on Sun Valley Company property. 2013 will be the festival's second year.

MASSV producers Dr. Brent Russell and John Sofro made two presentations to the Ketchum Events Commission on January 10 and February 7 to request financial and in-kind support from the City of Ketchum under the City's new sponsorship policy.

### Current Report

The MASSV team has met with events & park reservations coordinator, Sharon Arms, several times regarding logistical and safety concerns of the Fire and Police Departments. Many positive changes will greet this year's event including:

- Music and camping venues in close proximity, both at River Run parking areas with music on lower lot and camping above
- No Main Street event (no road closure necessary)
- The event is "smoke free"
- A first aid booth will be staffed by volunteer nurses from St. Luke's Wood River
- No re-entry of the music venue is allowed
- Music will start later in the evening and will cease earlier in the evening

After hearing from producers, the KEC discussed an appropriate level of support from the City. The KEC is recommending \$10,000 cash support and \$4950 in in-kind City services including police and fire over time and inspections. This

### **Parks & Recreation Department**

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

amount is approximately \$2,000 less than the City's support level for last year's event.

Financial Requirement/Impact

Cash support will come from the Community & Economic Development Department's "Events Sponsorship" line item. In-kind services will be absorbed by appropriate departments.

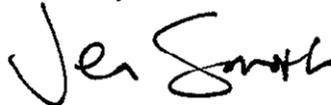
Recommendation

I respectfully recommend that the City of Ketchum support the MASSV event with a cash sponsorship of \$10,000 and in-kind services of \$4,950.

Suggested Motion

*I move to support the MASSV event with a cash sponsorship from the City of Ketchum of \$10,000 and in-kind services of \$4,950.*

Sincerely,



Jennifer L. Smith  
Director of Parks & Recreation  
Chair, Ketchum Events Commission

**Parks & Recreation Department**

Jennifer L. Smith, Director | [jsmith@ketchumidaho.org](mailto:jsmith@ketchumidaho.org)  
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February 19, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Draft Contract with Firefighters' Union**

### Introduction/History

In June, 2009, the full time firefighters of the Ketchum Fire Department voted to join the International Association of Fire Fighters ("Union"). The Union then requested to negotiate a contract with the City. Accordingly, the City formed a negotiating team consisting of the City Attorney, City Administrator, and Chief of the Fire Department. The City's team then proceeded to negotiate the terms of the contract with the Union.

After a prolonged period of time, the Union's negotiating team and the City's negotiating team have agreed on the terms of a draft contract. The contract must be approved by the City Council and by the Union's membership.

### Current Report

Attached hereto is a copy of the draft contract with the Firefighter's Union. Please review and the contract and determine if the terms are acceptable.

### Recommendation

If the terms of the contract are acceptable, I recommend approval of the contract.

### Recommended Motion:

I move for approval of the draft contract with the Ketchum Firefighter's Union.

Sincerely,

A handwritten signature in blue ink, which appears to read "Stephanie J. Bonney". The signature is fluid and cursive, extending across the width of the page.

Stephanie J. Bonney  
City Attorney

## **COLLECTIVE BARGAINING AGREEMENT**

This agreement (“Agreement”) entered into this 19<sup>th</sup> day of February, 2013, by and between the City of Ketchum, (“City” or “Employer”), and Firefighters Local Union #4758, an affiliate of the International Association of Firefighters AFL-CIO (“Union”).

As used in this Agreement, the term “Chief Executive Officer” shall mean the chief executive officer of the City or his/her designee. The term “Employee” or “Firefighter” shall mean a full-time firefighter that is employed by the City as a firefighter, and who is a member of the Firefighters Local Union #4758. The term “City Employee” shall mean any person employed by the City of Ketchum. The term “Volunteer” shall mean a paid on call firefighter.

### **ARTICLE 1- PURPOSE AND WARRANTY OF AUTHORITY**

**Section A.** The purposes of this Agreement are to establish a formal understanding relative to all conditions of employment; and to provide the means of equitable adjustment of any and all differences or grievances which may arise. Both parties hereto believe and affirm that they are acting in the best interest of the citizens of Ketchum.

**Section B.** The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq., and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

**Section C.** It is also agreed that where there are clear differences in the wording and the text of the Agreement, the Ketchum Fire Department Standard Operating Guidelines, and/or the City of Ketchum Employee Handbook, dated September 10, 2010, the Agreement shall supersede. However, all parties at the time of contracting should make every effort to point out differences so that the Agreement, the Fire Department Standard Operating Guidelines, and the City of Ketchum Employee Handbook are not in conflict.

### **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

**Section A.** The City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department, determining levels of service and methods of operation, including introduction of new equipment, the right to hire, lay-off, promote, to discipline and to discharge its Employees; to determine work schedules and assign work. Provided, that nothing in this Article shall nullify: (1) any provisions elsewhere in this Agreement, or (2) the City’s statutory obligation to negotiate with the Union pursuant to Chapter 18, Title 44, Idaho Code.

**Section B.** All supervisory and policy decisions regarding the Fire Department shall follow the recognized policy and procedures outlined in the City of Ketchum Employee Handbook and the Fire Department Operational Chain of Command as set forth in Schedule A.

**Section C.** One of the primary missions of the Employees shall be to support, promote, and enhance the Volunteers.

### **ARTICLE 3 - UNION RECOGNITION**

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment.

### **ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE**

**Section A.** The Union shall request present and future Union members to pay to the Union a uniform monthly service charge. For Union members, that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each Union Employee to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the Employee by giving written notice of such revocation to the City.

**Section B.** The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of Union Employees upon written authorization from the Employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

### **ARTICLE 5 - UNION BUSINESS**

**Section A.** During any Agreement negotiations, three members of the negotiating team, if on duty, shall be allowed time off with pay for all joint negotiating meetings which shall be mutually set by the Employer and the Union. Union business and functions may be held at an appropriate station house, provided that such meetings shall occur outside of standard business hours. Standard business hours shall be defined as Monday through Sunday, 8:00 am-12:00 pm and 1:00 p-5:00 pm.

**Section B.** Requests for time off with pay, for Union business for one (1) Employee will be granted, for one (1) Union function, with thirty days notice, each calendar year. No mileage or expenses will be paid for attendance at Union functions.

### **ARTICLE 6 - DISCRIMINATION**

**Section A.** The City agrees not to discriminate against any Employee for his/her activities on behalf of, or membership in, the Union.

**Section B.** The City and the Union agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, sexual orientation, or physical handicap.

**ARTICLE 7 - NO STRIKE**

During the term of this Agreement, no Employee shall strike or recognize a picket line of any labor organization while in the performance of his/her official duties. The parties agree to abide by Idaho Code Section 44-1811.

**ARTICLE 8 - REGULAR WORK WEEK**

The regular work week for each Employee is defined as six (6) twenty-four (24) hour shifts every nineteen (19) days consisting of 144 hours actually worked as outlined below and in Schedule B. Each Employee is assigned to either A, B, or C shift and follows that shift schedule. Two Employees from separate shifts are moved from their regular shift to fill D Shift on a regular reoccurring basis.

**A Shift:** Three (3) twenty-four hour shifts out of five days followed by four days off, three (3) twenty-four hour shifts out of five days followed by five days off, repeat.

**B Shift:** Three (3) twenty-four hour shifts out of six days followed by four days off, three (3) twenty-four hour shifts out of five days, repeat.

**C Shift:** Three (3) twenty-four hour shifts out of five days followed by four days off, three twenty-four hour shifts out of six days, repeat.

**D Shift:** One twenty-four hour shift every nineteenth day, repeat.

Twenty-four hour shifts are to start at 0730 and conclude at 0730 the following morning.

**ARTICLE 9 - BASE PAY**

**Section A.** Employees shall receive base pay in accordance with Schedule C of this Agreement. In the event of a promotion to another grade, there shall be a minimum step increase which shall be equal to at least 5% increase over current step.

**Section B.** Employees shall be eligible to participate in direct paycheck deposit programs with local banks and credit unions. This plan shall make the Employee's deposit available no later than the normal pay date.

**ARTICLE 10 – INCENTIVE PAY**

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$161.54 per pay period as incentive pay.

**ARTICLE 11- HOLIDAY**

The City shall provide the following paid eleven holidays:

New Years Day	Labor Day	Christmas Day
Martin Luther King Day	Veterans Day	
Presidents Day	Thanksgiving Day	

Memorial Day  
Independence Day

Day After Thanksgiving  
Christmas Eve

Each Employee will receive 88 hours of Compensatory Time annually for Holidays, whether the Employee works the holiday or not. Compensatory Time (“Comp Time”) for Holidays will accrue immediately after the Holiday.

## **ARTICLE 12 - EXTRA DUTY**

**Section A.** Any Employee may be required by the City to work beyond his/her normal shift. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay. Overtime will also be paid at one and one-half times for hours actually worked on duty over 144 hours in the nineteen (19) day work period established by the City. Employees on 24-hour shifts work an average of 144 hours every 19-day work period. Vacation and Sick Leave hours are not considered hours actually worked.

**Section B.** As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of hours actually worked in excess of the limitations set forth in Section A of this Article. Comp Time and Holiday time can be accumulated up to 200 hours in a Fiscal year. Comp Time hours shall be taken as an eight (8) hour minimum with a minimum of twenty four (24) hours of notification. Employees may carry over up to eighty (80) hours of Holiday time and Comp Time into the following year pursuant to Article 16, Section C.

**Section C.** Any Employee who is called back to work from off duty shall be paid at least one hour minimum at the Employee's overtime rate. This shall also include schooling and training if an Employee is authorized to attend. If the Employee is called within one (1) hour of a regularly scheduled shift, Comp Time shall accrue at a one (1) hour minimum.

**Section D.** If off duty, Employees will receive extra duty compensation for attending court proceedings if the Employee receives a subpoena. The reason for the subpoena must be directly related to on-duty actions or observations.

## **ARTICLE 13 - WORKING OUT OF CLASSIFICATION (“WOOC”)**

**Section A.** Compensation for WOOC is provided as monetary recognition to an Employee for the assumption and performance of duties normally performed by an Employee of higher classification. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities and duties of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his/her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed upon period of time.

**Section B.** In the hierarchy of the fire service, the highest ranking Employee working a shift is acknowledged as the “Shift Officer.” Normally that person is the shift Captain; however when that Captain is not working, the Shift Officer automatically moves into that classification

and assumes all of their duties. If an Employee works out of class for more than thirty (30) days, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

**Section C.** When the temporary assignment is completed, the Employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustments and step increases, if the WOOC pay had not been made. The Employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

**Section D.** If the assignment is D-Shift, then the Employee assigned as the Shift Officer will be paid the WOOC pay incentive, as set forth in Section B of this Article, starting on the first day of the assignment.

#### **ARTICLE 14 – UNIFORMS**

Uniform standards are established by management. Uniforms required by the City shall be provided by the City and replaced as needed. All protective clothing or protective devices required of any Employee in the performance of his/her duties shall be furnished to him/her by the City. Employees shall use reasonable care and maintenance of all City provided uniform items, protective clothing, and devices. Replacement for station uniform items may be limited by the Fire Department Management. Station uniform items shall consist of winter boots, summer shoes, dress shirts, shorts, winter coats, hats, sweatshirts, t-shirts, and pants. All protective clothing and safety equipment required by applicable federal or state regulations shall be paid by the City.

#### **ARTICLE 15 – MILEAGE ALLOWANCE**

Any Employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.

#### **ARTICLE 16 – VACATION LEAVE**

**Section A.** The rate at which vacation leave ("Vacation") is accrued shall be as outlined in Section B of this Article.

**Section B.** Maximum accrual shall be as follows:

Monthly Accrual (Hours)	Maximum Accrual (Hours)
• 10 0-4 years	300
• 14 5-9 years	325
• 16 10-14 years	350
• 20 15-19 years	375
• 22 20-24 years	400
• 26 25+years	425

**Section C.** On September 30<sup>th</sup>, Employees who have accrued Vacation or Comp Time in excess of their allowed annual carryover limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30<sup>th</sup>, unless the Employee has been approved to use the excess hours by the end of the City's fiscal year; September 30<sup>th</sup>.

**Section D.** Vacation, and Comp Time may accumulate to the maximum amount set forth in Article 16, Section B and Article 12, Section B of this Agreement except if an Employee is unable to use Vacation or Comp Time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation leave and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, prevent the Employee from taking Vacation or Comp Time, the Vacation or Comp Time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City, all accumulated Vacation, and Comp Time hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

#### **ARTICLE 17 - ACCUMULATION OF SICK LEAVE**

**Section A.** Sick leave will accumulate at the rate of 13 hours per month. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work for 144 hour/19 day Employees at the discretion of the Fire Chief. Verification of illness by a physician or other compelling evidence may be required for any illness involving more the three (3) consecutive shifts of work for 40 hour Employees at the discretion of the Fire Chief.

**Section B.** Any Employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave as set forth in the City of Ketchum Employee Handbook.

#### **ARTICLE 18 - MEDICAL COVERAGE PROGRAM**

The City will provide medical and dental coverage as well as a vision program to the Employees at the same level and cost as is provided to all other City Employees.

#### **ARTICLE 19 - STAFFING POLICY**

The Chief of the Fire Department, as an administrative procedure, shall establish staffing requirements.

**Section A.** The minimum shift staffing level is set at two (2) Employees on duty at all times with the following minimum qualifications.

- All Employees will maintain the level of EMT-I85 with the State of Idaho within one (1) calendar year of being hired.
- All Employees will be trained as Senior Engineers within one (1) calendar year of being hired.

- At least one (1) member with the qualification of EMT-P will be on shift at all times.
- At least one (1) Employee will be on shift at all times.

**Section B.** Leave request (Comp Time, Vacation, etc.) will only be denied if the minimum staffing guidelines in Section A of this Article cannot be met. When it becomes necessary to fill a shift as a temporary assignment, in order to meet the guidelines set forth in Section A of this Article, the following guidelines will be adhered to:

- 1) The shift will be offered to an Employee.
- 2) The shift will be offered to a qualified Volunteer.
- 3) Leave is denied.

**Section C.** A representative from the Union will have a seat in the process of hiring new Employees who are covered by this Agreement. Such Union representative will participate in the interviews, the post interview discussions and will have the right to express his/her opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make the final recommendation to the Chief Executive Officer, who has the final authority in all hiring decisions.

**Section D.** In the event the shift staffing level set forth in Section A of this Article cannot be met, the Fire Chief or designee reserves the right to exercise mandatory call back in the order set forth on the rotating overtime list located in the log book.

## **ARTICLE 20 - SHIFT CHANGE**

Any Employee will have the right to exchange shifts or trade with any other Employee, provided minimum staffing levels are maintained. The practice of exchanging shifts or trading time will be a voluntary program by the Employees.

When an Employee is absent from work under the exchange of shifts policy, no other Employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, the Employee who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave.

## **ARTICLE 21 - LIMITED DUTY**

**Section A:** Any Employee who is temporarily incapacitated and has a limited duty statement from his/her doctor may be allowed to return to work to perform any of the following duties:

1. Preparation of materials for inspection and training.
2. Light duty equipment and station maintenance.
3. Fire prevention work.

4. Other Fire Department related duties as assigned.

Limited duty assignment may be limited to one (1) person on each shift. 8:00 am-5:00 pm, Monday through Friday, shall be deemed the light duty shift for said individuals. Employees after 45 days of limited duty shall be evaluated by an independent doctor as agreed upon by both the Union and the City to evaluate the individual's ability to return to work. Employees that are not able to return to regular duty after 180 days may be terminated.

**Section B.** Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by worker's compensation shall be equal to the difference between the worker's compensation for lost time and the Employee's regular salary rate.

## **ARTICLE 22 – PERSONNEL REDUCTIONS**

An Employee may be separated without prejudice because of lack of funds or curtailment of work. Layoffs will be made by management based on the critical needs of the Fire Department, the certifications held by an Employee, and the seniority of the Employee. Certifications to be considered are:

1. NREMT-P
2. Rope Rescue Tech III
3. Senior Engineer
4. Idaho State Certified EMS Instructor
5. Idaho State Certified Fire Instructor

This reduction policy shall not apply to temporary Employees.

## **ARTICLE 23 - SETTLEMENT OF DISPUTES AND DISCIPLINE**

For the purpose of this Agreement, a dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. Disputes that arise pursuant to the interpretation of state or federal law or on issues not addressed by the Agreement are not subject to this Article.

**Section A.** Labor disputes or differences arising between the City and the Union and the Employee, including differences or disputes as to the meaning, application or operation of any provision of this Agreement, shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance.

**Section B.** First year Employees are entitled to grievance procedures concerning wages and working conditions only.

**Section C.** Any Employee who has a grievance concerning interpretation of this Agreement shall notify in writing the Union leadership within thirty (30) calendar days from the date of the grievance. The Union leadership will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt

of the grievance, and the Union shall determine if a grievance exists. If in the Union's opinion no grievance exists, no further action is necessary.

**Section D.** If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, each shall notify the Mayor and City Council in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

**Section E.** If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F of this Article.

**Section F.** In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor and the City Council, the Union and the City may mutually agree to non-binding mediation, and the costs shall be shared equally. If in the event both sides fail to reach an agreement through mediation, it may be submitted to arbitration in accordance with Section G of this Article. Unresolved issues concerning discipline are mandatory subjects of arbitration.

**Section G.** The issue may be submitted to arbitration in accordance with the following procedures:

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.
- The party requesting arbitration will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.
- The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.
- The Arbitrator shall have only such jurisdiction and authority to interpret and apply the provisions of the Agreement as shall be necessary to the

determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.

- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

**Section H.** Where a complaint alleges discrimination based on race, creed, color, religion, sex, sexual orientation, or physical handicap, the City's affirmative action complaint procedure will be utilized. In matters dealing with sexual harassment, the City's sexual harassment complaint procedure will be used.

## **ARTICLE 24 - DISCIPLINE AND DISCHARGE**

**Section A:** Employment with the City of Ketchum is "AT WILL," subject to the progressive discipline provisions set forth below.

