



**REGULAR KETCHUM CITY COUNCIL MEETING**  
**Monday, May 6, 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  
Special City Attorney Cherese McLain  
Ketchum Community and Economic Development Director Lisa Horowitz  
Ketchum Planning Manager Joyce Allgaier  
Ketchum Police Chief Steve Harkins  
Recording Secretary Sunny Grant

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

**2. Communications from Mayor and Councilors**

Mayor Randy Hall thanked everyone who brought motivational speaker Myles Rademan to Ketchum.

The Ketchum Arts Commission is sponsoring a local presentation by Seattle-based public artist and urban planner Jack Mackie.

Mayor Hall congratulated Bigwood Bread, which is groundbreaking their new bakery and café in the Light Industrial District, and also opening a downtown retail outlet on the Fourth Street Heritage Corridor.

**3. Resolution 13-006: Reappointment of Michael Doty to the Planning and Zoning Commission**

Mayor Hall commended P&Z Commissioner Doty and the entire Planning and Zoning Commission for the job they do.

**Council President Baird Gourlay moved to approve Resolution 13-006 reappointing Michael Doty to a three-year term on the Planning and Zoning Commission, which shall expire on May 2, 2016. Motion seconded by Councilor Nina Jonas, and passed unanimously.**

**4. Recommendation to appoint Marty Albertson to the Sun Valley Marketing Board as the Ketchum representative.**

Albertson has extensive national retail and marketing experience and is Director of the National Retail Federation. Council President Baird Gourlay expressed strong support for Albertson.

Mayor Randy Hall read letters from local businessowners who looked forward to Albertson's energy and fresh perspective on the Sun Valley Marketing Alliance.

Mayor Hall acknowledged former SVMA Board President Jake Peters, who helped transition the old Chamber of Commerce during difficult times, and helped build and develop the SVMA into a successful marketing organization.

**Council President Baird Gourlay moved to approve the appointment of Marty Albertson to the Sun Valley Marketing Board as the Ketchum representative. Motion seconded by Councilor Michael David, and passed unanimously.**

**5. Communications from the Public**

No public comment at this time.

**6. Report on Wood River Trail Levy**

*Also Present: BCRD Director of Trails and Facilities Eric Rector  
BCRD Board President Tim Hamilton*

Blaine County Recreation District (BCRD) Executive Director Jim Keating said the Wood River Trail system was constructed over a six year period starting in 1984. The 20-mile non-motorized year-round trail, running from Hulen Meadows to Bellevue, is a vital part of the community, and, along with other single-track trails throughout the valley, sees around 350,000 user days a year.

An audit conducted last summer by Galena Engineering showed surface degradation normal for a 25-30-year-old asphalt surface path. Most of the path surface deterioration can be addressed by recycling the existing surface and overlaying the top, but parts of the path especially in the north will need base repair. Parts of the path will also be realigned to improve safety.

The cost to reconstruct the trail over a two-year period is \$3.5 million. The BCRD passed a resolution on February 22 calling for a special levy election to pay for the Wood River Trails repair project. The levy would require a simple majority.

Council comments and questions:

- Discuss the trail's future route through River Run with Sun Valley Resort.
- Discuss possible connections and park-and-ride locations with Mountain Rides to facilitate use of the bike path as an alternative transportation corridor, as well as access to the trail for recreation.
- Work with the Regional Transportation Committee wildlife subcommittee to investigate wildlife corridors and underpasses and safe interaction with wildlife.

## **7. Champions of the Wood River Trails Presentation**

*Also Present: Champions Treasurer Tom Bowman  
Champions member Wendy Jaquet*

Champions of the Wood River Trails Vice Chairman Dick Fosbury said the citizens group believes trail rehabilitation is necessary for the next generation of trail users. The Rec District has done an excellent job of maintaining the path over the years, but it now needs to be rebuilt.

**Council President Baird Gourlay moved to direct staff to draft a resolution for the Mayor's signature that the Ketchum City Council unanimously supports the Blaine County Recreation District in a \$3.5 million two-year levy override to pay for the rebuild of the Wood River Trails. Motion seconded by Councilor Nina Jonas, and passed unanimously.**

If the levy is successful, the Rec District would receive its first funding in January 2014. The trail would be under construction in the summers of 2014 and 2015. Ketchum Planning Manager Joyce Allgaier said Ketchum would help the Rec District let people know when construction was taking place and about alternative routes and detours.

## **8. Request for authorization to proceed with the Fifth Street Undergrounding Project**

*Also Present: Idaho Power representative Cindy Bradshaw*

Councilor Jim Slanetz recused himself from this discussion.

Ketchum residents voted in 2003 to increase the Idaho Power franchise fee from 1% to 3%. The revenue was projected to be spent in three primary ways: south entrance to town commercial core undergrounding, conversion of streetlights in compliance with the Dark Sky Ordinance, and improvements in residential areas.

Ketchum considered several alternatives to use the revenue from the franchise fee, and compared the alternatives for expense, visibility, and location of transformers/major power poles. The Fifth Street Corridor location is very visible on both sides of Main Street, and crosses Fourth Street as well.

Staff contacted every property on the proposed route by phone to invite them to a meeting. Letters went to all adjoining properties informing them of tonight's meeting.

Solar streetlights have already been purchased through the Walkability project. The total project cost is \$500,000. Local businesses want the work to be done as much as possible by 4<sup>th</sup> of July.

### **PUBLIC COMMENT:**

- Derek Ryan is not personally impacted, but appreciates the City's outreach.
- Dave \_\_\_\_ asked how the project would affect his retail and residential units.
- Kurt Eggers, on behalf of Gary and Susan Martin who own the house on the Library block on the corner of Walnut and Fifth Street, said they commend Ketchum on this initiative, and want to know if the project can extend a little further toward Spruce.

Bradshaw explained that the overhead line is already guyed on the corner of Walnut.

- Former Ketchum City Administrator Jim Jaquet said Ketchum has wanted to underground Fifth Street for many years. It carries a lot of power down Fifth Street and is very visible.
- Letters of support from Charles Stuhlberg, Terry Ring, Tom Knudsen, Chip and Whit Atkinson, and all the Atrium owners.
- Betty Swanson said that Atrium owners agree that undergrounding benefits them and Ketchum.

Ketchum Fire Chief Mike Elle strongly encouraged the undergrounding. Firefighters train at the Fire Station and City Hall using long aluminum ladders, and this would greatly improve their safety.

Councilor Michael David asked that the remaining undergrounding sites be prioritized. Areas of the City have been undergrounded as development has occurred, but future projects will happen as franchise fee funds accumulate. In the future, property owners may want to initiate undergrounding through Local Improvement District or Business Improvement District initiatives.

**Council President Baird Gourlay moved to authorize the expenditure of \$501,506 over the two-year period from the Underground Improvement Fund to facilitate the Fifth Street Undergrounding Project as described in the staff report. Motion seconded by Councilor Michael David. Motion passed with three in favor and Councilor Jim Slanetz recused.**

#### **9. Communications from the Press**

No questions at this time.

#### **Public Hearings:**

#### **10. Ordinance 1106: Amending the FY12-13 Annual Appropriation Ordinance by Appropriating Additional Monies and Specifying Authorized Activities**

Ketchum Council passed a resolution on April 15 calling for a public hearing at tonight's meeting to amend the current year budget to allow for the appropriation of a Ketchum Police Department rebate of \$141,167 and the allocation of \$26,460 in private donations for the Hemingway Park Splash Pad.

PUBLIC COMMENT: NONE

**Council President Baird Gourlay moved to waive the three readings of Ordinance 1106, and read by title only, pursuant to Idaho Code 50-902. Motion seconded by Councilor Michael David, and passed unanimously.**

**Council President Baird Gourlay moved to adopt Ordinance 1106, amending Ordinance 1099, the Annual Appropriations Ordinance for the fiscal year beginning October 1, 2012 and ending September 30, 2013, appropriating additional monies to be received by the City of Ketchum, Idaho in the sum of \$167,627 and providing an effective date. Motion seconded by Councilor Nina Jonas. Roll call: Council President Baird Gourlay yes, Councilor Nina Jonas yes, Councilor Jim Slanetz yes, and Councilor Michael David yes. Motion passed unanimously.**

#### **11. Preliminary FY13-14 Budget Overview and discussion on objectives for the General Fund and related operating funds.**

Ketchum City Administrator Gary Marks said the budget process is beginning a month earlier this year to allow more public comment and Council discussion. Tonight's discussion is on the General Fund, including the Street Maintenance Fund, Fire and Rescue Fund, Ambulance Fund, and Parks and Recreation Fund. Maintaining individual fund balances allows departments to build up funds for capital needs without having a "spend it or lose it" attitude at the end of the year.