The City may discipline or discharge Employees subject to the provisions of this Agreement. Such discipline or discharge shall be fair and impartial, and progressive discipline, including a written warning followed by a suspension, shall be implemented prior to the discharge of any Employee. No such prior warning or suspension shall be necessary if the cause for suspension or discharge is related to employment and consists of:

- a) Conviction of the violation of any state or federal felony involving moral turpitude;
- b) Theft from the Employer of property with a value in excess of \$10;
- c) Insubordination
- d) Unlawful action that results in substantial risk of serious bodily injury or death to any person;
- e) Reckless conduct which results in serious personal injury or property loss in excess of \$2,500;
- f) Conviction of any felony or misdemeanor which prevents the Employee from performing the duties of the job;

**Section B:** The City may suspend an Employee with pay for a period up to 10 business days when necessary to protect the health, safety or welfare of Employees or the public.

**Section C:** The Union shall be entitled to challenge any discipline or discharge through the grievance procedure established in this Agreement. If a termination is challenged, the Employee is not entitled to compensation during the challenge. In the event that the Union prevails in its challenge, the Employee will be made whole.

**Section D:** Discipline shall consist of verbal warnings (which may be documented by an informal writing provided to the Employee), written warnings (which shall be documented by a formal writing provided to the Employee), suspension without pay, and discharge. All discipline other than verbal warnings shall be in writing with copies to the affected Employee.

## **ARTICLE 25- RESIDENCY REQUIREMENT**

Employees, regardless of when hired, may live anywhere, inside or outside of the City limits, provided they reside within the following borders of Blaine County:

- South of Galena Summit,
- North of Hwy 20,
- East of the intersection of Hwy 20 and Rock Creek road proceeding north on a straight line to Dollarhide Summit, and
- West of Cut Off Road.

## **ARTICLE 26 - NEPOTISM**

**Section A.** No relative related within the first degree of an Employee can be hired by the City to work within the Fire Department. Any Employees that are married as of the date of adoption of this Agreement shall be grandfathered and can continue to hold employment with the City

**Section B.** No two department heads within the City may be related within the first degree.

**Section C.** No supervisor shall supervise another Employee if the supervisor and Employee are engaged in a sexual relationship.

**Section D.** Relationships between Employees and Volunteers shall not interfere with work duties.

## **ARTICLE 27 – PHYSICAL FITNESS PROGRAM**

The City and the Union both agree to the importance of physical fitness. Being physically fit is important for firefighter readiness and is a major step towards living a healthy life.

Employees shall complete and pass an annual pack test by June 15<sup>th</sup> of each year. Employees that fail the Pack test are entitled to re-take the pack test two (2) additional times within thirty (30) days. Employees failing the pack test after three attempts shall be placed on light-duty and shall undergo a fitness for duty physical within thirty (30) days of the third attempt.

## **ARTICLE 28 - SUBSEQUENT CONTRACTS**

**Section A.** Not later than April 1st of the year in which an agreement is to be opened for negotiation, the Union President shall advise the Chief Executive Officer in writing of intent to negotiate and supply a roster of the Union's negotiating team. The Chief Executive Officer shall acknowledge receipt of the Union proposals within ten (10) weekdays and shall provide to the Union President in writing a roster of the negotiating team representing the City.

**Section B.** In the event any items in negotiation remain unresolved thirty (30) days after the initial bargaining session, upon request by the City or the Union, a fact finding commission shall be appointed in accordance with Title 44, Chapter 18 of the Idaho Code. The fact finding commission shall hold hearings and make recommendations in accordance with Idaho law.

#### **ARTICLE 29 - SAVING CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### **ARTICLE 30 - TERMS OF AGREEMENT**

This Agreement shall be effective on the 4<sup>th</sup> day of February, 2013, and shall remain in full force and effect until midnight on the 30th day of September, 2014 pursuant to Idaho Code Section 44-1804.

#### **ARTICLE 31 - PREVAILING RIGHTS**

All wages, rates of pay, working conditions and all other terms and conditions of employment held by the Employee at the time of execution of this Agreement, which are not included in this Agreement but are mandatory subjects of bargaining under Idaho Code 44-1802, shall remain in force unless changed by mutual agreement evidenced by writing.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement, to be effective this 19<sup>th</sup> day of February, 2013.

FOR THE UNION:

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President Local #4758

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Vice President Local #4758

FOR THE CITY OF KETCHUM:

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Mayor

ATTEST:

---

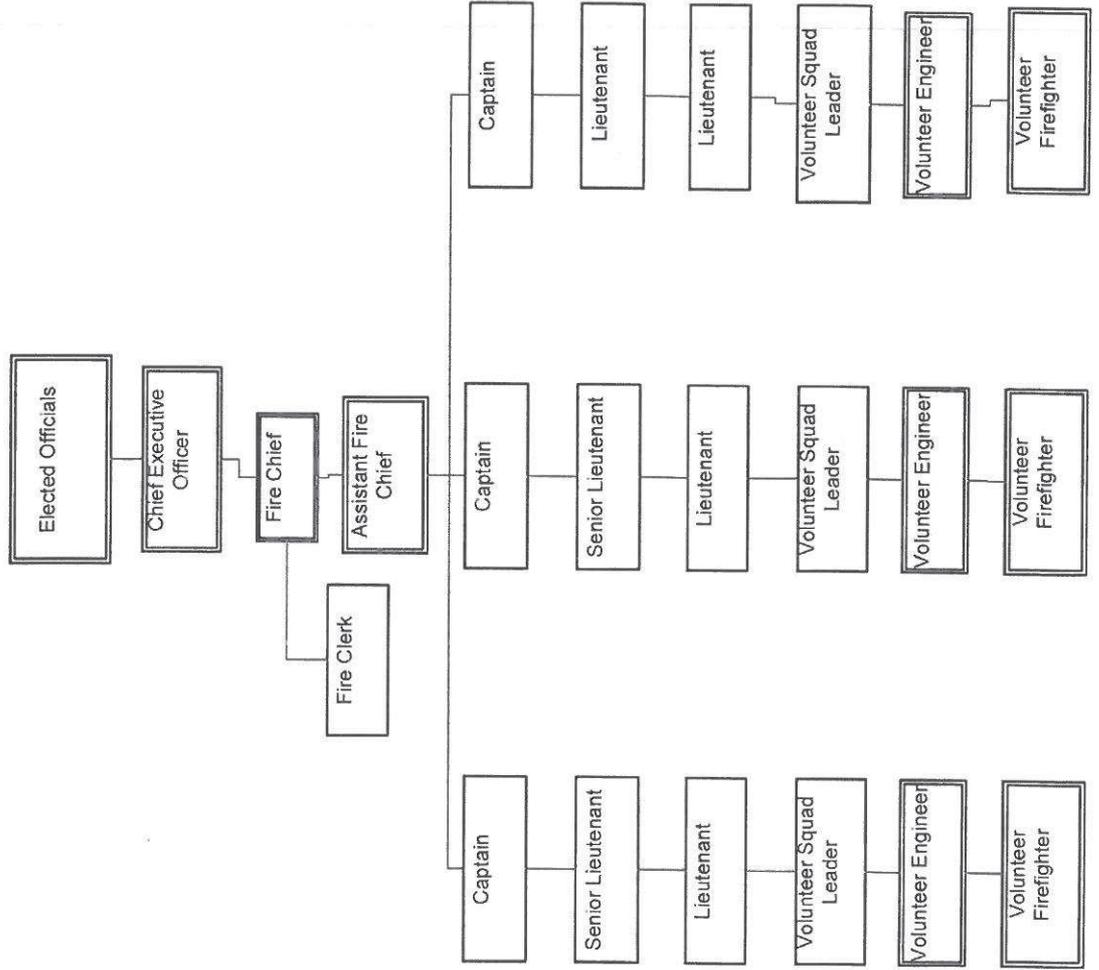
City Clerk

# Schedule A

Fire Department Operational Chain of Command

# Ketchum Fire Department Operational Chain of Command

09-10-2009



# Schedule B

Fire Department Shift Schedule



# Schedule C

Fire Department Base pay

## KFD Monthly Base Pay

	Rank	Steps	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
Grade 6	FF/Eng		3,331	3,448	3,566	3,683	3,800	3,917	4,036	4,153	4,270
Grade 7	Lieutenant		3,701	3,831	3,961	4,092	4,223	4,353	4,483	4,614	4,744
Grade 8	Sr. Lieutenant		4,111	4,256	4,401	4,546	4,691	4,836	4,981	5,125	5,271
Grade 10	Captain		5,076	5,254	5,434	5,613	5,791	5,970	6,150	6,329	6,507

Update 10/1/2012

# City of Ketchum, Idaho

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



January 29, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors,

## Fire Department Consolidation Study Update

### Introduction/History

The cities of Ketchum and Sun Valley undertook a Fire and EMS Consolidation Study that was published in August of 2007. No action between the cities occurred as a result of that study however the Ketchum Fire Department made some internal changes that have made our department better at delivering emergency services. The attached proposal and contract are for an audit and update of the Ketchum Fire Department portion of the original study.

### Current Report

This proposal and contract is for an in-depth review of the fire department including a comprehensive assessment of our operations, budget, staffing and training. The overall objective will be to evaluate our strength and weaknesses which will guide management in future planning and organizational structure. In addition, the study will qualify the value of our fire department to our citizens and neighboring jurisdictions.

### Financial Requirement/Impact

The cost of this consolidation study update is \$22,850 which would come from the General Fund Contingency budget.

### Recommendation

I respectfully recommend that the City Council approve the Fire Department Audit Agreement as presented and authorize the Mayor to sign it.

### Recommended Motion

"I move to approve the McGrath Fire Department Audit Agreement".

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Elle", is written over a light blue rectangular background.

Mike Elle  
Fire Chief



Chief Mike Elle  
Ketchum Fire Department  
P.O. Box 966  
480 East Avenue North  
Ketchum, ID 83340

Dear Chief Elle,

It was a pleasure speaking with you the other day. As I understand the intent of your request, it is to have our firm submit a proposal to update the previous audit and then determine both quantifiably and qualitatively the value of the Ketchum Fire Department's costs for providing resources: personnel, apparatus, and emergency services to neighboring jurisdictions.

Such an undertaking will require reviewing and updating the Ketchum portion of the consolidation study conducted by our firm in August 2007. It is my understanding this is not another consolidation study; rather, what is the impact on the City of Ketchum both fiscally and protection wise each time the Ketchum Fire Department responds into another jurisdiction such as the City of Sun Valley.

Although the August 2007 study did conduct a comprehensive assessment of the Ketchum Fire Department, it would be necessary to reassess and update the current services and resources of your organization.

Please feel free to call me if our proposal does not address all aspects of your intended outcomes, or if you have any questions.

Sincerely,

*Tim Mc Grath*

Tim McGrath Ph.D.  
CEO

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## **Firm Background**

McGrath Consulting Group, Inc. was founded in May of 2000 with a mission to assist municipal agencies that wish to provide cost-effective, high quality services in public safety.

**Address:** McGrath Consulting Group, Inc.  
P.O. Box 190  
Wonder Lake, IL 60097

**Office:** Wonder Lake, IL

**Contact:** Phone: (815) 728-9111  
Fax: (815) 331-0215  
Cell: (815) 307-2780  
Web: [www.mcgrathconsulting.com](http://www.mcgrathconsulting.com)  
Email: [tim@mcgrathconsulting.com](mailto:tim@mcgrathconsulting.com)

**Federal Tax I.D. #:** 01-0774070

**CEO:** Dr. Tim McGrath

## **Firm Identification & Qualifications**

McGrath Consulting Group, Inc. & McGrath Human Resources Group (a new subsidiary of McGrath Consulting) specializes in public sector consulting predominately in the fields of fire, EMS, police, human resource management, and other municipal services. The principals of the company have over 50 years of public sector experience. McGrath Consulting employs approximately twenty seven staff members (principals, consultants, and clerical) that may be used on any study depending on the area of expertise required.

## **Understanding of the Project**

Our firm has had the opportunity of working with the City of Ketchum and the Ketchum Fire Department on a project which required a comprehensive assessment of the fire department. We anticipate that this current project will allow us to utilize that familiarization to update the components of the previous study. The results of the proposed project will clearly identify the value of the Ketchum Fire Department resources to neighboring communities/departments.

## **Study Methodology**

In order to place a value on resources of the Ketchum Fire Department, the consulting team must conduct a comprehensive assessment of fire department as it exists today as well as in the future. From analysis of these findings, the consulting team will place both a quantifiable and qualitative value on services provided. This will allow the City of Ketchum to determine what type of agreement for services to outside agencies is appropriate. For example: should the City continue to provide mutual and/or automatic aid under a reciprocity agreement. If so, what does the City of Ketchum get in return and is it beneficial, and have equality? Should the City of Ketchum enter into some type of annual contractual agreement with neighboring communities/departments? Should the City establish an hourly rate for apparatus and personnel, including special team's activities and bill the users when those services are utilized? Could the reciprocity with another community or service provider be of a completely different type of service (non-fire/EMS) provided in return for usage of the Ketchum Fire Department? The consultants believe that the study process will identify opportunities that results in better equality for providing services to others.

The study will address the following topics which are briefly described below. Inasmuch as our firm conducted a similar assessment in 2007 some of the areas would only need to be updated.

Each objective has considerable depth and this outline is intended to illustrate the scope of work – not the breadth of the topic.

### ***Objective – Department Overview/Operations***

- Assess the current overall department operations for efficiency and effectiveness – information used as the basis for recommendations
- Gain an understanding of the history and culture of the organization
- General overview of the department and protection area (City & District)
- Assessment of the current departmental operations
- Analyze the department's organizational structure
- Evaluate the department's operations for compliance with commonly accepted standards
- Review of current trends in emergency and non-emergency demands

### ***Objective – Suppression/EMS Delivery System***

- Data collection for the last three years to determine trends in:
  - Emergency responses
    - Fire
    - EMS/Rescue
- Analysis of current emergency operations:
  - Types of emergency incidents
  - Response times
  - Time of emergency alarms
  - Day of the week of emergency
  - Simultaneous call data
- Assessment of existing department strategic plan
- Assessment of current mutual aid and automatic response agreement(s)
  - Identify the amount of mutual/automatic aid given

### ***Objective – National Standards Comparison***

- Impact of national emergency response trends
- Significance of national, state, and local fire service standards:
  - National Fire Protection Association (NFPA) (includes NFPA 1710)
  - Insurance Service Offices, Inc (ISO) rating significance to the community
  - Occupational Safety and Health Administration (OSHA)
  - Center for Public Safety Excellence (CPSE) – formerly the Commission of Fire Accreditation International (CAFI)
- Assessment of the department's compliance with industry standards

### ***Objective – Staffing***

- Evaluation of existing staffing philosophy
  - Career
  - Part-time
    - Paid-On-Call
    - Paid-On-Premise
  - Future staffing needs
- Appropriateness of staffing methods, numbers, and distribution of personnel
  - Administrative and support staff
  - Suppression/EMS staff
  - Fire Prevention staff
- Staffing deployment in station and on apparatus
- Evaluation of callback/overtime procedures
- Evaluate the responsibilities and activity levels of personnel
- Assess span of control of officers

### ***Objective – Management Component***

- Examine leadership effectiveness

- Determination of the managerial leadership philosophy:
  - Alignment with the City's strategic initiatives
  - Best practices to ensure a unified department team in providing services
- Gain an understanding of past management practices and impact on the culture of the organization
- Evaluate the department's leadership and management team structure
- Review existing policies and procedures of the department – evaluate against industry best practice:
  - Standard Operating Guidelines/Procedures – both emergency and non-emergency services
- Evaluate the use of information technology
  - Department software capabilities and functionality

### ***Objective – Personnel Management***

- Audit of human resource policies and practices
- Assessment of employees record management systems
- Assessment of current compensation, payroll, and benefits
- Examination of current employee contractual agreements
- Assessment of management/labor relationship
- Examination of recruiting and hiring practices
- Assessment of employee retention programs
- Appraisal of the promotional process
- Review existing ranks and titles of the leadership team
- Review disciplinary process

### ***Objective – Facilities***

- Evaluation of the current stations location – utilizing GIS mapping
- Evaluation of the current facility and its limitations – both support and emergency appropriateness
- Illustrate travel time/distance utilizing GIS mapping from the current station
- Determine if the existing fire station is located in the most advantageous location
- Compliance of existing facility to industry safety standards (i.e. ADA)
- Identify future facility needs (including additional, reduction, or relocation of station(s))

### ***Objective – Apparatus/Equipment***

- Assess and evaluate the current condition and limitations of apparatus/equipment
- Assessment of types of apparatus, age, and appropriateness for the City
- Evaluation of the apparatus replacement plan – if needed develop a replacement plan
- Identification the department's current and future vehicle/apparatus and equipment needs; including reduction of apparatus/equipment if warranted

### ***Objective – Public Safety Answering Point (PSAP) – a.k.a. Dispatch***

- Assess the effectiveness of the current Public Safety Answering Point (dispatch)

### ***Objective – Training***

- Evaluate training records for the past three years
- Assessment of the training program
  - Facilities
  - Resources
  - Programs/Curriculums
  - Schedules
  - Records
    - Certificates
    - Record keeping procedures
- Assess and evaluation of training facilities
- Evaluate the training program outcomes

### ***Objective – Fire Prevention/Public Safety Education Programs***

- Review of current fire prevention and fire inspection programs
  - Types of inspections
  - History of inspections
  - Number and types of re-inspections
  - Trends in inspection demands
  - Trends in permits
  - Plan review procedure
  - Departments sharing of information and resources
- Existing or future impact of fire codes
- Evaluate construction trends in the department's response area
- Assessment of public safety education programs
- Identify opportunities in partnerships in public safety education

### ***Objective – Fiscal Analysis/Forecast***

- Analyze the department's current fiscal condition
- Evaluation of the operational and capital budgets
- Review historical data (3-years) of the department revenue and expenses
- Analyze the department's fiscal efficiency
- Identify future fiscal forecast and associated challenges
- Identify potential savings and costs both short and long term
- Identify future funding options
- Identify potential additional funding sources for fire and EMS
- Identify cost recovery programs/options
- Identify future (short and long term) capital programs
- Identify methods for financing capital needs

- Identify funding methods for apparatus/vehicle replacement

## **Assessment Analysis**

Upon completion of the assessment the consultants will provide options for the City to consider how the fire department will provide services to other municipalities or fire departments.

Wherever possible a fiscal implication will be included in the options. The fiscal implications will address what it costs the City of Ketchum to provide services outside of its protection area; including any additional resources the Ketchum Fire Department would need.

The consultants will address what is an appropriate reimbursement or reciprocity for service provided by the Ketchum Fire Department to other municipalities or departments. Once all of the options and their fiscal implications have been identified, the consultants will provide a recommendation as to what option is in the best interest of the City of Ketchum.

## **Project Consulting Team**

McGrath Consulting Group, Inc. and McGrath Human Resources Group will both participate in the study in their respective areas of expertise. The following consultants will be assigned throughout the duration of the project:

### ***Project Manager – Dr Tim McGrath***

As CEO of McGrath Consulting Group, Inc. Dr. Tim McGrath is the visionary founder of the organization. His 33 years of experience in Fire and EMS as well as his ability to develop innovative solutions makes McGrath Consulting different than other firms. Dr. McGrath started his career as a volunteer firefighter, and went through the transition of an informal group of civic minded individuals to an integral department within the Village of Gurnee, IL. During his tenure with Gurnee, the Village rapidly grew from a small bedroom community to one that hosts a Six Flag Great America, and at the time, the world's largest shopping center – 2.2 million square feet under one roof. Dr. McGrath was in administrative positions during both of the ventures, so understands the opportunities and challenges growth brings to the fire service.

Dr. McGrath was part of the first paramedic pilot program in the State of Illinois. Through his leadership, he brought in the first non-education based paramedic training program in the City of Brookfield fire department. Thus, the City of Brookfield Fire Department became a profit center training all paramedic personnel for Waukesha County, WI.

Dr. McGrath's passion is in consolidation of services. This can entail a wide range of relationships from simply sharing resources to full consolidation and integration of services. Thus, conducting an analysis of each department, Dr. McGrath is able to identify the areas for greater cooperative efforts that continue to provide quality services in a cost-efficient manner.

Though his experience and innovative mind set, Dr. McGrath is able to identify and address key issues – current and future. It is through this combination of education and work experience, as well as working with over 140 organizations in 19 states, he brings a vast amount of first-hand knowledge to the assessment of emergency services.

### **Education**

Walden University

Doctorate – Administrative Management

Dissertation: Attitudes on Consolidation in the Fire Service

Webster University

Master of Arts -- Public Administration & Management

University of Wisconsin – Stout

Bachelor of Science – Industrial Education

College of Lake County

Associate Degree – Fire Science Technology

### **Lead Consultant – David Berousek**

Chief David Berousek is a senior consultant with McGrath Consulting Group, Inc. He has extensive experience in the fire/EMS service, specializing in consolidation of fire/EMS departments. Chief Berousek initiated and developed a Paramedic First Responder Program model used throughout Milwaukee County Emergency Medical Services. The Milwaukee County Emergency Medical Services system is a countywide system covering 241 square miles and serving approximately 960,000 people. It includes 19 separate municipalities that each

provides their own ALS and BLS services through oversight of Milwaukee County EMS division.

As Fire Chief, Chief Berousek was responsible for the first and largest consolidation of seven independent fire departments. Chief Berousek assumed full responsibility for final implementation of the consolidation after working collaboratively on strategic planning for two years with all associated village presidents, police chiefs, public safety directors, and non-elected officials.

As Fire Chief for the North Shore Fire Department, Chief Berousek had full responsibility for building a new facility; chairperson of a station location team; construction of a state of the art training center; strategic planning with the seven mayors that comprised the consolidated district's management board; liaison between the seven communities; as well as budgeting, planning, fire suppression, EMS, and fire prevention. He was also instrumental in developing the District Board's operating and financial agreement. Chief Berousek created the North Shore Fire Rescue fund, through community donations, whose purpose was to provide means to train staff in management/leadership skills for future promotions. Thus he brings over 30 years of diverse experience.

In addition to his role in the fire service, Chief Berousek served as County Supervisor for Ozaukee County, Wisconsin. Therefore, in addition to being a subject matter expert for consolidations, he also brings the insights of being on the policy making side of government operations.

To encourage those toward the fire service, Chief Berousek established the Public Fire Education Program; founded Project Reassurance with local nursing homes to ensure personal welfare for seniors; launched Boy Scout Explorer Post to expose area youth to careers in the fire service; and inaugurated a high school Cadet Program offering student internships at fire stations.

### **Education**

Harvard University, Kennedy school of Government

Leadership for Senior Executives in State and Local Government

University of Maryland Fire and Rescue Institute  
National Fire Service Emergency Medical Staff and Command School  
Southern Illinois University  
Bachelor of Science – Fire Service Administration  
Triton Community College  
Associates Degree – Fire Technology

***Fiscal – Robert Stedman***

Chief Robert Stedman is a Senior Consultant with McGrath Consulting Group, Inc. Prior to joining McGrath Consulting, Chief Stedman spent 23 years in the fire service starting as a firefighter, the moving up the ranks to Fire Chief for the City of Waukesha, WI. As Fire Chief for the City, he supervised a career staff of 98 members serving approximately 22 square miles of a growing community which included residential, commercial and retail areas.

Chief Stedman was responsible for all activities of a metropolitan fire department. He provided leadership and support to strategic planning, budgeting, Basic Life Support and Advanced Life (Paramedic), communications, and special teams – serving as the County’s Level B Hazardous Materials coordinator; as well as the fire suppression and prevention.

In addition to actively serving in the fire service, Chief Stedman has also been involved in the education of public safety as the College Dean for six major program areas including Fire/EMS, Law Enforcement and Homeland Security. These positions included coordinating and planning the curriculum, faculty, and program evaluation. He currently is employed by the Milwaukee Area Technical College system as Manager – Emergency Management Grant Project.

To add diversity to his experience, Chief Stedman served as a Town Board Supervisor for one of Wisconsin’s largest townships. In his capacity as Supervisor, he served as the Chairperson of the Finance Committee which included the automation of departments, and the remodeling of the Town hall.

Chief Stedman is a member of the International Fire Chiefs Association; Wisconsin Department of Commerce; Chair of Southeastern WI COAD (Citizens and Organizations Active in

Disasters); Vice President of St. Joseph's Medical and Dental Clinic; and City of Waukesha Information Technology Advisory Committee.

### **Education**

University of Wisconsin – Stout  
Masters of Science – Vocational & Technical Education  
Southern Illinois University  
Bachelors of Science – Fire Science Management  
Gateway Technical College  
Associate Degree – Fire Science

### **Human Resources – Dr Victoria McGrath**

Dr. Victoria McGrath has an extensive background in the field of human resources, predominately in the public sector; but also has a number of years in the private sector having worked in health care, banking, and education. In 2012, due to the ability to serve organizations in human resources beyond public safety, McGrath Human Resources Group was formed and Dr. McGrath serves as CEO of this subsidiary organization of McGrath Consulting Group, Inc. She brings over 29 years of experience in all phases of human resources.

Her professional experience includes the City of Brookfield, WI, which had in excess of 500 employees, including 5 labor unions; the Elmbrook School District, WI – the 2<sup>nd</sup> largest school district in Wisconsin, also with 5 labor unions; and Citicorp Banks. Thus, she has dealt with labor/employee relations; policy, procedure and labor compliance; benefits and compensation; recruitment and staff development.

As a labor negotiator, Dr. McGrath has represented management while utilizing a consensus style bargaining for a variety of public sector unions. During contract negotiations with the Fire Union, the entire contract was re-written in order to accommodate the first paramedic training center located outside an educational institution.

Through her education and experience in both working and consulting in human resources, she has developed an extensive background in analysis and development of compensation systems,

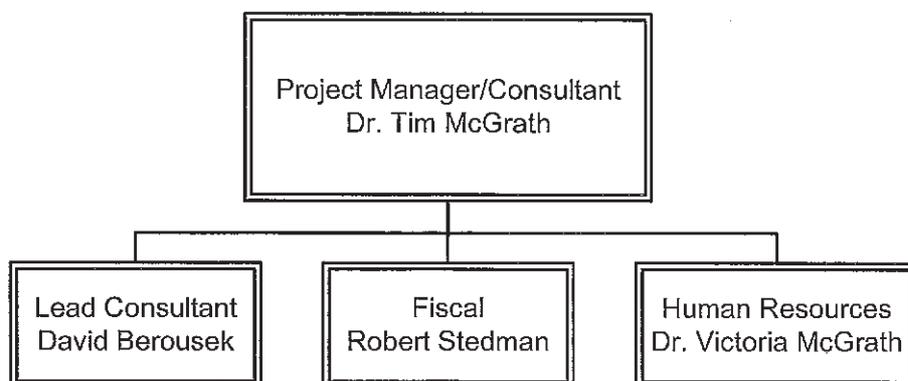
overtime analysis and FLSA compliance, labor contract analysis, and development of integrated human resource systems – recruitment, compensation, policies & procedures, and performance management. In addition to the evaluation of all aspects of a department/organization’s personnel systems, she has also worked with department supervisory personnel to ensure efficiency in job responsibilities either within a single department, or across departments within an organization. When called upon, she has then integrated these recommended position changes within the organization’s compensation system.

In addition to her role as CEO of McGrath Human Resources Group, Dr. McGrath is an adjunct professor at Northwestern University teaching in the Masters of Public Policy. A member of the Society for Human Resource Management, Wisconsin City/County Management Association, International Public Management Association for Human Resources; and World at Work.

**Education**

- University of Wisconsin – Milwaukee
  - Ph.D. Administrative Leadership
  - Dissertation: The Learning Organization: Lessons and implications for municipal government
- Cardinal Stritch College
  - Masters of Management
- University of Wisconsin – Milwaukee
  - Bachelor of Science -- Industrial Relations/ Finance
- Federal Labor Relations Administration – Labor/Management Relations Training

**Consulting Team Organization Chart**



## Project Schedule

McGrath Consulting Group, Inc. suggests a project schedule as shown in the table below. Site visits might vary slightly depending on the schedule of those to be interviewed and findings during the interviews.

Task	January	February	March	April	May
Contract completion/signing	■				
Data collection	■				
Date review @ 1st Site Visit		■			
Key stakeholder interviews		■			
Data analysis		■	■		
2nd site visit			■		
Stakeholder interview			■		
Develop report components			■	■	
Writing draft report			■	■	
Submit draft report				■	
Address draft clarifications					■
Proofreading & printing					■
Final report completion					■

## References

### City of Ashland, KY

**Contact:** Mr. Stephen W. Corbitt – City Manager (606) 327-2002 [scorbitt@ashlandky.org](mailto:scorbitt@ashlandky.org)

**Project:** Comprehensive assessment of fire department special areas of concern were staffing and means to improve the fiscal efficiency of the department.

### City of O’Fallon, IL

**Contact:** Ms. Pamala Funk – Assistant City Administrator – (618) 624-4500

Email: [pfunk@ofallon.org](mailto:pfunk@ofallon.org) or

Fire Chief Brent Saunders – (618) 622-1461

Email: [bsaunders@ofallon.org](mailto:bsaunders@ofallon.org)

**Projects:** (multiple) Comprehensive fire department audit and master plan. Fire station location master plan. Currently just completed a compensation study for all City positions.

**Bloomington Fire Protection District, IL**

**Contact:** Chief Michael McNamara – (630) 894-9080 – Email:

[michaelm@bloomingtonfire.com](mailto:michaelm@bloomingtonfire.com) or

Mr. Tim Deutschle – Board of Trustees -- Email: [tdeutschle@sbcglobal.net](mailto:tdeutschle@sbcglobal.net)

**Project:** Comprehensive fire department audit with special emphasis on station relocations and fiscal implication of mutual/automatic aid

**City of Wyoming, OH**

**Contact:** Former City Manager, now City Administrator of the City of Issaquah, WA – (425) 837-3033. Email: [robert9468@yahoo.com](mailto:robert9468@yahoo.com)

**Project:** Multiple projects for the City involving the fire department audit/master plan, EMS consolidation, police department audit, and executive search for Fire Chief.

**Fox Lake Fire Protection District, IL**

**Contact:** District Board President – Linda Walleck (office) (815) 675-1130 – Ms. Walleck is more difficult to contact. Email: [lindawalleck@pruvisionsrealty.com](mailto:lindawalleck@pruvisionsrealty.com) or

Fire Chief Ronald Hoehne – (847) 587-3973. Email: [ronhoehne@flfpd.org](mailto:ronhoehne@flfpd.org)

**Project:** Multiple projects related to reorganization of a contractual fire department to a Municipal Fire District.

**Services Expected of the Department & Village**

The consultant team anticipates cooperation with departmental personnel in obtaining the necessary data. A list of the type of data will be sent to the appropriate individual(s) well in advance of the first site visit by the consulting team. In almost all cases, the data requested is readily available from previous department reports or activity logs.

Minimum help is required in the initial identification of stakeholders, as well as list of phone numbers and/or addresses to reach those parties. Some assistance in scheduling interviews may be needed.

## **Deliverables**

McGrath Consulting Group, Inc. will deliver a draft report to a designated individual – by the requested time. The intent of the draft report is to allow review of the document to assure that all areas outlined in the proposal have been addressed, the report is clear and concise, the consultants have not misinterpreted any data, and there are no obvious errors.

The consultants will communicate with the City on any issue raised during the draft review. Upon approval of the draft report the consultants will provide one PDF disk copy for reproduction by the client. If the client requests hardbound copies of the report, they will be provided and the City will be charged the cost of printing and shipping only.

## **Project Cost**

As a previous client, we will use the project schedule rate utilized in 2007 as the benchmark. In addition, we will offer you two options for payment:

**Option 1:** Project costs and reimbursement for all travel expenses of the team which would include: flights, hotel, rental car, and food for the team. It is anticipated that only three of the four team members would make site visits.

I anticipate a maximum of six combined trips with the strong possibility it would be less:

Project Cost = \$15,000

Travel: Not to exceed \$7,850

**Option 2:** Guaranteed price not to exceed: \$22,850.00

Payment for services will be invoiced in three (3) payments: \$3,000 upon signing of the contract; \$9,000 upon completion and submission of the draft report and presentation; and the balance of \$3,000 upon submission of the final report and presentation plus either actual travel expenses (receipts provided) or \$7,850 (Option 2) – expenses invoiced on the final payment.

Payment is due within 30 days of receipt of invoice. This price is valid for 60 days from January 7, 2013.

### **Insurance Information**

Lloyd's of London  
Agent: MacGillis & Company  
909 Mayfair Road  
Wauwatosa, WI 53226  
(414) 453-6181

### **A Final Word**

Our company will develop recommendations tailored to your needs. We are confident we can provide a document that clearly identifies the costs to the City of Ketchum in providing emergency services outside of the fire protection district and the best option for recovery of those costs.

Please feel free to contact us if you have any questions regarding this proposal.

Sincerely,



Tim McGrath, Ph.D.  
CEO  
(815) 728-9111

**AGREEMENT BETWEEN THE CITY OF KETCHUM  
AND McGrath CONSULTING GROUP, INC. FOR A  
FIRE DEPARTMENT AUDIT UPDATE**

**THIS AGREEMENT** made by and between McGrath Consulting Group, Inc., hereinafter called the consultant, and the City of Ketchum, hereinafter called the City.

WHEREAS, the consultant submitted a proposal, dated December 2012, to the City to conduct a Fire Department consolidation evaluation.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City shall engage the consultant to perform the work described in its proposal of December 2012, referred to as the PROJECT, which is incorporated herein by reference.

The project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of the agreement. The Project will begin in February 2013 with a completion date no later than 6 months from the signing of the contract.

The Consultant agrees to complete the project in an agreed upon timeline for a total compensation of \$22,850 in consultation fees and expenses. The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$3,000 upon receipt of the signed contract; \$9,000 upon submission of the draft report; and the balance of \$10,850 (\$3,000 final & \$7,850 travel) upon submission of the final report. The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:

- Assure reasonable access to the members of each organization, i.e., City administration, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

## GENERAL CONSIDERATIONS

1. **Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of The City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to The City by consultant upon request so long as The City is not in default under other terms of this agreement.
  
2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
  
3. **Termination and Suspension**
  - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
  - b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.
  - c. In the event of termination, the Consultant will be paid by The City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination after The City renders final payment for service.
  
4. **Successors and Assigns**- The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of it interest in this Agreement without the written consent of The City shall be void.

5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Indemnification Clause** –For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to The City for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from working as an agent of The City in evaluating the capability of the aforementioned corporation.

Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of The City.

8. **Whole Agreement** – This agreement constitutes the entire agreement between The City and the Consultant. Any modification must be in writing and approved by The City and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understands have been merged into this written agreement.
9. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for The City and are not employees of the corporation. Nothing herein shall be construed as incurring for The City any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by The City if The City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of The City.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

\_\_\_\_\_  
City of Ketchum, ID

*Tim J. McGrath*  
Tim McGrath, President  
McGrath Consulting Group, Inc.

\_\_\_\_\_  
Date

January 24, 2013  
Date

# City of Ketchum, Idaho

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



February 12, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## City Council 2012 Retreat Council Goals

### Introduction/History

City Council conducted their 2012 retreat on October 2 at the Knob Hill Inn. Council typically adopts their retreat goals by resolution. Attached to Resolution 13-004 is a matrix outlining the goals from the retreat. Minutes from the retreat are also attached.

### Current Report

See Attachment A summarizing retreat activities.

### Financial Requirement/Impact

Goals will inform the upcoming budget discussion this summer.

### Recommendation

We respectfully recommend that the Council adopt Resolution 13-004 outlining the 2012/2013 goals.

Recommended Motion: I move to adopt Resolution 13-004.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Enourato", is written over a blue circular scribble. The signature is fluid and cursive.