Because this is early in the budget process, the figures are "working projections" and may change.

Marks presented an overview of the General Fund. The 2000 Census showed Ketchum had about 3,000 permanent residents. The 2010 Census showed 2,700 permanent residents, and 2011 showed an increase of five people. The City of Ketchum employed 65 people in 2000, and 59 people in 2011, including 12 Police Department employees who are now actually employed by Blaine County. Population has decreased by 10%, and number of employees decreased by 10 employees.

Property tax and miscellaneous revenues (franchise fees, state shared revenue, court fines, etc.) are approximately comparable from year to year. Any real growth in the General Fund will come from Planning and Development fees. Ketchum's Local Option Tax is increasing this year; but the Planning and Development revenues in FY2013 may not even reach the same level as in the last few years.

Ketchum's fund balance got down to a low of 3-4% of revenue a few years ago, immediately after the Recession hit. Ketchum cut back on expenditures and built the balance back up. There are some one-time project expenditures this year but the Fund Balance will remain at about 25%, well above a safe minimum 17% of annual revenues.

Currently expenses out of the Fund Balance are the Walkability project, the Recreation and Public Purpose expense; and other miscellaneous expenses out of the Contingency Fund. The Contingency Fund is an amount that Council appropriates for unexpected expenses in any given year. The Fund Balance is unappropriated money that is set aside separate from what the City intends to spend.

The City is committed to maintaining the Fund Balance at or above 17%. Some suggested FY2014 budget objectives Council can consider:

- Create appropriations in the Fire and Ambulance fund for the new union contract.

- Develop Cost of Living for staff.
- New street equipment that is needed.
- Blaine County Housing Authority support. There is no revenue coming into the In Lieu Housing Fund, and the Fund is now depleted. The BCHA is not authorized to receive LOT, so funding from Ketchum could only come from the General Fund.
- If Ketchum sees an increase in development, Planning staff will have to be increased, perhaps with a contract planner for at least awhile.
- Continuation of the BLM Recreation and Public Purposes Act (R&PP) process.
- Conjunctive Water Rights issues management and professional services.

**PUBLIC COMMENT:**

- Wood River Economic Partnership Executive Director Doug Brown encouraged the City to be prepared for economic development with professional staff.
- Jerry Seiffert said projected population figures in 1976 and 1983 were that Ketchum/Sun Valley would have 20,000 people.

Council President Baird Gourlay said City Administrator Gary Marks had started the three-month annual budget process a month early to allow more time for public comment. The budget presented this early is a little speculative, and will have to be redone in a couple months to be more accurate. There was very little public comment on the budget at this evening's meeting; and he asked if it is worth the extra time to start the budget process so early.

Councilor Jonas said the problem was that Council and the public had no chance to see the budget and analyze it before it was presented this evening. Last year, the budget was done before the Council retreat, so Council didn't have much input into the budget.

Councilor Jim Slanetz agreed that the public didn't have time to see the budget in order to comment on it. He would like to find some money to put aside for land acquisition and building.

Marks said the preliminary budget would be on the website tomorrow. The public would have two weeks to review the budget prior to the public hearing at the next Council meeting. The public can continue to review the budget throughout the summer budget process before the final budget is adopted the first of September; but numbers are likely to change a little or a lot from this early date to the final budget. The purpose of this budget presentation is to give Council a preliminary \$300,000 fund balance figure that is available for major projects.

Councilor David said having a preliminary budget to work with was good, even if the numbers were preliminary. Knowing the amount of the operating excess allowed them to know what they had available for discretionary projects.