Lisa Enourato  
Special Projects Manager

Attachment A: October 2, 2013 Meeting Minutes  
Attachment B: Resolution 13-004

# ATTACHMENT A

Recorded



SPECIAL KETCHUM CITY COUNCIL RETREAT  
Tuesday, October 2, 2012, 9:00 am  
Knob Hill Inn  
Ketchum, Idaho

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

**Also Present:** Gary Marks, City Administrator  
Lisa Horowitz, Community and Economic Development Director  
Stephanie Bonney, City Attorney  
Sandy Cady, City Clerk  
Lisa Enourato, Assistant to City Administrator  
P&Z Co Chair Deborah Burns  
P&Z Co Chair Rich Fabiano  
Commissioner Steve Cook  
Commissioner Mike Doty  
Commissioner Jeff Lamoureux

## 1. Call to Order

Mayor Randy Hall opened the meeting at 9:00 am.

## 2. Overview of 2011 Council Priorities

Mayor Hall reviewed last year's goals and stated that every one of the goals of the Council was either completely or significantly accomplished.

- **Continue communication outreach; newsletters; re-vamped website; "topical" agenda items**  
Ongoing
- **Complete and adopt Green Building Code**  
Complete
- **Continue to examine and address impediments to development**  
Mayor Hall pointed out that the City is the impediment due to our code
- **Continue partnerships with housing organizations to increase community/employee housing**  
Successful Northwood project and a tax application following at Washington Place
- **Launch Comprehensive Plan Update**  
A draft Comp Plan should be available by spring
- **Streamline economic development efforts between organizations**  
The City Economic Development Department networks with Sustain Blaine, WREP, KCDC, etc.  
Lisa Horowitz stated that it is much clearer now with Sustain Blaine leading the groups.

- **Pursue planning for an active park on the river (Northwood Park)**  
Northwood Park was goal but have exchanged this effort for the River Park. There is a task force in place for this project.
- **Continue Audit of LOT revenues**  
Auditor was here twice last year and it is thought that about \$400 - \$500,000 was underpaid, short paid or not paid at all. The City will start with education and then enforcement. Setting up a partnership with the Department of Taxation to help with the collection and perhaps some of the enforcement. There might be changes in the way the City implements the tax.
- **Continue careful budget planning (conservative)**  
Continuing a minimum 17% fund balance. The increased overall budget reserves are up by 29%, \$793,000 since last year.
- **Pursue "green" efforts at the Utility Plant and other City Buildings**  
The Parks Department received \$25,000 from a grant to add vestibules at the main entrances. The Wastewater Re-use project will go online in 2013. Two 30-year-old blowers have been replaced and will save the City about 30% of use, resulting in an approximate rebate of \$52,000. The Mayor stated that to lead in green efforts is to replace City Hall.
- **As resources permit, empower the P & Z to implement their top goals: Comprehensive Plan Update; Land Use Code improvements; Way Finding; Riparian Corridor Protection/Education; Regulations and Code Enforcement (to be discussed during PZ session)**

### 3. Mayor Presentation of top 3 goals

Mayor Hall pointed out the "Givens".

- Maintain industry recommended fund balances
- Conduct a spring budget planning session
- Executing LOT collection policy
- Conduct Community Survey
- Complete other budgeted projects: Comp Plan; Environmental Analysis for River Park; Broadband strategic plan

The Mayor noted his three goals:

- Build things; sidewalks, increase street lighting for pedestrian safety, underground power lines and complete River Park at Sun Peak.
- Community Outreach; website, City Newsletter, municipal videos for website; press releases and future actions.
- Building Community Capacity: emerging legacy special events, events that bring outside people in (better planning and budget line item); anchor higher education institutions in town. CSI dialogue is continuing to bring higher education here; continuing to work with the KCDC and the KURA.

Lisa Horowitz stated there are regular conversation and a draft MOU that CSI is not yet ready to bring public. Two programs being discussed are a curriculum based program, which might be a culinary institute or some other curriculum of CSI's. The second component would be a type of dormitory/student housing for about 30 students. There is discussion with Park 'n Ride. Mayor Hall added to his goals a review of the Downtown Master Plan.

Councilor Jonas suggested putting the P&Z and Council agendas in the paper on Fridays.

#### 4. Council Goal Listing (each member to list 3 goals)

##### Councilor David goals:

- Sidewalks, street lighting, undergrounding and broadband plan are priorities along with improving traffic flow in town by making right turns only and islands that force traffic to go right. Continue to show support to reduce number of drivers.
- Analyze parking demand.
- Broadband Plan, essential for recruiting businesses and being friendly to younger crowd.
- Put agendas back in newspaper

##### Councilor Slantez goals:

- Undergrounding power lines, sidewalks, streetlights.
- Community Greenhouse – Edibles, plant fruit trees, garden boxes. Lots of irrigation but nothing edible. P&Z could request fruit trees rather than other fitting just for aesthetics.
- Expand Skate Park
- Sailing and Paddleboard Center at Alturas Lake
- Support local events that have potential to grow
- Local Energy Plan/Policy – “It’s the right thing to do.”

##### Councilor Jonas goals:

- Comprehensive Analysis and Plan for Water Conservation – Staffing and financial support to do our own analysis of the City’s data.
- More communication with P&Z
- Financing and planning for the Fire Department to keep Safer employees just hired
- Broadband and fiber for satellite offices
- Retain high-end businesses that we have here

##### Council President

- Improve bike path and/or a bike connector on Highway 75 coming into town
- Camping facility at River Run property
- Develop an “academy” in conjunction with Sun Valley Academy or CSI

#### 5. Mayor/Council Preliminary Prioritization of Goals

- **Capital Improvements**  
Sidewalks, Curb and Gutter  
“Lighting”, Downtown Community Core and Residential  
Undergrounding  
Skate Park – explore costs  
Camping Facility at River Run – plan and explore  
Bikepath from Weyyakin to Town
- **Transportation**  
Reducing Drivers (single occupancy)  
Look at Parking  
Jitney  
Improve Traffic Circulation
- **Recreation and Events**  
Sailing and Paddleboat Center  
Local and Legacy Events
- **Community Capacity**  
Broadband

- Higher education and institutions
- Airport and housing
- LI hub for high-tech business
- **Sustainability**
  - Greenhouse
  - Community Garden
  - Water Conservation
  - Local Energy Plan
- **Organizational**
  - Downtown Master Plan Review
  - Communication and Outreach
  - Review CIP

There was discussion of prioritization of the list and over where the greatest needs are for staffing, which depends on what Council decides to do. Mr. Marks stated that all of the goals have a unique character and suggested that Council not create an artificial prioritization list. All of these goals are a priority and need to be worked on proactively and when opportunities present themselves.

Council agreed to organize the goals as long and short term. Short term meaning allocation of funds this year and something intended to accomplish in one year. Long term is two years or longer. Mayor Hall then suggested that rather than rating the goals, meet with Department Heads and with their input, determine whether these are short, mid or long-term. Council continued to discuss policy and will address capital projects later.

Policy Discussion:

- Councilor Jonas brought up parking in the winter with no overnight parking allowed. Ms. Horowitz believes there is not a resource within the City to address this issue.
- Councilor Slanetz noted that the Sailing and Paddleboat Center could be developed non-profit with City support.
- Councilor Jonas suggested coming up with some way to manage larger events including communication with neighbors. She also believes that it should not be the City's responsibility to incubate new event ideas. Mr. Marks suggested that the funds for these large events could be handled through LOT.
- Councilor Gourlay discussed the energy portion of sustainability and ideas on how to encourage people to make their homes more efficient.
- Implementation of a greenhouse and community garden were discussed.

6. Lunch

7. Joint Council and P & Z Discussion

Council President Gourlay reviewed the 2011 Council Priorities with P & Z and also introduced the goals of Mayor Hall and Council.

Commissioner Burns presented the goals of P & Z:

- Increase and have ongoing communication and sharing of information between the Mayor, City Council, Planning and Zoning and City staff – Quarterly Meetings

*Attorney Stephanie Bonney stated that communication must not be quasi-judicial but that legislative issues were okay. Planning Manager Joyce Allgaier added that the Planning and Zoning Commission would like to be kept up to date as to what Council is working on. P & Z suggested alternating visits to City Council meetings to keep aware. Ms. Bonney pointed out that there was a legal concern about summarizing to City Council as to what was said on a project. Mayor Hall felt that since Ms. Bonney is present at all of the meetings, she could keep them on track. Councilor Gourlay suggested P & Z Commissioners alternate attendance at Council meetings. Mayor Hall recommended that when P & Z wants to meet with City Council, they meet.*

- Continue to support the Comprehensive Plan (addressed above)
- Comprehensively update the Land Use Regulations in order: to modernize and make current with today's zoning standards, to re-evaluate the form-base code, to implement the Comprehensive Plan, and to make more unified between the zoning code, subdivision regulations, public works specifications and the Downtown Master Plan.
- If codes are vetted and definition of words meet and work within the code, staff doesn't have to spend so much time figuring this out and will have more time to spend in the realm of planning and pushing forward into the future, rather than being drug backwards by the ordinances written so poorly. Efficiencies much greater.
- Commissioner Burns felt they missed their opportunity in this year's budget in that they need a part time person rewriting text amendments and working on the codes. Ambiguity is intense on all applications.

*Mayor Hall brought up the discussion held at the morning session to address all of the departments needing capacity. He stated that the budgetary process they have been going through the City is now in a position where it can add staff. While the request/need is compelling, the City Council must somehow determine where that priority is. He added that it's likely that the first people needed to hire is in the Planning Department.*

- Ensuring the City has the capacity to perform code enforcement on all fronts: signs, riparian corridor, dark sky approved development for project signs, etc.
- Accomplish more Land Use Planning

## 8. P & Z Wrap Up

The Commissioners mentioned the discussion over the Gondola through town, Warm Springs, etc. and hopes to keep current on upcoming opportunities and that it's the big ideas that shape and help the City. Commissioner Cook recommended entertaining a general obligation bond to acquire strategic pieces of property.

Commissioner Doty commented on the sign code and that the realtor community has failed on that ordinance. Last winter many parking tickets were issued on his side of town and he believes that is wrong and that the City should give visitors a break or go to parking meters. He also added that the culture of the people needs to be changed with regard to dog poop.

Commissioner Fabiano asked City Council to take the lead on holding public meetings during the summer months in Town Square. Mayor Hall agreed and also mentioned audio/visual.

**9. Council Finalization of Goals**

Mayor Hall considers the hiring issues to be a huge challenge due to the demands of the Parks Department, Street Department, Utility Department and the Clerk's office. Councilor Jonas suggested contracting some of the P & Z needs. Mayor Hall stated that hiring in the Planning Department gives them the resources to help Council do a better job planning what the community is going to develop into and that the revenue could be offset because of the increase in permitting and development fees. This could be the first place to start as those fees can only be used within that department. Ms. Horowitz added that she understands the needs of the P & Z Commission but there must be some parity in those other departments. Councilor Gourlay described this as "management" and that it was up to Gary and the Mayor to review costs. Councilor Jonas wants to express Council's goals and be part of determining where the money is spent on additional employees. Mr. Marks recommended contracting services for now and hoped to get another year where the City is observing recovery and to what extent before talking about adding staff.

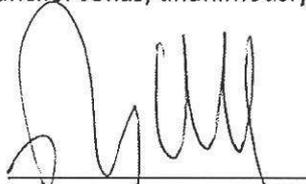
Ms. Bonney felt it is premature to "fix up" the implementation of the vision, prior to completion of the Comp Plan. Mayor Hall stressed the need to find other resources for Jen Smith because so many new projects have been added to her department. Councilor David recommended either a temporary or contract employee for the Parks Department.

Councilor David asked about the same sex, anti-discrimination issue; this will be placed on an agenda for discussion.

Mayor Hall asked to put P & Z on the agenda whenever they need to.

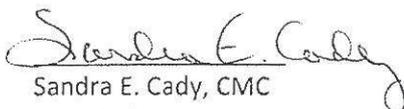
Councilor David motioned to adjourn, seconded by Councilor Jonas, unanimously approved.

The meeting adjourned at 4:00 pm.



Randy Hall  
Mayor

ATTEST:



Sandra E. Cady, CMC  
City Clerk

## **ATTACHMENT B**

### **RESOLUTION 13-004**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING GOALS FOR THE CITY.**

WHEREAS, the City Council of the City of Ketchum is committed to the continuing advancement and improvement of the community, City and City services; and

WHEREAS, the City Council has met in special session with the City Administrator and Community and Economic Development Director to establish City goals; and

WHEREAS, Exhibit "A", attached hereto, is a list of the above referenced goals as determined by the City Council;

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

Section 1: The Ketchum City Council hereby approves the list of goals as provided in Exhibit "A".

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AND APPROVED BY THE MAYOR THEREOF THIS 19<sup>th</sup> DAY OF FEBRUARY, 2013.

---

Randy Hall, Mayor

ATTEST:

---

Sandra Cady, City Clerk

**EXHIBIT A**  
**Resolution 13-004**  
**2012 COUNCIL GOALS**

**Ongoing Goals:**

- Maintain industry-recommended fund balances
- Conduct a spring budget planning session
- Execute LOT collection policy
- Complete other budgeted projects such as Comprehensive Plan, EA for Whitewater Park, Broadband Strategic Plan

**Short-Term**

- 1. Build sidewalks and increase street lighting for pedestrian safety**
- 2. Underground Power Lines**
- 3. Communications**
  - a) Conduct Community Survey
  - b) City Newsletter
  - c) Municipal Videos
  - d) Regular Press Releases
  - e) Social Media
  - f) Run Agendas on Fridays in Newspaper
- 4. P&Z Communication and Quarterly Meetings**
- 5. Seed funds for emerging "legacy" special events (\$25,000 Budget)**
- 6. Work with Sun Valley Company to discuss camping facility in Ketchum**
- 7. Assessment of costs associated with:**
  - a) Bike path from Weyyakin to downtown (Elkhorn light to Gem Streets)
  - b) Greenhouse
- 8. Strategize internal capacity prioritization and assess funding for additional staffing needs**
  - a) Includes enhanced code enforcement
  - b) Includes rewrite of the zoning code
  - c) Includes retaining new hires from Safer Grant in Fire Department

**Long Term**

- 1. Skate Park – increase skateable area**
- 2. Complete River Park at Sun Peak**
- 3. Anchor higher education and institutions in town**
- 4. Comprehensive Analysis of Water Conservation**
- 5. Engage Green Building Code Committee to develop local energy policy**
- 6. Comprehensive Plan review includes:**
  - a) Improve Traffic Flow – 5<sup>th</sup>, Main, River, 2<sup>nd</sup>, 4<sup>th</sup>, use islands
  - b) Reduce drivers – support Mtn. Rides, analyze parking (2hrs and all day), bike, jitney
- 7. High-Tech Business Strategy**

**Other**

- Assess costs of Sailing and Paddleboat Center



**REGULAR KETCHUM CITY COUNCIL MEETING**  
**Monday, February 4, 2013 at 5:30 p.m.**  
**Ketchum City Hall, Ketchum, Idaho**

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

**Also Present:** Ketchum City Administrator Gary Marks  
Ketchum City Attorney Stephanie Bonney  
Ketchum Community and Economic Development Director Lisa Horowitz  
Ketchum Administrator's Assistant/Planning Technician Lisa Enourato  
Ketchum Police Chief Steve Harkins  
Recording Secretary Sunny Grant

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

**2. Communications from Mayor and Councilors**

Councilor Nina Jonas went to the Association of Idaho Cities Elected Officials Day. The major topic discussed was the potential sales tax change.

Councilor Jim Slanetz said Reggae in the Mountains had a good turnout (700-800 people).

Council President Baird Gourlay, who is Ketchum's liaison to Friedman Memorial Airport Authority, said the FMAA Board is making plans to widen the runway by relocating hangars, airplane parking and possibly some small buildings. This would likely meet the FAA's safety requirements for regional jets without expanding the airport.

Ketchum had the best December Option Tax since 2008.

**3. Communications from the Public**

There were no comments from the public at this time.

**Communications from City Staff:**

**4. Strategic Communications Plan Update**

*Also Present: Red Sky Public Affairs Director Karianne Fallow  
Red Sky Account Executive Amanda Watson  
Ketchum Special Projects Manager Lisa Enourato*

Since the beginning of the year, Red Sky has:

- Emailed the first monthly newsletter to almost 2,000 recipients, 650 of whom opened it. This is much better than industry standards for a first newsletter.
- Survey went out to almost 2,000 people. The majority said they regularly receive informative communication from Ketchum about initiatives, programs and activities.
- Scheduled regular broadcast interviews with the Mayor on the local radio station.
- Created press release templates.

Upcoming Red Sky projects:

- Publish community leaders' bios on the website.
- Present City's finances in an Annual Report.
- Publish a new Ketchum Facebook page.
- Update the Ketchum database by adding all City officials, and purging duplicate email addresses.

Red Sky will design the newsletter to communicate all City information for all departments. City departments will put "See the Ketchum Newsletter" on all their communication to direct the public to look for the monthly newsletter.

**5. Comprehensive Plan Project Update**

Planning Staff have given P&Z the "Planning Commission Draft" of the Comprehensive Plan for their review and edit. P&Z will have two work sessions on this draft of the Plan. P&Z may want to meet with Council at some point

in the process to be sure the Comp Plan is on the right track. When P&Z is done, the Comprehensive Plan “public draft” will be available for public response and feedback; and ultimately presented to Council for their approval. Council President Baird Gourlay suggested the photos have captions.

#### **6. Communications from the Press**

Mountain Express reporter Brennan Rego asked about the Washington Place project. No news yet.

#### **Ordinances and Resolutions**

##### **7. Ordinance 1104: An ordinance of the City of Ketchum, Idaho, amending Title 5, Chapter 5.08, Ketchum Municipal Code, “Limousine and Taxicab business and vehicle license required; applications and qualification”, adding requirements for criminal history background checks; providing a savings and severability clause, providing a repealer clause; providing an effective date; and providing for publication by summary.**

This is an amendment of Ketchum Municipal Code 5.08.20, 5.08.30, and 5.08.40, giving the City authority to do background checks and the ability to send fingerprints and background checks to the FBI. The City is not required to go through the FBI; but if the City uses the FBI, this language is required.

Taxicab companies have been notified of this proposed ordinance, and notice was published in the newspaper.

#### **PUBLIC COMMENT:**

Mickey Garcia said there had been some sleazy taxicab situations in the past.

**Council President Baird Gourlay moved to waive the three readings of Ordinance 1104. Motion seconded by Councilor Michael David, and passed with three in favor and Councilor Nina Jonas opposed.**

**Council President Baird Gourlay moved for the final reading of Ordinance 1104 by title only, amending Ketchum Municipal Codes 5.08.20, 5.08.30, and 5.08.40, pursuant to Idaho Code 50-902. Motion seconded by Councilor Michael David. Roll call: Council President Baird Gourlay yes, Councilor Michael David yes, Councilor Jim Slanetz yes, Councilor Nina Jonas nay because she didn’t want to waive three readings. Motion passed with three in favor and one opposed.**

##### **8. Resolution 13-002: amending the Medical Health Reimbursement Arrangement (HRA) Plan documents.**

The contract with National Benefits Services, which manages Ketchum’s HRA program, contains incorrect language stating that co-payments are reimbursed. This resolution corrects the contract. Also, there is an increase of 75¢ per employee per month in NBS’s administrative fee.

**Council President Baird Gourlay moved to pass Resolution 13-002, amending Medical Health Reimbursement Arrangement Plan documents, seconded by Councilor Jim Slanetz. Motion passed unanimously.**

##### **9. Resolution 13-003: Transferring \$30,000 from General Fund Contingency to the General Fund Community and Economic Development Division for event sponsorship funding.**

Last meeting, Council directed staff to prepare a resolution authorizing the transfer of \$30,000 to be used to sponsor special events from one division to another division within the General Fund.

Mayor Hall said Council was going to have to set policy and a financial limit to regulate giving funds to the many worthwhile special events that request sponsorship from Ketchum.

**Councilor Nina Jonas moved to pass Resolution 13-003 transferring \$30,000 from General Fund Contingency to the General Fund Community and Economic Development Division for event sponsorship funding. Motion seconded by Councilor Jim Slanetz, and passed with three in favor. Council President Baird Gourlay was opposed, since government shouldn’t subsidize events, which benefit certain groups.**

#### **10. CONSENT CALENDAR**

- a. **Approval of minutes from the January 22, 2013 Council meeting**
- b. **Recommendation to approve current bills and payroll summary**
- c. **Recommendation to revoke certain LOT tax permits due to delinquency**

**Council President Baird Gourlay moved to approve the Consent Calendar for February 4, 2013. Motion seconded by Councilor Nina Jonas, and passed unanimously.**

#### **11. EXECUTIVE SESSION**

**Council President Baird Gourlay moved to go into Executive Session at 6:42 p.m. to discuss personnel, pursuant to Idaho Code §§67-2345 1(b), seconded by Councilor Nina Jonas. Roll call: Council President**

**Baird Gourlay yes, Councilwoman Nina Jonas yes, Councilman Jim Slanetz yes, and Councilman Michael David yes. Motion passed unanimously.**

**12. Adjournment**

**Council President Baird Gourlay moved to adjourn at 7:30 p.m. Councilor Nina Jonas seconded the motion, and it passed unanimously.**

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Randy Hall  
Mayor

ATTEST:

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Sandra E. Cady, CMC  
City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2171-2000 P/R TAXES PBL--STATE W/H</b>			
STATE TAX COMMISSION	PR0208131	State Withholding Tax Pay Period: 2/8/2013	5,010.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
III-A	PR0208131	Health Ins - Employee + Spouse Pay Period: 2/8/2013	286.92
III-A	PR0208131	Health Ins - Employee + 2 Chld Pay Period: 2/8/2013	195.48
III-A	PR0208131	Health Ins - Employee + 1 Chld Pay Period: 2/8/2013	40.05
III-A	PR0208131	Health Ins - Family Pay Period: 2/8/2013	315.66
III-A	PR0208131	Health Ins - Family Pay Period: 2/8/2013	105.22
III-A	PR0208131	Health Ins - Family Pay Period: 2/8/2013	420.88
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	PR0208131	AFLAC After-Tax Pay Period: 2/8/2013	155.73
AFLAC	PR0208131	AFLAC Pre-Tax Pay Period: 2/8/2013	717.79
<b>01-2172-2000 P/R DEDUC PBL--LIFE &amp; L.T.DISB</b>			
NCPERS IDAHO	C376213	Group Life Insurance Unit C376	64.00
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	PR0208131	Dental Insurance - 1 Child Pay Period: 2/8/2013	69.28
DELTA DENTAL PLAN OF IDAH	PR0208131	Dental Insurance - Family Pay Period: 2/8/2013	739.52
DELTA DENTAL PLAN OF IDAH	PR0208131	Dental Insurance - Spouse Pay Period: 2/8/2013	185.70
DELTA DENTAL PLAN OF IDAH	PR0208131	Dental Insurance - 2+ Child Pay Period: 2/8/2013	183.42
<b>01-2173-3000 P/R DEDUC PBL--PEBS CO</b>			
NATIONWIDE RETIREMENT SOL	PR0208131	Nationwide - 0026904-001 Pay Period: 2/8/2013	682.44
<b>01-2174-0000 P/R DEDUC PBL--GARNISHMENTS</b>			
CHILD SUPPORT SERVICES	PR0208131	Child Support Pay Period: 2/8/2013	269.68
<b>01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.</b>			
PIONEER FEDERAL CREDIT UNI	PR0208131	Pioneer Federal Credit Union Pay Period: 2/8/2013	2,721.00
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
NBS-NATIONAL BENEFIT SERVI	PR0208131	125 Medical Savings Pay Period: 2/8/2013	1,610.88
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	PR0208131	125 Dependant Care Pay Period: 2/8/2013	1,080.77
Total :			14,854.42
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
F-STOP	675153	Frame for Proclamation	61.80
F-STOP	675156	Frames for Proclamations	30.90
OFFICE MAX INCORPORATED	294015	Office Supplies	9.63
<b>01-4110-3200 OPERATING SUPPLIES</b>			
MASON'S TROPHIES & GIFTS	65012	Plaques	121.20
<b>01-4110-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9208	Computer Maintenance	100.00
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	10.97
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
ASSOCIATION OF IDAHO CITIES	5272055	City Officials Day - Nina Jonas	25.00
US BANK	01/25/13	Mayor - Meeting and Travel Expenses	445.84

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total LEGISLATIVE & EXECUTIVE:			805.34
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ATKINSONS' MARKET	1856-01/13	ACCT. 1856	5.23
UNIFIED OFFICE SERVICES	154215	Office Supplies	15.84
UNIFIED OFFICE SERVICES	155158	Office Supplies	1.42
UNIFIED OFFICE SERVICES	155900	Office Supplies	17.47
UNIFIED OFFICE SERVICES	155901	Office Supplies	1.44
UNIFIED OFFICE SERVICES	155921	Office Supplies	9.69
US BANK	01/25/13	Calendar for Lisa E.	8.99
US BANK	01/25/13	Coffee	12.00
<b>01-4150-3310 STATE SALES TAX-GEN.GOV. &amp; PAR</b>			
STATE TAX COMMISSION	01/31/13	Sales Tax - 01/01/2013-01/31/2013	11.31
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
GRANT, SUZANNE	01/23/13	CC Minutes 01/22/13	315.00
GRANT, SUZANNE	010813	CC Minutes 01/07/13	322.50
GRANT, SUZANNE	020413	CC Minutes 02/04/13	112.50
KETCHUM COMPUTERS, INC.	9209	Computer Maintenance	625.00
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	19.38
STERLING CODIFIERS	13577	Supplements	108.00
US BANK	01/25/13	Supplies for Lisa E's Office	47.00
US BANK	01/25/13	Supplies for Lisa E.'s Office	47.00
US BANK	01/25/13	Adwords	11.34
US BANK	01/25/13	Postage for Newsletters	3.60
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PRINTING INC	2196-01/13	acct. 2196	1,060.36
<b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>			
ASSOCIATION OF IDAHO CITIES	5272055	City Officials Day - Gary Marks	25.00
MARKS, GARY	012913	Travel Expenses	217.36
US BANK	01/25/13	Meeting Expenses - Gary Marks	342.04
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1246393433	ACCT. 74754376	64.55
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262m	388.36
CENTURY LINK	L20872600341	ACCT. L-208-726-0034 189m	900.06
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	9192	Computer Maintenance	1,560.00
US BANK	01/25/13	Hardware for Server	644.91
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	703939	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	704395	ACCT. 960	18.00
IDAHO POWER	5582759799-01	ACCT. 5582759799	130.51
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	916.62
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
WAXIE SANITARY SUPPLY	73731347	Supplies	115.36
WAXIE SANITARY SUPPLY	73734363	Supplies	410.66
WEBB LANDSCAPING	7722	Wreath	95.97

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
NATIONAL BUSINESS FURNITU	MK406133-LE	Conference Table	115.43
US BANK	01/25/13	Office Chair	579.28
Total ADMINISTRATIVE SERVICES:			9,339.18
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
MOORE SMITH BUXTON & TUR	44023	1536-03 - General	10,494.10
MOORE SMITH BUXTON & TUR	44026	1536-39 - RPP Application	604.28
MOORE SMITH BUXTON & TUR	44027	1536-42 Local 4758 v. Ketchum	51.28
Total LEGAL:			11,149.66
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ATKINSONS' MARKET	1856-01/13	ACCT. 1856	5.24
UNIFIED OFFICE SERVICES	155158	Office Supplies	28.83
UNIFIED OFFICE SERVICES	155901	Office Supplies	2.88
US BANK	01/25/13	Coffee	23.98
<b>01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL</b>			
NATIONAL BUSINESS FURNITU	MK406133-LE	Conference Table	230.86
UNIFIED OFFICE SERVICES	155158	Office Supplies	2.83
UNIFIED OFFICE SERVICES	155901	Office Supplies	2.88
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
EXPRESS PRINTING INC	2196-01/13	acct. 2196	100.85
GRANT, SUZANNE	020213	P&Z Minutes 01/28/13	157.50
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	26.85
<b>01-4170-4264 PROF SVC-BALD MOUNTAIN LODGE</b>			
MOORE SMITH BUXTON & TUR	44023	1536-03 - General	30.00
<b>01-4170-4266 PROFESSIONAL SERVICES-ECON DEV</b>			
DOTY, MICHAEL	12-12-06	CSI Programming Analysis	3,786.33
JOHNNY G'S SUBSHACK, LLC	32365	Broadband Meeting	108.39
US BANK	01/25/13	M & M's	154.98
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PRINTING INC	2196-01/13	acct. 2196	311.40
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	01/25/13	Travel Expenses - Joyce Allgaier	1,288.18
<b>01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL</b>			
US BANK	01/25/13	Lisa H. Meeting Expenses	34.73
<b>01-4170-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
NATIONAL BUSINESS FURNITU	MK406133-LE	Conference Table	230.85
Total COMMUNITY PLANNING/DEVELOPMENT:			6,527.56
<b>CONTINGENCY</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
COMMUNITY TRANSPORTATIO	7	Membership Renewal	250.00
MURRAY, JO	774	Public Relation Services for R&PP	290.00
US BANK	01/25/13	Christmas Party	1,404.00
Total CONTINGENCY:			1,944.00
<b>POLICE</b>			
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
IDAHO STATE POLICE	012813	Fingerprint Processing	87.50
Total POLICE:			87.50
<b>BUILDING</b>			
<b>01-4240-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-01/13	ACCT. 1856	5.23
UNIFIED OFFICE SERVICES	155158	Office Supplies	.50-
UNIFIED OFFICE SERVICES	155158	Office Supplies	1.42
UNIFIED OFFICE SERVICES	155901	Office Supplies	1.45
US BANK	01/25/13	Coffee	12.00
<b>01-4240-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	4.47
<b>01-4240-4210 PROFESSIONAL SERVICES-IDBS</b>			
DIVISION OF BUILDING SAFETY	013113	January Building Permit Fees	2,730.00
DIVISION OF BUILDING SAFETY	013113	January Plan Check Fees	1,152.00
DIVISION OF BUILDING SAFETY	123112	December Building Permit Fees	1,170.00
DIVISION OF BUILDING SAFETY	123112	December Plan Check Fees	496.00
<b>01-4240-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
NATIONAL BUSINESS FURNITU	MK406133-LE	Conference Table	115.43
UNIFIED OFFICE SERVICES	154854	Chair	125.90
Total BUILDING:			5,813.40
Total GENERAL FUND:			50,521.06
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-3200 OPERATING SUPPLIES</b>			
PERRY'S	013113	Wagon Days	59.12
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
SUN VALLEY EVENTS	400	Constant Contact	30.00
SUN VALLEY EVENTS	400	Wagon Days Services	1,000.00
WOOD RIVER MIDDLE SCHOOL	010513	Sign Carriers	370.00
Total WAGON DAYS EXPENDITURES:			1,459.12
Total WAGON DAYS FUND:			1,459.12
<b>STREET MAINTENANCE FUND</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
STREET			
<b>04-4310-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	111501	Office Supplies	274.10
CHATEAU DRUG CENTER	959522	Supplies	4.74
CHATEAU DRUG CENTER	959706	Supplies	8.07
CHATEAU DRUG CENTER	960039	Supplies	4.74
KNEADERY	013113	Breakfast for Street Department	314.60
NAPA AUTO PARTS	722033	Supplies	4.38
PLATT	3225948	Supplies	99.00
RIVER RUN AUTO PARTS	6538-55540	Parts & Supplies	7.95
RIVER RUN AUTO PARTS	6538-55578	Parts & Supplies	7.95
RIVER RUN AUTO PARTS	6538-55611	Parts & Supplies	15.90
RIVER RUN AUTO PARTS	6538-55652	Parts & Supplies	7.99
RIVER RUN AUTO PARTS	6538-55687	Parts & Supplies	11.98
TREASURE VALLEY COFFEE IN	2160:03090639	COFFEE	84.20
<b>04-4310-3400 MINOR EQUIPMENT</b>			
US BANK	01/25/13	Equipment	634.48
<b>04-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
SCHAEFFER MFG. CO.	MU2315-INV1	Oil	2,125.75
UNITED OIL	723615	ACCT. 37269	1,669.49
<b>04-4310-4200 PROFESSIONAL SERVICES</b>			
ERWIN EXCAVATION, S	13-038	Snow Hauling	75.00
ERWIN EXCAVATION, S	13-049	Snow Hauling	2,100.00
EXPRESS PRINTING INC	2196-01/13	acct. 2196	194.40
HIATT TRUCKING, INC.	1585	SNOW HAULING	562.50
KATCO EXCAVATION INC.	273224	Snow Hauling	1,125.00
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	38.98
RICK'S EXCAVATION, INC.	217	Snow Hauling	562.50
<b>04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
EASY PACK INC	166972	Shipping	10.50
<b>04-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1246393433	ACCT. 74754376	8.18
<b>04-4310-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	388.62
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1,328.92
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	285.16
<b>04-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-55572	Parts & Supplies	81.98
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
FASTENAL COMPANY	IDJER40062	Parts	96.74
FASTENAL COMPANY	IDJER40091	Parts	20.79
FREIGHTLINER OF IDAHO	131755	Parts & Supplies	26.98
K & T STEEL CORP.	15646	Repairs	671.15
K & T STEEL CORP.	15647	Supplies	201.01
LES SCHWAB	11700059329	Service	90.00
NAPA AUTO PARTS	721798	Supplies	23.68
NAPA AUTO PARTS	722172	Supplies	36.97
NAPA AUTO PARTS	722871	Supplies	79.20
NAPA AUTO PARTS	722889	Supplies	17.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
RIVER RUN AUTO PARTS	6538-55497	Parts & Supplies	76.00
RIVER RUN AUTO PARTS	6538-55543	Parts & Supplies	6.49
RIVER RUN AUTO PARTS	6538-55719	Parts & Supplies	32.99
RIVER RUN AUTO PARTS	6538-55767	Parts & Supplies	98.53
SNAKE RIVER HYDRAULICS	216493	Return	338.72-
SNAKE RIVER HYDRAULICS	217996	Supplies	261.91
THORNTON HEATING	19915	Heater Repair	411.75
WESTERN STATES EQUIPMENT	PC040192974	Parts	138.08
WESTERN STATES EQUIPMENT	PC040193082	Parts	16.00
WOOD RIVER WELDING, INC.	151423	Supplies	110.64
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400202233	ACCT. 241076800	67.45
AMERIPRIDE LINEN	2400203958	ACCT. 241076800	143.09
KETCHUM COMPUTERS, INC.	9194	Computer Maintenance	170.00
NORCO	10862875	ACCT. 53271	187.08
NORCO	10914711	ACCT. 53271	23.73
NORCO	10914712	ACCT. 53271	93.38
NORCO	10944109	ACCT. 53271	23.73
NORCO	10944110	ACCT. 53271	22.18
NORCO	10944111	ACCT. 53271	40.50
NORCO	10961011	ACCT. 53271	210.18
<b>04-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
A.C. HOUSTON LUMBER CO.	14-167323	Supplies	14.32
A.C. HOUSTON LUMBER CO.	14-168187	Supplies	7.92
EASY PACK INC	167045	Shipping	29.57
ECONO SIGNS LLC	10-906552	Signage	521.12
ECONO SIGNS LLC	10-906752	Signage	606.20
SAFETY SUPPLY & SIGN CO.	135787-A	Cones	2,139.00-
<b>04-4310-6930 STREET LIGHTING</b>			
GLASS MASTERS, INC.	71148	Plexiglass	122.50
PLATT	3133520	Supplies	221.80
PLATT	3178574	Supplies	592.00
PLATT	3194467	Supplies	3.19
PLATT	3209444	Supplies	256.00
WOOD RIVER WELDING, INC.	151441	Services	210.00
Total STREET:			15,541.97
Total STREET MAINTENANCE FUND:			15,541.97
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	14-164719	Supplies	16.37
A.C. HOUSTON LUMBER CO.	14-167421	Supplies	9.85
ATKINSONS' MARKET	1841-01/13	ACCT. 1841	32.13
ATKINSONS' MARKET	1856-01/13	ACCT. 1856	2.62
CHATEAU DRUG CENTER	958238	Supplies	4.17
CONSOLIDATED ELECTRICAL D	3755-538491	Supplies	8.36
GLASS MASTERS, INC.	71139	Plexiglas	21.53
NATIONAL BUSINESS FURNITU	MK406133-LE	Conference Table	57.72
UNIFIED OFFICE SERVICES	155158	Office Supplies	.71
UNIFIED OFFICE SERVICES	155901	Office Supplies	.73
UNIFIED OFFICE SERVICES	156199	Office Supplies	33.87