**12. Councilor Nina Jonas moved to amend tonight's agenda to add a resolution in support of the Wood River Trails levy to the Consent Calendar. Council President Baird Gourlay seconded the motion, and it passed unanimously.**

**Agreements and Contracts:**

**13. Memorandum of Understanding with the Idaho Tax Commission regarding collection and enforcement of local option taxes**

*Also Present: Idaho State Tax Commission Audit and Collections Division Administrator Randy Tilley*

Special City Attorney Chereese McLean said Idaho Code Title 50 Section 1049 gives cities permission to work with the State Tax Commission for the collection and enforcement of the city's local option tax. Mayor Hall, City Administrator Marks and city attorneys have met on numerous occasions to discuss how the State Tax Commission can assist the City with collection of the LOT.

The State Tax Commission will set up and design software in July at a one-time IT cost of \$68,600 that would come out of Ketchum's FY2013 budget. The annual contract is \$192,000 (transaction based average of \$92,800 and audit premium sales destination for \$100,000). The Tax Commission has to offer the service to Idaho cities, but has to charge dollar for dollar to cover their costs. The Tax Commission receives its fee from a portion of the LOT revenue.

The State Tax Commission would begin LOT collection in January, 2014. The MOU provides for about 2,500 hours of State Tax Commission staff time (the equivalent of 2½ full-time employees) toward Ketchum LOT transactions. The contract expires 2017, but the City can terminate the contract with 60 days notice.

Randy Tilley explained how the State Tax Commission operates in the collection of state tax, which would work for local option tax as well. When the State Tax Commission does a sales tax audit, other taxes are audited at the same time. LOT taxes would be treated by the Tax Commission like taxes owed the state.

Councilor Jim Slanetz questioned if the State Tax Commission would produce a good enough return to make their service worth the \$192,000 cost. He would prefer to take a year to make it known that Ketchum was going to get serious and give people a year to comply.

Mayor Hall said audits of Ketchum businesses the last couple years showed significant discrepancies in several sectors of the economy, including 60% noncompliance in construction, and 50% noncompliance in cash retail businesses. Consultants believe Ketchum is losing up to \$500,000 in LOT revenue. The State doesn't give cities enabling authority to enforce compliance. Businesses that pay their fair share are subsidizing businesses who are cheating. Ketchum needs to get serious about collecting LOT from everyone who owes it.

Tilley said the Tax Commission had been administering sales and use tax since 1965; and auditing and collecting state sales tax. The State Tax Commission already has auditors searching specifically for Vacation Rentals by Owners as a project for state sales tax; and they are broadening examination of cash businesses. The Contract Desk in the Sales and Use Tax Audit department contacts contractors who've been awarded bids to be sure they're registered for withholding tax, and finds out who their suppliers are and if LOT was collected. If LOT isn't being collected, the Tax Commission educates the contractor and gets them into the system for collecting LOT.

#### PUBLIC COMMENT:

- Wood River Economic Partnership Executive Director Doug Brown said Ketchum businesses were shocked at the degree of noncompliance. Taxes must be enforced, and the State Tax Commission is available to do it. This is one way to get the marketing dollars Ketchum needs.
- Former Ketchum City Administrator Jim Jaquet said he had always been frustrated with lack of compliance. The only leverage the City had in collecting LOT was revocation of sales tax permits. The Sales Tax Commission has the authority and leverage to make sure people pay their fair share. He felt the City had to make the investment in the Sales Tax Commission to get an effective collection system in place.
- Former Ketchum Mayor Jerry Seiffert said local officials didn't think about enforcement when they wrote the original bed and booze tax bill. Right from the start, a lot of businesses weren't compliant, and Seiffert walked up and down the street to talk to people and get them to pay the tax. Seiffert strongly encouraged all four members of the Council to support the agreement with the State Sales Tax Commission. Everyone has to pay their fair share to support infrastructure. He added that Ketchum's elected leadership had always been innovative.
- Wendy Jaquet said the State Tax Commission was the responsible, professional and fairest way to proceed. People need to be educated and the State Tax Commission's audit division can do that.
- Bob Jonas urged Council to focus more on education and less on noncompliance and fairness.

Tilley said the State Tax Commission had a lot of information, and agreements with the IRS to share the information. The Tax Commission will compare local businesses with State Sales and Use Tax permit holders and educate them in paying LOT. If compliance improves in the next year or two, the contract level of enforcement and activity can be adjusted.