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	01/25/13	Coffee	6.00
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	383365	ACCT. 37267	790.55
UNITED OIL	723613	ACCT. 37267	260.76
<b>10-4230-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	36.69
<b>10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ATKINSONS' MARKET	1841-01/13	ACCT. 1841	60.40
BINNIE, ED	020113	FDIC egsitration & Airfare	2,055.00
EXPRESS PRINTING INC	2196-01/13	acct. 2196	582.12
IDAHO VOLUNTEER FIRE &	010513	2013 IVFESA Membership	210.00
JOHNNY G'S SUBSHACK, LLC	32537	Training	94.83
US BANK	01/25/13	Leadership Class	85.50
WOOD RIVER FIRE & RESCUE	101512	Training	80.00
WOOD RIVER FIRE & RESCUE	2013-02	Upgrades for Training	750.98
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	4471806	ACCT. 1.10022032	13.22
UNITED COMMUNICATIONS CO	789148	Supplies and REpairs	234.19
<b>10-4230-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
A.C. HOUSTON LUMBER CO.	14-164632	Supplies	4.99
IRISH ELECTRIC	41312	Heat Tape & Sno-melt System	562.40
US BANK	01/25/13	Compressor	36.29
<b>10-4230-6000 REPAIR &amp; MAINT--AUTOMOTOVE EQU</b>			
CHATEAU DRUG CENTER	957212	Supplies	5.92
CHATEAU DRUG CENTER	957236	Supplies	.54
CONSOLIDATED ELECTRICAL D	3755-538435	Supplies	21.92
L.N. CURTIS & SONS	3130052-00	Supplies	362.37
RIVER RUN AUTO PARTS	6538-55398	Parts & Supplies	2.75
RIVER RUN AUTO PARTS	6538-55544	Parts & Supplies	319.90
<b>10-4230-6910 OTHER PURCHASED SERVICES</b>			
KETCHUM COMPUTERS, INC.	9210	Computer Maintenance	125.00
Total FIRE & RESCUE:			6,890.38
Total FIRE & RESCUE FUND:			6,890.38
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	14-164719	Supplies	16.37
A.C. HOUSTON LUMBER CO.	14-167421	Supplies	9.84
ATKINSONS' MARKET	1841-01/13	ACCT. 1841	32.13
ATKINSONS' MARKET	1856-01/13	ACCT. 1856	2.61
CHATEAU DRUG CENTER	958238	Supplies	4.16
CHATEAU DRUG CENTER	960027	Supplies	13.62
GLASS MASTERS, INC.	71139	Plexiglas	21.53
NATIONAL BUSINESS FURNITU	MK406133-LE	Conference Table	57.71
PROGRESSIVE MEDICAL INTER	392682	Supplies	393.75
PROGRESSIVE MEDICAL INTER	392694	Supplies	183.00
UNIFIED OFFICE SERVICES	155158	Office Supplies	.71

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	155901	Office Supplies	.73
UNIFIED OFFICE SERVICES	156199	Office Supplies	33.87
US BANK	01/25/13	Coffee	6.00
<b>14-4260-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	723613	ACCT. 37267	416.76
<b>14-4260-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	54.29
<b>14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ATKINSONS' MARKET	1841-01/13	ACCT. 1841	60.41
IDAHO VOLUNTEER FIRE &	010513	2013 IVFESA Membership	210.00
JOHNNY G'S SUBSHACK, LLC	32537	Training	94.83
US BANK	01/25/13	Leadership Class	85.50
Wood River/Sawtooth EMS Assn	020513	EMT-B Course Tuition	3,000.00
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	4471806	ACCT. 1.10022032	13.22
UNITED COMMUNICATIONS CO	789148	Supplies and REpairs	234.19
<b>14-4260-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
A.C. HOUSTON LUMBER CO.	14-164632	Supplies	5.00
IRISH ELECTRIC	41312	Heat Tape & Sno-melt System	562.40
US BANK	01/25/13	Compressor	36.29
<b>14-4260-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
CHATEAU DRUG CENTER	957212	Supplies	5.92
CHATEAU DRUG CENTER	957236	Supplies	.54
CONSOLIDATED ELECTRICAL D	3755-538435	Supplies	21.92
L.N. CURTIS & SONS	3130052-00	Supplies	362.37
RIVER RUN AUTO PARTS	6538-55398	Parts & Supplies	2.74
RIVER RUN AUTO PARTS	6538-55443	Parts & Supplies	29.90
RIVER RUN AUTO PARTS	6538-55453	Parts & Supplies	4.00
<b>14-4260-6910 OTHER PURCHASED SERVICES</b>			
KETCHUM COMPUTERS, INC.	9210	Computer Maintenance	125.00
Total AMBULANCE SERVICE:			6,101.31
Total AMBULANCE SERVICE FUND:			6,101.31
<b>PARKS AND RECREATION FUND</b>			
<b>PARKS AND RECREATION</b>			
<b>18-4510-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	111329	Office Supplies	80.85
<b>18-4510-3200 OPERATING SUPPLIES</b>			
SYSCO	302050552	Supplies	172.39
<b>18-4510-3250 RECREATION SUPPLIES</b>			
CHATEAU DRUG CENTER	949620	Supplies	7.11
WEBB LANDSCAPING	9019	Bird Seed	5.48
<b>18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	1861-01/13	ACCT. 1861	234.23
SYSCO	301240175	Concession Supplies	518.55

Vendor Name	Invoice Number	Description	Net Invoice Amount
SYSCO	302050552	Supplies	168.44
<b>18-4510-3310 STATE SALES TAX-PARK</b>			
STATE TAX COMMISSION	01/31/13	Sales Tax - 01/01/2013-01/31/2013	331.74
<b>18-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
LUTZ RENTALS	23234	Propane	29.60
LUTZ RENTALS	23276	Propane	29.60
LUTZ RENTALS	23317	Propane	18.40
RIVER RUN AUTO PARTS	6538-55695	Parts & Supplies	21.99
UNITED OIL	723614	ACCT. 37268	135.53
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
BIG WOOD LANDSCAPE, INC.	28846	Snow Removal	1,356.00
BIG WOOD LANDSCAPE, INC.	28847	Snow Removal	116.25
BIG WOOD LANDSCAPE, INC.	28848	Snow Removal	158.25
BIG WOOD LANDSCAPE, INC.	28849	Snow Removal	158.25
BIG WOOD LANDSCAPE, INC.	28851	Snow Removal	137.25
BIG WOOD LANDSCAPE, INC.	28852	Snow Removal	224.25
BIG WOOD LANDSCAPE, INC.	28853	Snow Removal	224.25
BIG WOOD LANDSCAPE, INC.	28854	Snow Removal	116.25
CLEAR CREEK LAND CO. LLC	8403	Mobile Storage Rent	71.05
INTEGRATED TECHNOLOGIES	C1H746	Copier Maintenance	50.00
KENERSON GROUP	600	TreeWorks Software Maintenance	650.00
KETCHUM COMPUTERS, INC.	9193	Computer Maintenance	230.00
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	27.28
<b>18-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	01/25/13	R&PP Meeting Expenses	242.47
US BANK	01/25/13	Horticulture Expo Travel Expenses	320.11
US BANK	01/25/13	Horticulture Expo Travel Expenses	485.00
US BANK	01/25/13	Arborist Exam Fee - Juerg	150.00
<b>18-4510-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1246393433	ACCT. 74754376	7.87
<b>18-4510-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	704624	ACCT. 56339	17.84
IDAHO POWER	863267905-01/	ACCT. 8683267905	301.05
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	67.00
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	344.57
INTERMOUNTAIN GAS	807350253157-	ACCT. 80735025-315-7	770.43
<b>18-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-55488	Parts & Supplies	88.34
<b>18-4510-6510 COMMUNITY SPECIAL EVENTS</b>			
BECK, ROB	2706	Firewood for Ice Rink	125.00
CLEAR CREEK DISPOSAL	704623	ACCT. 56339	162.50
Total PARKS AND RECREATION:			8,355.17
Total PARKS AND RECREATION FUND:			8,355.17
<b>LOCAL OPTION SALES TAX FUND</b>			
<b>LOCAL OPTION SALES TAX</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>22-4910-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	9.69
<b>22-4910-6600 REFUNDS-LOT OVERPAYMENT</b>			
RANDOM HOUSE DIGITAL, INC.	02/05/13	LOT Refund -- Overpayment	222.57
<b>22-4910-9930 LOT FUND OP. CONTINGENCY</b>			
DOROTHY'S SECRETARIAL SER	020713	Lodging Sales Tax Collection Project	220.00
Total LOCAL OPTION SALES TAX :			452.26
Total LOCAL OPTION SALES TAX FUND:			452.26
<b>WATER FUND</b>			
<b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
STATE INSURANCE FUND	020713	Overpayment of Workman's Comp Claim	1,213.20
Total :			1,213.20
<b>WATER EXPENDITURES</b>			
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	14-166152	Supplies	6.98
CHATEAU DRUG CENTER	959553	Supplies	5.69
CHATEAU DRUG CENTER	959646	Supplies	22.78
CHATEAU DRUG CENTER	960236	Supplies	9.48
INTEGRATED TECHNOLOGIES	C1J200	Copier Maintenance	13.58
RAMBO, DAVE	020413	Training - Repairing withouth Replacement - 2/12/13	30.00
RIVER RUN AUTO PARTS	6538-54618	Parts & Supplies	2.99
RIVER RUN AUTO PARTS	6538-55744	Parts & Supplies	36.95
TREASURE VALLEY COFFEE IN	2160:03082430	COFFEE	55.30
<b>63-4340-3400 MINOR EQUIPMENT</b>			
RIVER RUN AUTO PARTS	6538-55547	Parts & Supplies	11.49
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	723617	ACCT. 37271	725.46
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E233564	Chemicals	198.00
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
COOLEY, PAT	020413	Pat Cooleedy Training - Ferguson Water Works 2/6/13	30.00
JOBS AVAILABLE, INC.	1303023	Public Works Ad	283.50
MAGIC VALLEY LABS, INC.	42059	Testing	66.00
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	34.17
TOGNONI, GIO	020413	Training - Repairing withouth Replacement - 2/12/13	30.00
US BANK	01/25/13	Public Works Ad	270.00-
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
SHILO INN	10440946755	Lodging for Dave Rambo	81.00
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1246393433	ACCT. 74754376	5.44
WHITE CLOUD COMMUNICATIO	71311	Mobile Radios	60.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	9195	Computer Maintenance	140.25
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	3230225839-01	ACCT. 3230225839	95.35
IDAHO POWER	3783680562-01	ACCT. 3783680562	5,343.92
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	355.32
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
BURKS TRACTOR COMPANY, IN	IV23693	Parts	74.79
Total WATER EXPENDITURES:			7,448.44
<b>WATER DEBT SERVICE EXPENDITRES</b>			
<b>63-4800-8200 DEBT SRVC ACCT INTEREST-2006B</b>			
BANK OF NEW YORK MELLON T	02/01/13	Water Bonds - 2006B	53,332.32
<b>63-4800-8210 DEBT SRVC ACCT INT-2006A</b>			
BANK OF NEW YORK MELLON T	02/01/13	Water Bonds - 2006A	61,038.56
Total WATER DEBT SERVICE EXPENDITRES:			114,370.88
Total WATER FUND:			123,032.52
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-01/13	ACCT. 1856	18.96
CHATEAU DRUG CENTER	959021	Supplies	40.05
CLEAR CREEK DISPOSAL	703100	ACCT. 1465	79.00
INTEGRATED TECHNOLOGIES	C1J200	Copier Maintenance	13.57
MICROFLEX	1331323	Gloves	365.55
NORTH CENTRAL LABORATORI	315899	Supplies	743.59
TREASURE VALLEY COFFEE IN	2160:03082432	COFFEE	82.55
USA BLUEBOOK	868047	Supplies	135.19
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
JOBS AVAILABLE, INC.	1303023	Public Works Ad	283.50
NBS-NATIONAL BENEFIT SERVI	405802	HRA Admin	62.57
US BANK	01/25/13	Public Works Ad	270.00-
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1246393433	ACCT. 74754376	5.45
WHITE CLOUD COMMUNICATIO	71311	Mobile Radios	60.00
<b>65-4350-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	9195	Computer Maintenance	140.25
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	3230225839-01	ACCT. 3230225839	95.36
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	2,185.53
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
AQUA-AEROBIC SYSTEMS, INC.	993468	Parts & Supplies	146.26
AQUA-AEROBIC SYSTEMS, INC.	993613	Parts & Supplies	80.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
CONSOLIDATED ELECTRICAL D	3755-538706	Supplies	24.80
L.L. GREEN'S HARDWARE	A284972	Supplies	4.20
McMASTER-CARR SUPPLY CO.	44952989	Supplies	112.36
McMASTER-CARR SUPPLY CO.	45088914	Supplies	281.61
WOOD RIVER WELDING, INC.	151542	Services	5.60
WOOD RIVER WELDING, INC.	151580	Services	535.25
XYLEM WATER SOLUTIONS U.S.	7721630	Sensor Calibration	684.00
SPECIALTY ELECTRIC SUPPLY,	26697	Supplies	74.90
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
INTEGRATED TECHNOLOGIES	C1J200	Copier Maintenance	4.79
KETCHUM COMPUTERS, INC.	9195	Computer Maintenance	49.50
WHITE CLOUD COMMUNICATIO	71311	Mobile Radios	24.00
Total WASTEWATER EXPENDITURES:			6,069.07
<b>WASTEWATER DEBT SERVICE EXP</b>			
<b>65-4800-8210 DEBT SRVC ACCT INT-2006</b>			
BANK OF NEW YORK MELLON T	02/01/13	Wastewater 2006	29,547.31
Total WASTEWATER DEBT SERVICE EXP:			29,547.31
Total WASTEWATER FUND:			35,616.38
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7801 REUSE PUMP STATION</b>			
WEYYAKIN RANCH	013013	McCoy Ditch Maintenance	500.00
WOOD RIVER WELDING, INC.	151578	Services	562.70
WOOD RIVER WELDING, INC.	151579	Services	638.17
C.H. SPENCER AND COMPANY	400953941	Recycled Water Project	3,900.00
C.H. SPENCER AND COMPANY	400953942	Recycled Water Project	1,600.00
<b>67-4350-7802 REUSE ENGINEERING</b>			
FORSGREN ASSOCIATES, INC.	213012	WW Reuse	4,400.22
FORSGREN ASSOCIATES, INC.	213013	WW Reuse	5,770.50
Total WASTEWATER CIP EXPENDITURES:			17,371.59
Total WASTEWATER CAPITAL IMPROVE FND:			17,371.59
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6300 WHITE WATER PARK</b>			
S2O DESIGN AND ENGINEERING	110100	White Water Park	6,299.62
S2O DESIGN AND ENGINEERING	110101	White Water Park	14,130.52
<b>93-4900-6500 ICE RINK-PRIVATE</b>			
STURTEVANT'S	12030143341	Supplies	4.89
<b>93-4900-6800 KETCHUM ARTS COMMISSION</b>			
GRANT OLSEN	020513	Cover Art Commission	500.00
Total PARKS/REC TRUST EXPENDITURES:			20,935.03

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total PARKS/REC DEV TRUST FUND:			20,935.03
<b>DEVELOPMENT TRUST FUND</b>			
<b>94-3400-5000 P&amp;Z RETAINER FEES</b>			
RETAINER REFUNDS	12-039-02/13	Sawtooth Residences Design Review	147.60
Total :			147.60
<b>DEVELOPMENT TRUST EXPENDITURES</b>			
<b>94-4900-6600 REFUNDS-P&amp;Z RETAINER FEES</b>			
RETAINER REFUNDS	12-039	Retainer Refund - Sawtooth Residneces Design Reivew	147.60-
Total DEVELOPMENT TRUST EXPENDITURES:			147.60-
Total DEVELOPMENT TRUST FUND:			.00
Grand Totals:			286,276.79

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

# City of Ketchum, Idaho

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



February 11, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

**Park Place III Townhomes,  
Townhouse Subdivision Final Plat,  
Sandra Bongard and the Burke Family Trust, Applicants**

Introduction/History

This application by Sandra Bongard and the Burke Family Trust (represented by Bruce Smith, Alpine Enterprises, Inc.) is a request for the approval of townhouse subdivision final plat, of existing Park Place III Condominiums, Units 1 & 2. The resultant subdivision will be called Park Place III Townhomes, Sublots 1 & 2.

The Planning and Zoning Commission unanimously recommended approval of the final plat in their actions and adopted findings of fact, dated February 11, 2013.

Current Report

See attached staff report.

Financial Requirement/Impact

None

Recommendation

I respectfully recommend that the City Council approve the Park Place III Townhomes, Townhouse Subdivision Final Plat.

Suggested Motion

"I move to approve the Park Place III Townhomes, Townhouse Subdivision Final Plat, finding the application meets with the applicable review standards with the conditions 1-9, as noted in the staff report."

Sincerely,

Rebecca F. Bundy  
Associate Planner



**STAFF REPORT  
KETCHUM CITY COUNCIL  
MEETING OF FEBRUARY 19, 2013**

**APPLICANTS:** Sandra Bongard and Burke Family Trust

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises, Inc.

**PROJECT:** Park Place III Townhomes

**FILE NO.:** 12-091-a

**REQUEST:** Final plat approval for the conversion of a two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.

**LOCATION:** Park Place III Condominiums, Units 1 & 2 (720 North Third Avenue, 291 West Seventh Street)

**ZONING:** General Residential – Low Density (GR-L)

**NOTICE:** A public hearing notice was published in the Idaho Mountain Express on August 22, 2012. Property owners within 300 feet of the subject property were mailed notice on August 23, 2012. At the public hearing before the Commission on September 10, 2012, the hearing was continued on the record to a special meeting on September 21, 2012, at 9:00 a.m. No further notice is required.

**REVIEWER:** Rebecca F. Bundy, Associate Planner

**ATTACHMENTS:**

- A. Final Plat Application, received January 8, 2013
  - Application Form, dated January 7, 2013
  - Transmittal, dated January 9, 2013
  - Withdrawal of the Park Place Condominium III Project from Condominium Property Act
  - Townhome Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Park Place III Townhomes
  - Park Place III Townhomes, Final Plat, dated January 22, 2013
- B. Certification by Structural Engineer that Party Wall meets Requirements, dated August 14, 2012
- C. Park Place III Townhomes Final Plat Findings of Fact, Planning and Zoning Commission, signed February 11, 2013

- D. Park Place III & IV Townhomes Preliminary Plat Findings of Fact, City Council, signed November 5, 2012
- E. Approved Park Place III & IV Townhouse Preliminary Plat, dated August 11, 2012
- F. Department Comments

**BACKGROUND:**

1. The applicant is requesting final plat approval to convert an existing two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.

2. The final plat application received unanimous recommendation of approval by the Planning and Zoning Commission, with Findings of Fact signed on February 11, 2013. (See Attachment C.)

3. The preliminary plat application received unanimous City Council approval on October 15, 2012, subject to Conditions #1 – 14 below (in **bold** type). (See Findings of Fact, Instrument #603330, Attachment D), signed on November 5, 2012. Staff comments on the current application are in lighter type.

- 1. **The Covenants, Conditions and Restrictions (CC&R's) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's and Party Wall;** Remains in effect as a standard condition.
- 2. **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;** Remains in effect as a standard condition.
- 3. **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;** Remains in effect as a standard condition.
- 4. **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,****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";** Remains in effect as a standard condition.

5. **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; Remains in effect as a standard condition.**
6. **Each unit shall install its own stand-alone irrigation system confined to its subplot property lines prior to approval of the final plat;** Installation of stand-alone irrigation systems will not be possible until the ground thaws. This condition has been modified to say that, if the irrigation system installation is not completed prior to the City Clerk’s signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation. The applicant has been provided a sample security agreement that spells out the terms of such agreement.
7. **Park Place III, Unit 2 (291 West Seventh Street) shall remove any portion of the railroad tie planter, that was installed in the street right-of-way without permission of the City, prior to approval of the final plat. Any landscaping to be placed in the City right-of way necessitated by the removal of the planter structure shall meet with the approval of the Planning Division and the Streets Department;** The landscaping planter has been removed to the Street Department’s satisfaction. This condition has been met and removed from current recommended conditions.
8. **The CC&R language for each subdivision shall be changed as follows: Paragraph 9 (a) should include "and otherwise in compliance with applicable local, state, and federal law", prior to final plat application;** CC&R language, Paragraph 9 (a) has been modified to meet this condition. This condition has been met and removed from current recommended conditions.
9. **The current utility locations, to the extent known, shall be made an exhibit of the CC&R’s and recorded with them. At final plat submittal, a plat note shall be added with that same reciprocal utility easement language and description of utility locations. A further note shall indicate that this information can also be found in the CC&R’s, recorded as Instrument No. \_\_\_\_\_;** Current utility locations have been made an exhibit of the CC&R’s and a plat not referencing the CC&R’s has been added. This condition has been met and removed from current recommended conditions.
10. **The units shall be brought into compliance with the International Residential Code, Section 302.2 for townhouse construction; or**

**The following plat note shall be added to the application to the City Council for Preliminary Plat:**

“Although this unit was approved / constructed as a duplex condominium (currently governed by Section R302.3, Two-family dwellings, of the 2009 International Residential Code), on or about \_\_\_\_\_, \_\_\_\_\_, this unit was converted to a non-conforming “Townhouse” pursuant to Ketchum Municipal Code, Section 16.04.070 TOWNHOUSES, insofar as the “Townhouse” is not in compliance with Section R302.2, Townhouses, of the 2009 IRC;” Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.

11. **Any required construction improvements to the party wall between units shall be certified, by a licensed design professional in the State of Idaho prior to approval of the final plat;** Party wall has been certified by Dennis Keierleber, PE, structural engineer, licensed in the State of Idaho. This condition has been met and removed from current recommended conditions.
12. **A plat note shall be added that all parties acknowledge that the fire separation integrity of the common wall between the units may not be compromised in the future in any way. This includes penetrations, removal of drywall, or any other changes to the wall that would compromise its fire separation integrity;** Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.
13. **The applicant and his heirs, assigns and successors and interests shall hold the City harmless and indemnify the City as it pertains to the negligent or intentional actions that inhibit the viability of the common wall between the subject units. Similar restrictions shall be spelled out in detail in the CC&R’s or party wall agreement; and** Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.
14. **Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.** Remains in effect.

## 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 and Party Wall Agreement. The required final plat documents have been submitted with this application and shall be recorded with the final plat.

Recommendation: This standard has been met.

**C. Preliminary Plat Procedure.**

Staff Analysis: This application is for final plat.

Recommendation: This standard does not apply to this final plat application.

**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: The final plat shall not be signed until the life safety inspection has been performed by the Ketchum Building Official. The building was built in 1980 and has no outstanding design review requirements.

Recommendation: This standard shall be met with the following condition:

- The final plat shall not be signed by the City Clerk and recorded until the townhouse building shell and all common areas have received life safety inspection and approval by the Ketchum Building Official.

**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 other ordinances and regulations shall be followed.

Recommendation: This standard shall be met.

**STAFF RECOMMENDATION:** Staff recommends approval of the final plat with the conditions as shown below.

## **COUNCIL OPTIONS:**

Make a motion to:

1. Deny the final plat of Park Place III Townhome **because of the following standards** (Council to insert reasons for denial) including findings; or,
2. Approve the final plat of Park Place III Townhome subject to conditions below.

## **RECOMMENDED CONDITIONS:**

1. This approval is given for the final plat of Park Place III Townhome plans dated January 22, 2013 by Bruce Smith, Alpine Enterprises, Inc.
2. The Covenants, Conditions and Restrictions (CC&R's) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's and Party Wall Agreement;
3. The failure to record a final plat approved by the Council within one (1) year after approval by the Council shall cause all approvals of said final 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";
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. If the irrigation system installation is not completed prior to the City Clerk's signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation prior to such signature;
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code and shall be inspected and meet the approval of the Ketchum Building Official; and
9. Prior to the City Clerk's signature of final plat, the townhouse building shell and all common areas shall receive life safety inspection and approval by the Ketchum Building Official.

IN RE:	)	
	)	
Park Place III Townhomes	)	<b>KETCHUM CITY COUNCIL</b>
Final Plat	)	<b>- FINDINGS OF FACT,</b>
	)	<b>CONCLUSIONS OF LAW AND RECOMMENDATION</b>
	)	
Permit Number: 12-091-a	)	

**BACKGROUND FACTS**

**APPLICANTS:** Burke Family Trust and Sandra Bongard

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises, Inc.

**REQUEST:** Final plat approval for the conversion of a two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.

**LOCATION:** Park Place III Condominiums, Units 1 & 2 (720 North Third Avenue, 291 West Seventh Street)

**ZONING:** General Residential – Low Density (GR-L)

**NOTICE:** A public hearing notice was published in the Idaho Mountain Express on August 22, 2012. Property owners within 300 feet of the subject property were mailed notice on August 23, 2012. At the public hearing before the Commission on September 10, 2012, the hearing was continued on the record to a special meeting on September 21, 2012, at 9:00 a.m. No further notice is required.

**REVIEWER:** Rebecca F. Bundy, Associate Planner

**GENERAL FINDINGS OF FACT**

1. The applicant is requesting final plat approval to convert an existing two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.
2. The final plat application received unanimous recommendation of approval by the Planning and Zoning Commission, with Findings of Fact signed on February 11, 2013.
3. The preliminary plat application received unanimous City Council approval on October 15, 2012, subject to Conditions #1 – 14 below (in **bold** type), signed on November 5, 2012. Staff comments on the current application are in lighter type.
  1. **The Covenants, Conditions and Restrictions (CC&R’s) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R’s and Party Wall;** Remains in effect as a standard condition.

2. **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;** Remains in effect as a standard condition.
3. **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;** Remains in effect as a standard condition.
4. **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";**
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5. **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;** Remains in effect as a standard condition.
6. **Each unit shall install its own stand-alone irrigation system confined to its subplot property lines prior to approval of the final plat;** Installation of stand-alone irrigation systems will not be possible until the ground thaws. This condition has been modified to say that, if the irrigation system installation is not completed prior to the City Clerk's signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation. The applicant has been provided a sample security agreement that spells out the terms of such agreement.
7. **Park Place III, Unit 2 (291 West Seventh Street) shall remove any portion of the railroad tie planter, that was installed in the street right-of-way without permission of the City, prior to approval of the final plat. Any landscaping to be placed in the City right-of way necessitated by the removal of the planter structure shall meet with the approval of the Planning Division and the Streets Department;** The landscaping planter has been removed to the Street Department's satisfaction. This condition has been met and removed from current recommended conditions.
8. **The CC&R language for each subdivision shall be changed as follows: Paragraph 9 (a) should include "and otherwise in compliance with applicable local, state, and federal law", prior to final plat application;** CC&R language, Paragraph 9 (a) has been

modified to meet this condition. This condition has been met and removed from current recommended conditions.

9. **The current utility locations, to the extent known, shall be made an exhibit of the CC&R's and recorded with them. At final plat submittal, a plat note shall be added with that same reciprocal utility easement language and description of utility locations. A further note shall indicate that this information can also be found in the CC&R's, recorded as Instrument No. \_\_\_\_\_; Current utility locations have been made an exhibit of the CC&R's and a plat not referencing the CC&R's has been added. This condition has been met and removed from current recommended conditions.**

10. **The units shall be brought into compliance with the International Residential Code, Section 302.2 for townhouse construction; or**

**The following plat note shall be added to the application to the City Council for Preliminary Plat:**

**"Although this unit was approved / constructed as a duplex condominium (currently governed by Section R302.3, Two-family dwellings, of the 2009 International Residential Code), on or about \_\_\_\_\_, \_\_\_\_\_, this unit was converted to a non-conforming "Townhouse" pursuant to Ketchum Municipal Code, Section 16.04.070 TOWNHOUSES, insofar as the "Townhouse" is not in compliance with Section R302.2, Townhouses, of the 2009 IRC;" Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.**

11. **Any required construction improvements to the party wall between units shall be certified, by a licensed design professional in the State of Idaho prior to approval of the final plat; Party wall has been certified by Dennis Keierleber, PE, structural engineer, licensed in the State of Idaho. This condition has been met and removed from current recommended conditions.**

12. **A plat note shall be added that all parties acknowledge that the fire separation integrity of the common wall between the units may not be compromised in the future in any way. This includes penetrations, removal of drywall, or any other changes to the wall that would compromise its fire separation integrity; Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.**

13. **The applicant and his heirs, assigns and successors and interests shall hold the City harmless and indemnify the City as it pertains to the negligent or intentional actions that inhibit the viability of the common wall between the subject units. Similar restrictions shall be spelled out in detail in the CC&R's or party wall agreement; and Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.**

14. **Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code. Remains in effect.**

4. Attachments to the February 19, 2013 Staff Report:
- A. Final Plat Application, received January 8, 2013
    - Application Form, dated January 7, 2013
    - Transmittal, dated January 9, 2013
    - Withdrawal of the Park Place Condominium III Project from Condominium Property Act
    - Townhome Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Park Place III Townhomes
    - Park Place III Townhomes, Final Plat, dated January 22, 2013
  - B. Certification by Structural Engineer that Party Wall meets Requirements, dated August 14, 2012
  - C. Park Place III Townhomes Final Plat Findings of Fact, Planning and Zoning Commission, signed February 11, 2013
  - D. Park Place III & IV Townhomes Preliminary Plat Findings of Fact, City Council, signed November 5, 2012
  - E. Approved Park Place III & IV Townhouse Preliminary Plat, dated August 11, 2012
  - F. Department Comments

**APPLICABLE EVALUATION STANDARDS FROM TITLE 16, CHAPTER 16.04**

**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.

Finding: The applicant has made a complete preliminary plat application, including draft CC&R's and Party Wall Agreement. The required final plat documents have been submitted with this application and shall be recorded with the final plat.

Conclusion: This standard has been met.

**C. Preliminary Plat Procedure.**

Finding: This application is for final plat.

Conclusion: This standard does not apply to this final plat application.

**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.**

Finding: The final plat shall not be signed until the life safety inspection has been performed by the Ketchum Building Official. The building was built in 1980 and has no outstanding design review requirements.

Conclusion: This standard shall be met with the following condition:

- The final plat shall not be signed by the City Clerk and recorded until the townhouse building shell and all common areas have received life safety inspection and approval by the Ketchum Building Official.

**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.**

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

Conclusion: 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.**

Finding: All other ordinances and regulations shall be followed.

Conclusion: This standard shall be met.

### **CONCLUSIONS OF LAW**

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Division provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Council for review of this application.
4. The proposed preliminary plat **does** meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.

### **DECISION**

**THEREFORE**, the Ketchum City Council **approves** this final plat application this 19<sup>th</sup> day of February, 2013, subject to the following recommended conditions:

1. This approval is given for the final plat of Park Place III Townhome plans dated January 22, 2013 by Bruce Smith, Alpine Enterprises, Inc.
2. The Covenants, Conditions and Restrictions (CC&R's) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's and Party Wall Agreement;
3. The failure to record a final plat approved by the Council within one (1) year after approval by the Council shall cause all approvals of said final 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";
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. If the irrigation system installation is not completed prior to the City Clerk's signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation prior to such signature;
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code and shall be inspected and meet the approval of the Ketchum Building Official; and
9. Prior to the City Clerk's signature of final plat, the townhouse building shell and all common areas shall receive life safety inspection and approval by the Ketchum Building Official.

Findings of Fact **adopted** this 19<sup>th</sup> day of February, 2013 and signed.

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

STATE OF IDAHO            )  
  ) ss.  
County of Blaine            )

On this 19<sup>th</sup> day of February, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Hall, known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
Commission Expires:

# City of Ketchum, Idaho

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



February 11, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

**Park Place IV Townhomes,  
Townhouse Subdivision Final Plat,  
Stephen Poorman/Bonnie Garmen and F. William Hayes, Applicants**

Introduction/History

This application by Stephen Poorman/Bonnie Garmen, William Hayes Trust (represented by Bruce Smith, Alpine Enterprises, Inc.) is a request for the approval of townhouse subdivision final plat, of existing Park Place IV Condominiums, Units 1 & 2. The resultant subdivision will be called Park Place IV Townhomes, Sublots 1 & 2.

The Planning and Zoning Commission unanimously recommended approval of the final plat in their actions and adopted findings of fact, dated February 11, 2013.

Current Report

See attached staff report.

Financial Requirement/Impact

None

Recommendation

I respectfully recommend that the City Council approve the Park Place IV Townhomes, Townhouse Subdivision Final Plat.

Suggested Motion

"I move to approve the Park Place IV Townhomes, Townhouse Subdivision Final Plat, finding the application meets with the applicable review standards with the conditions 1-9, as noted in the staff report."

Sincerely,

Rebecca F. Bundy  
Associate Planner



**STAFF REPORT  
KETCHUM CITY COUNCIL  
MEETING OF FEBRUARY 19, 2013**

**APPLICANTS:** F. William Hayes and Bonnie Garmen/Stephen Poorman

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises, Inc.

**PROJECT:** Park Place IV Townhomes

**FILE NO.:** 12-091-b

**REQUEST:** Final plat approval for the conversion of a two (2) unit condominium building into a two (2) unit townhouse building, with each unit its own subplot.

**LOCATION:** Park Place IV Condominiums, Units 1 & 2 (261 and 271 West Seventh Street)

**ZONING:** General Residential – Low Density (GR-L)

**NOTICE:** A public hearing notice was published in the Idaho Mountain Express on August 22, 2012. Property owners within 300 feet of the subject property were mailed notice on August 23, 2012. At the public hearing before the Commission on September 10, 2012, the hearing was continued on the record to a special meeting on September 21, 2012, at 9:00 a.m. No further notice is required.

**REVIEWER:** Rebecca F. Bundy, Associate Planner

**ATTACHMENTS:**

- A. Final Plat Application, received January 8, 2013
  - Application Form, dated January 7, 2013
  - Transmittal, dated January 9, 2013
  - Withdrawal of the Park Place Condominium IV Project from Condominium Property Act
  - Townhome Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Park Place IV Townhomes
  - Park Place IV Townhomes, Final Plat, dated January 22, 2013
- B. Certification by Structural Engineer that Party Wall meets Requirements, dated December 11, 2012
- C. Park Place IV Townhomes Final Plat Findings of Fact, Planning and Zoning Commission, signed February 11, 2013

- D. Park Place III & IV Townhomes Preliminary Plat Findings of Fact, City Council, signed November 5, 2012 (See Park Place III Staff Report, Attachment D.)
- E. Approved Park Place III & IV Townhouse Preliminary Plat, dated August 11, 2012 (See Park Place III Staff Report, Attachment E.)
- F. Department Comments (See Park Place III Staff Report, Attachment F.)