Councilor David said Ketchum didn't have the resources to administer the LOT tax, and the State Tax Commission does. It may not pay for itself immediately, but Ketchum had to give it a try. It is an investment in fairness, especially since there is likely to be another proposed 1% tax in the future for Fly Sun Valley Alliance.

Councilor Gourlay said Ketchum has known for a long time that VRBO and construction were enormously noncompliant. Enforcement would take a CPA and one more FTE, which would cost close to the same amount as the State Tax Commission, but still not provide collection or enforcement.

Councilor Jonas expressed concern that businesses who are paying the LOT are going to lose their investment in local services like Mountain Rides if the LOT revenue gained doesn't equal the State Tax Commission expense. She suggested they try the least expensive administrative option offered by the Tax Commission. Jonas also didn't like sending \$192,000 out of the community; and losing businesses' point of contact with City Hall.

Councilor Jim Slanetz said he tried to pay a VRBO on the State Tax Commission website, and was unable to figure it out. He suggested they not accuse people of not paying VRBO until they make it possible.

Councilor Jonas questioned the credit card charge. Special City Attorney McLean said the Sales Tax Commission found it saved paperwork and time, and could be deleted at a later date.

**Council President Baird Gourlay moved to approve the Memorandum of Understanding with the Idaho State Tax Commission regarding the collection and enforcement of Local Option Tax. Motion seconded by Councilor David. Councilor Michael David and Council President Baird Gourlay favored the motion; Councilor Jim Slanetz and Councilor Nina Jonas opposed the motion. Mayor Randy Hall broke the tie in favor of the motion, and it passed three to two.**

**14. Amended Memorandum of Understanding with Bureau of Land Management for environmental work for the Ketchum Recreation and Public Purposes application and Administrative Support Agreement with Bureau of Land Management and other related administrative matters.**

Ketchum Parks and Recreation Director Jen Smith said the BLM is dealing with court-mandated requirements in Idaho; and the BLM nationwide currently does not have staff or financial resources to process discretionary actions, including Ketchum's R&PP. The Idaho BLM realizes that Ketchum has spent a lot of time and money on this R&PP, and is allowing the Ketchum R&PP Steering Committee to move the R&PP forward at Ketchum's expense.

Ketchum Parks Department had a formal 3-year Assistance Agreement with the BLM beginning in 2006. The BLM paid Ketchum Parks and Rec \$2,500 annually to provide maintenance at the two BLM sites. The original agreement continued past 2009, but BLM can no longer pay Ketchum to provide maintenance. Parks staff suggest that Ketchum continue to provide regular visits and maintenance, and communication to BLM, at no cost.

Special City Attorney Cheresse McLain said the R&PP steering committee met with the State BLM director and department heads the beginning of 2013. The BLM agreed to an MOU to allow Ketchum to move forward with the necessary Environmental Assessment at the City's expense. But the BLM isn't able to review the EA, so private donors have offered to pay a contractor hired by the BLM to review the EA.

This MOU with BLM, originally signed in December, is amended to set forth the procedure of the third party Environmental Assessment review, and includes the Administrative Support Agreement that describes how finances will work for the third party EA reviewer. This should considerably expedite the R&PP process. The MOU clearly gives Ketchum the right to refuse any additional expense that is not included in the MOU; and Ketchum can stop the process at any time.

GeoEngineers has been in touch with all permitting agencies. When this project moves forward, Ketchum will have to apply for a 404 permit. If Ketchum applies for the 404 permit now, the Army Corps of Engineers will be prepared to process the permit when the EA is approved.

Project cost is estimated at \$2.6 million, which includes the design cost of \$300,000. The project cost would be split among three partners: Ketchum, the Wood River Land Trust and the Wood River Whitewater Park Committee. S<sub>2</sub>O would like to begin final design work in July, with roughly half the total design cost of \$155,000. Ketchum would pay its 40% of the cost out of its Contingency Fund, and budget the remainder in FY2014.

Corrections: Ketchum meeting minutes of September 17, 2012 gave the S<sub>2</sub>O contract amendment cost for EA services as \$100,240, but it should be \$101,240. Tonight's Staff Report said Change Orders totaled \$6,299. The correct amount is \$9,299.