**BACKGROUND:**

1. The applicant is requesting final plat approval to convert an existing two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.
2. The final plat application received unanimous recommendation of approval by the Planning and Zoning Commission, with Findings of Fact signed on February 11, 2013. (See Attachment C.)
3. The preliminary plat application received unanimous City Council approval on October 15, 2012, subject to Conditions #1 – 14 below (in **bold** type). (See Findings of Fact, Instrument #603330, Attachment D), signed on November 5, 2012. Staff comments on the current application are in lighter type.
  1. **The Covenants, Conditions and Restrictions (CC&R's) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's and Party Wall;** Remains in effect as a standard condition.
  2. **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;** Remains in effect as a standard condition.
  3. **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;** Remains in effect as a standard condition.
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    - b. **Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,****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";** Remains in effect as a standard condition.

5. **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; Remains in effect as a standard condition.**
6. **Each unit shall install its own stand-alone irrigation system confined to its subplot property lines prior to approval of the final plat;** Installation of stand-alone irrigation systems will not be possible until the ground thaws. This condition has been modified to say that, if the irrigation system installation is not completed prior to the City Clerk’s signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation. The applicant has been provided a sample security agreement that spells out the terms of such agreement.
7. **Park Place III, Unit 2 (291 West Seventh Street) shall remove any portion of the railroad tie planter, that was installed in the street right-of-way without permission of the City, prior to approval of the final plat. Any landscaping to be placed in the City right-of way necessitated by the removal of the planter structure shall meet with the approval of the Planning Division and the Streets Department;** The landscaping planter was located at Park Place III. This condition does not apply to Park Place IV and has been removed from the current conditions.
8. **The CC&R language for each subdivision shall be changed as follows: Paragraph 9 (a) should include "and otherwise in compliance with applicable local, state, and federal law", prior to final plat application;** CC&R language, Paragraph 9 (a) has been modified to meet this condition. This condition has been met and removed from current recommended conditions.
9. **The current utility locations, to the extent known, shall be made an exhibit of the CC&R’s and recorded with them. At final plat submittal, a plat note shall be added with that same reciprocal utility easement language and description of utility locations. A further note shall indicate that this information can also be found in the CC&R’s, recorded as Instrument No. \_\_\_\_\_;** Current utility locations have been made an exhibit of the CC&R’s and a plat not referencing the CC&R’s has been added. This condition has been met and removed from current recommended conditions.
10. **The units shall be brought into compliance with the International Residential Code, Section 302.2 for townhouse construction; or**

**The following plat note shall be added to the application to the City Council for Preliminary Plat:**

“Although this unit was approved / constructed as a duplex condominium (currently governed by Section R302.3, Two-family dwellings, of the 2009 International Residential Code), on or about \_\_\_\_\_, \_\_\_\_\_, this unit was converted to a non-conforming “Townhouse” pursuant to Ketchum Municipal Code, Section 16.04.070 TOWNHOUSES, insofar as the “Townhouse” is not in compliance with Section R302.2, Townhouses, of the 2009 IRC;” Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.

11. **Any required construction improvements to the party wall between units shall be certified, by a licensed design professional in the State of Idaho prior to approval of the final plat;** Party wall has been certified by Dennis Keierleber, PE, structural engineer, licensed in the State of Idaho. This condition has been met and removed from current recommended conditions.
12. **A plat note shall be added that all parties acknowledge that the fire separation integrity of the common wall between the units may not be compromised in the future in any way. This includes penetrations, removal of drywall, or any other changes to the wall that would compromise its fire separation integrity;** Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.
13. **The applicant and his heirs, assigns and successors and interests shall hold the City harmless and indemnify the City as it pertains to the negligent or intentional actions that inhibit the viability of the common wall between the subject units. Similar restrictions shall be spelled out in detail in the CC&R’s or party wall agreement; and** Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.
14. **Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.** Remains in effect.

## 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 and Party Wall Agreement. The required final plat documents have been submitted with this application and shall be recorded with the final plat.

Recommendation: This standard has been met.

**C. Preliminary Plat Procedure.**

Staff Analysis: This application is for final plat.

Recommendation: This standard does not apply to this final plat application.

**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: The final plat shall not be signed until the life safety inspection has been performed by the Ketchum Building Official. The building was built in 1980 and has no outstanding design review requirements.

Recommendation: This standard shall be met with the following condition:

- The final plat shall not be signed by the City Clerk and recorded until the townhouse building shell and all common areas have received life safety inspection and approval by the Ketchum Building Official.

**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 other ordinances and regulations shall be followed.

Recommendation: This standard shall be met.

**STAFF RECOMMENDATION:** Staff recommends approval of the final plat with the conditions as shown below.

## **COUNCIL OPTIONS:**

Make a motion to:

1. Deny the final plat of Park Place IV Townhome **because of the following standards** (Council to insert reasons for denial) including findings; or,
2. Approve the final plat of Park Place IV Townhome subject to conditions below.

## **RECOMMENDED CONDITIONS:**

1. This approval is given for the final plat of Park Place IV Townhome plans dated January 22, 2013 by Bruce Smith, Alpine Enterprises, Inc.
2. The Covenants, Conditions and Restrictions (CC&R's) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's and Party Wall Agreement;
3. The failure to record a final plat approved by the Council within one (1) year after approval by the Council shall cause all approvals of said final 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";
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. If the irrigation system installation is not completed prior to the City Clerk's signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation prior to such signature;
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code and shall be inspected and meet the approval of the Ketchum Building Official; and
9. Prior to the City Clerk's signature of final plat, the townhouse building shell and all common areas shall receive life safety inspection and approval by the Ketchum Building Official.

IN RE: )  
 )  
 Park Place IV Townhomes ) KETCHUM CITY COUNCIL  
 Final Plat ) - FINDINGS OF FACT,  
 ) CONCLUSIONS OF LAW AND RECOMMENDATION  
 )  
 Permit Number: 12-091-b )

**BACKGROUND FACTS**

**APPLICANTS:** F. William Hayes and Bonnie Garmen/Stephen Poorman

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises, Inc.

**REQUEST:** Final plat approval for the conversion of a two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.

**LOCATION:** Park Place IV Condominiums, Units 1 & 2 (261 and 271 West Seventh Street)

**ZONING:** General Residential – Low Density (GR-L)

**NOTICE:** A public hearing notice was published in the Idaho Mountain Express on August 22, 2012. Property owners within 300 feet of the subject property were mailed notice on August 23, 2012. At the public hearing before the Commission on September 10, 2012, the hearing was continued on the record to a special meeting on September 21, 2012, at 9:00 a.m. No further notice is required.

**REVIEWER:** Rebecca F. Bundy, Associate Planner

**GENERAL FINDINGS OF FACT**

1. The applicant is requesting final plat approval to convert an existing two (2) unit condominium building into a two (2) unit townhouse building, with each unit on its own subplot.
2. The final plat application received unanimous recommendation of approval by the Planning and Zoning Commission, with Findings of Fact signed on February 11, 2013.
3. The preliminary plat application received unanimous City Council approval on October 15, 2012, subject to Conditions #1 – 14 below (in **bold** type), signed on November 5, 2012. Staff comments on the current application are in lighter type.
  1. **The Covenants, Conditions and Restrictions (CC&R’s) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R’s and Party Wall;** Remains in effect as a standard condition.

2. **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;** Remains in effect as a standard condition.
3. **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;** Remains in effect as a standard condition.
4. **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,****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";** Remains in effect as a standard condition.
5. **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;** Remains in effect as a standard condition.
6. **Each unit shall install its own stand-alone irrigation system confined to its subplot property lines prior to approval of the final plat;** Installation of stand-alone irrigation systems will not be possible until the ground thaws. This condition has been modified to say that, if the irrigation system installation is not completed prior to the City Clerk's signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation. The applicant has been provided a sample security agreement that spells out the terms of such agreement.
7. **Park Place III, Unit 2 (291 West Seventh Street) shall remove any portion of the railroad tie planter, that was installed in the street right-of-way without permission of the City, prior to approval of the final plat. Any landscaping to be placed in the City right-of way necessitated by the removal of the planter structure shall meet with the approval of the Planning Division and the Streets Department;** The landscaping planter was located at Park Place III. This condition does not apply to Park Place IV and has been removed from the current conditions.
8. **The CC&R language for each subdivision shall be changed as follows: Paragraph 9 (a) should include "and otherwise in compliance with applicable local, state, and federal law", prior to final plat application;** CC&R language, Paragraph 9 (a) has been

modified to meet this condition. This condition has been met and removed from current recommended conditions.

9. **The current utility locations, to the extent known, shall be made an exhibit of the CC&R's and recorded with them. At final plat submittal, a plat note shall be added with that same reciprocal utility easement language and description of utility locations. A further note shall indicate that this information can also be found in the CC&R's, recorded as Instrument No. \_\_\_\_\_; Current utility locations have been made an exhibit of the CC&R's and a plat not referencing the CC&R's has been added. This condition has been met and removed from current recommended conditions.**

10. **The units shall be brought into compliance with the International Residential Code, Section 302.2 for townhouse construction; or**

**The following plat note shall be added to the application to the City Council for Preliminary Plat:**

**"Although this unit was approved / constructed as a duplex condominium (currently governed by Section R302.3, Two-family dwellings, of the 2009 International Residential Code), on or about \_\_\_\_\_, \_\_\_\_\_, this unit was converted to a non-conforming "Townhouse" pursuant to Ketchum Municipal Code, Section 16.04.070 TOWNHOUSES, insofar as the "Townhouse" is not in compliance with Section R302.2, Townhouses, of the 2009 IRC;" Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.**

11. **Any required construction improvements to the party wall between units shall be certified, by a licensed design professional in the State of Idaho prior to approval of the final plat; Party wall has been certified by Dennis Keierleber, PE, structural engineer, licensed in the State of Idaho. This condition has been met and removed from current recommended conditions.**

12. **A plat note shall be added that all parties acknowledge that the fire separation integrity of the common wall between the units may not be compromised in the future in any way. This includes penetrations, removal of drywall, or any other changes to the wall that would compromise its fire separation integrity; Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.**

13. **The applicant and his heirs, assigns and successors and interests shall hold the City harmless and indemnify the City as it pertains to the negligent or intentional actions that inhibit the viability of the common wall between the subject units. Similar restrictions shall be spelled out in detail in the CC&R's or party wall agreement; and Plat note has been added to the final plat. This condition has been met and removed from current recommended conditions.**

14. **Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code. Remains in effect.**

4. Attachments to the February 19, 2013 Staff Report:
- A. Final Plat Application, received January 8, 2013
    - Application Form, dated January 7, 2013
    - Transmittal, dated January 9, 2013
    - Withdrawal of the Park Place Condominium IV Project from Condominium Property Act
    - Townhome Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement for Park Place IV Townhomes
    - Park Place IV Townhomes, Final Plat, dated January 22, 2013
  - B. Certification by Structural Engineer that Party Wall meets Requirements, dated December 11, 2012
  - C. Park Place IV Townhomes Final Plat Findings of Fact, Planning and Zoning Commission, signed February 11, 2013
  - D. Park Place III & IV Townhomes Preliminary Plat Findings of Fact, City Council, signed November 5, 2012
  - E. Approved Park Place III & IV Townhouse Preliminary Plat, dated August 11, 2012
  - F. Department Comments

**APPLICABLE EVALUATION STANDARDS FROM TITLE 16, CHAPTER 16.04**

**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.

Finding: The applicant has made a complete preliminary plat application, including draft CC&R's and Party Wall Agreement. The required final plat documents have been submitted with this application and shall be recorded with the final plat.

Conclusion: This standard has been met.

**C. Preliminary Plat Procedure.**

Finding: This application is for final plat.

Conclusion: This standard does not apply to this final plat application.

**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.**

Finding: The final plat shall not be signed until the life safety inspection has been performed by the Ketchum Building Official. The building was built in 1980 and has no outstanding design review requirements.

Conclusion: This standard shall be met with the following condition:

- The final plat shall not be signed by the City Clerk and recorded until the townhouse building shell and all common areas have received life safety inspection and approval by the Ketchum Building Official.

**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.**

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

Conclusion: 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.**

Finding: All other ordinances and regulations shall be followed.

Conclusion: This standard shall be met.

### **CONCLUSIONS OF LAW**

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Division provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Council for review of this application.
4. The proposed preliminary plat **does** meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.

### **DECISION**

**THEREFORE**, the Ketchum City Council **approves** this final plat application this 19<sup>th</sup> day of February, 2013, subject to the following recommended conditions:

1. This approval is given for the final plat of Park Place IV Townhome plans dated January 22, 2013 by Bruce Smith, Alpine Enterprises, Inc.
2. The Covenants, Conditions and Restrictions (CC&R's) and Party Wall Agreement shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of either the CC&R's and Party Wall Agreement;
3. The failure to record a final plat approved by the Council within one (1) year after approval by the Council shall cause all approvals of said final 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";
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. If the irrigation system installation is not completed prior to the City Clerk's signature of the final plat, the applicant shall post a security deposit with the City for 150% of the estimated cost of such installation prior to such signature;
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code and shall be inspected and meet the approval of the Ketchum Building Official; and
9. Prior to the City Clerk's signature of final plat, the townhouse building shell and all common areas shall receive life safety inspection and approval by the Ketchum Building Official.

Findings of Fact **adopted** this 19<sup>th</sup> day of February, 2013 and signed.

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

STATE OF IDAHO            )  
  ) ss.  
County of Blaine            )

On this 19<sup>th</sup> day of February, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Hall, known or identified to me to be the person whose name is subscribed to the within instrument.

WITNESS my hand and seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
Commission Expires:

<u>Company</u>	<u>Beer</u>	<u>Beer Not to</u>	<u>Wine</u>	<u>Wine Not</u>	<u>Liquor</u>	<u>Approved by Council</u>
	<u>Consumed</u>	<u>be</u>	<u>Consumed</u>	<u>to be</u>		
	<u>on</u>	<u>on</u>	<u>on</u>	<u>on</u>		
	<u>Premises</u>	<u>Premises</u>	<u>Premises</u>	<u>Premises</u>		
Video West		X	X			7/16/2012
La Parrilla	X		X			7/16/2012
A Taste of Thai Sun Valley	X		X			7/16/2012
Sayvour	X		X			7/16/2012
Rickshaw	X		X			7/16/2012
China Panda Restaurant	X		X			7/16/2012
Bigwood Grill	X				X	7/16/2012
Apples	X		X			7/16/2012
La Cabanita Mex	X		X			7/16/2012
Casino Club	X				X	7/16/2012
Thai Cuisine	X	X	X			7/16/2012
Cava Cava	X		X			7/16/2012
Johnny G's	X					7/16/2012
Clarion Inn	X		X			8/6/2012
Il Naso Restaurant	X		X			8/6/2012
The Red Door	X		X			8/6/2012
Headwaters		X		X		8/20/2012
Grill at Knob Hill Inn	X				X	11/5/2012
Mama Inez	X					11/5/2012
Cava Cava				X		11/5/2012
Enoteca	X		X	X		11/19/2012
The Rustic Moose	X		X	X		11/19/2012
Nourish Me		X		X		11/19/2012
The Local Dish	X		X			11/19/2012
Vintage Restaurant	X		X			1/22/2013
Zenergy At Thunder Spring			X			2/19/2013
Velocio	X		X			2/19/2013

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

To the City Council, Ketchum, Idaho

Year Applying for <sup>Feb</sup> August 1, 2011 - July 31, 2013

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

- 1. BEER LICENSE
    - Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
    - Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
  - 2. WINE LICENSE
    - Wine, to be consumed on premises: \$ 200.00
    - Wine, NOT to be consumed on premises: \$ 200.00
  - 3. LIQUOR LICENSE
    - Liquor by the drink \$ 560.00
- Total Due: \$ 200.<sup>00</sup>

STATE LICENSE NO. 8466 COUNTY LICENSE NO. 35 (copies attached)

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

Name of Applicant Zenogy at Thunder Spring LLC  
 D/B/A " "  
 Mailing Address PO Box 1363 Ketchum  
 Phone Number 208-725-0595

Physical Address of business where license will be displayed 245 Raven Rd  
 Record owner of the property Thunder Spring LLC

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

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

If Applicant Is A Partnership or Corporation: Is the corporation authorized to do business in Idaho? Yes LLC (If a corporation, attach list of names and addresses)

Thunder Spring, LLC 240 Leadville Ave Ketchum  
PO Box 284 Sun Valley

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

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

Applicant [Signature] Relation to Business General Manager

Subscribed and sworn to before me this 11 day of February, 2013

[Signature]  
Notary Public or City Clerk or Deputy

License Fee Received \$ 200.00 KS.

License No. \_\_\_\_\_

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

Feb. 19<sup>th</sup> Agenda

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

To the City Council, Ketchum, Idaho

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

August 1, 2012 - July 2013

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- 2. WINE LICENSE
  - Wine, to be consumed on premises: \$ 200.00
  - Wine, NOT to be consumed on premises: \$ 200.00
- 3. LIQUOR LICENSE
  - Liquor by the drink \$ 560.00

Total Due: \$ 400.00 166.65

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

March - July

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

Name of Applicant Velocio, LLC

D/B/A Velocio

Mailing Address PO Box 84 Sun Valley, ID 83353

Phone Number (208) 721-8456

Physical Address of business where license will be displayed 601 Sun Valley Road

Record owner of the property JACK BARITEAU, MANAGING MEMBER, COLONNADE LLC

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: Stephanie Olson PO Box 5714, Ketchum, ID 83340  
Jack Bariteau PO Box 84 Sun Valley, Idaho 83353

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

Applicant Stephanie Olson

Relation to Business OWNER

Subscribed and sworn to before me this 8 day of FEBRUARY, 2013

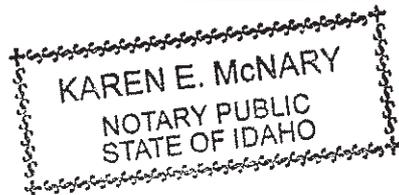
Karen E. McNary  
Notary Public or City Clerk or Deputy Exp. 9-28-16

License Fee Received \$ 1166.65 KS

License No. \_\_\_\_\_

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

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



Feb 19th Agenda