**Councilor Nina Jonas moved to approve the Amended Memorandum of Understanding with Bureau of Land Management for environmental work for the Ketchum Recreation and Public Purposes application; approve the Administrative Support Agreement with Bureau of Land Management; and approve the Parks Division's continued Maintenance and Management Assistance to BLM without charge through FY2013; and direct staff to continue with plans regarding a final design process with S<sub>2</sub>O Design and Engineering with final costs for FY2013 and FY2014, brought back to Council in early June along with an amended contract for design work. Motion seconded by Councilor Jim Slanetz, and passed unanimously.**

Council President Baird Gourlay commended everyone working on the R&PP for an awesome job, but said Ketchum kept committing to added costs for a huge project that would require huge maintenance and only be used a few months of the year, in the face of federal Sequester budget cuts.

**PUBLIC COMMENT:**

- Jim Jaquet, Hulen Meadows resident, said the Hulen Meadows pond would go away without this project to restore it. The entire R&PP project would attract people from outside the area, and provide many benefits for the entire Wood River community.
- Bob Jonas concurred.
- Wood River Land Trust Executive Director Scott Boettger and Senior Conservation Coordinator Keri York called to support the R&PP project.

**15. Bald Mountain Lodge Development Agreement, Second Amendment**

*Also Present: James D. Garrison, Bald Mountain Lodge Project Manager*

This is the legal document that will implement the Findings of Fact of the Council decision on the Planned Unit Development. The Development Agreement failed to revise the amount of required Community Housing due to the project's change of the fourth floor to hotel rooms. Jim Garrison said Ketchum Code based the amount of required Community Housing on square footage.

Councilor Jonas was not present at the previous Council meeting, but agreed with the sentiment expressed at that meeting that keeping the three incentive timeline scenarios through a second one-year extension was annoying.

**Council President Baird Gourlay moved to approve the amendment to the Bald Mountain Lodge Development Agreement, as provided in the staff report dated April 30, 2013, and authorize the mayor to sign the Development Agreement, subject to some language implemented in the timelines relative to community and employee housing that verify those formulas based on the size of the building as submitted in the building permit drawings. Motion seconded by Councilor Michael David, and passed with three in favor and Councilor Jim Slanetz against because he wanted to delay the decision.**

**16. Consent Calendar**

- a. Approval of minutes from the Regular April 15, 2013 and Special April 24, 2013 Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Request to approve Findings of Fact and Conclusions of Law and Decision, Bald Mountain Lodge Conditional Use Permit Amendment
- d. Recommendation to revoke certain LOT tax permits due to delinquency
- e. Resolution 13-008 supporting the levy for the Wood River Trails

**Councilor Nina Jonas moved to approve Resolution 13-008 that the City supports the additional levy for Wood River Trails. Motion seconded by Councilor Michael David, and passed unanimously.**

**Council President Baird Gourlay moved to approve the Consent Calendar, seconded by Councilor Jim Slanetz. Motion passed with three in favor and Councilor Nina Jonas abstained since she was absent from the meeting.**

**16. ADJOURNMENT**

**Council President Baird Gourlay moved to adjourn at 9:59 pm. Councilor Nina Jonas seconded the motion, and it passed unanimously.**

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

ATTEST:

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

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2171-2000 P/R TAXES PBL--STATE W/H</b>			
STATE TAX COMMISSION	PR0517131	State Withholding Tax Pay Period: 5/17/2013	5,916.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
III-A	PR0517131	Health Ins - Family Pay Period: 5/17/2013	9,705.08
III-A	PR0517131	Health Ins - Employee Pay Period: 5/17/2013	16,509.78
III-A	PR0517131	Health Ins - Employee + Spouse Pay Period: 5/17/2013	223.16
III-A	PR0517131	Health Ins - Employee + Spouse Pay Period: 5/17/2013	13,962.48
III-A	PR0517131	Health Ins - Family Pay Period: 5/17/2013	526.10
III-A	PR0517131	Health Ins - Family Pay Period: 5/17/2013	21,836.43
III-A	PR0517131	Health Ins - Employee + 1 Chld Pay Period: 5/17/2013	53.40
III-A	PR0517131	Health Ins - Employee + 1 Chld Pay Period: 5/17/2013	4,356.76
III-A	PR0517131	Health Ins - Employee + 2 Chld Pay Period: 5/17/2013	124.44
III-A	PR0517131	Health Ins - Employee + 2 Chld Pay Period: 5/17/2013	11,812.92
III-A	PR0517131	Health Ins - Family Pay Period: 5/17/2013	105.22
III-A	PR0517131	Health Ins - Family Pay Period: 5/17/2013	4,852.54
III-A	PR0517131	Health Ins - Family Pay Period: 5/17/2013	105.22
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	PR0517131	AFLAC After-Tax Pay Period: 5/17/2013	155.73
AFLAC	PR0517131	AFLAC Pre-Tax Pay Period: 5/17/2013	717.79
<b>01-2172-2000 P/R DEDUC PBL--LIFE &amp; L.T.DISB</b>			
LifeMap Billing	PR0517131	Long Term Disability Pay Period: 5/17/2013	1,082.24
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - 1 Child Pay Period: 5/17/2013	198.44
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - Employee Pay Period: 5/17/2013	823.84
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - Spouse Pay Period: 5/17/2013	148.56
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - Spouse Pay Period: 5/17/2013	508.86
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - Family Pay Period: 5/17/2013	647.08
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - Family Pay Period: 5/17/2013	899.25
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - 2+ Child Pay Period: 5/17/2013	122.28
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - 2+ Child Pay Period: 5/17/2013	271.60
DELTA DENTAL PLAN OF IDAH	PR0517131	Dental Insurance - 1 Child Pay Period: 5/17/2013	69.28
<b>01-2173-3000 P/R DEDUC PBL--PEBSCO</b>			
NATIONWIDE RETIREMENT SOL	PR0517131	Nationwide - 0026904-001 Pay Period: 5/17/2013	775.63
<b>01-2174-0000 P/R DEDUC PBL--GARNISHMENTS</b>			
CHILD SUPPORT SERVICES	PR0517131	Child Support Pay Period: 5/17/2013	269.68
IDAHO STATE TAX COMMISSIO	PR0517131	Garnishments Pay Period: 5/17/2013	129.17
<b>01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.</b>			
PIONEER FEDERAL CREDIT UNI	PR0517131	Pioneer Federal Credit Union Pay Period: 5/17/2013	2,350.00
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
NBS-NATIONAL BENEFIT SERVI	PR0517131	125 Medical Savings Pay Period: 5/17/2013	1,277.55
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	PR0517131	125 Dependant Care Pay Period: 5/17/2013	480.77
Total :			101,017.28

**LEGISLATIVE & EXECUTIVE****01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)**

NBS-NATIONAL BENEFIT SERVI HRA41400-201 HRA Vision 2013 Claims

3.45

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4110-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-04/13	ACCT. 1856	198.39
<b>01-4110-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	10.97
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
HALL, RANDY	050113	Travel Expenses	55.14
US BANK	04/25/13	Randy Meeting Expenses	324.27
US BANK	04/25/13	Travel for Nina & Randy	1,293.38
Total LEGISLATIVE & EXECUTIVE:			1,885.60
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	384.83
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	495.63
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA Vision 2012 Claims	7.57
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ATKINSONS' MARKET	1856-04/13	ACCT. 1856	30.00
BUSINESS AS USUAL	112696	Office Supplies	57.68
CHATEAU DRUG CENTER	1003320	Supplies	13.25
OFFICE MAX INCORPORATED	448373	Office Supplies	25.35
UNIFIED OFFICE SERVICES	162553	Office Supplies	39.99
US BANK	04/25/13	Supplies - Coffee & Lightbulbs	6.51
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	49223	CONTRACT SUPPORT	298.56
GRANT, SUZANNE	05/13/13	CC Minutes 05/08/13 & 05/09/13	82.50
GRANT, SUZANNE	050813	CC Minutes 05/06/13	405.00
KETCHUM COMPUTERS, INC.	9390	Computer Maintenance	80.00
KETCHUM COMPUTERS, INC.	9391	Computer Maintenance	75.00
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	19.38
US BANK	04/25/13	Google Adwords	8.18
WHITNEY L. MCNEES	050313	Myles Rademan Interview	250.00
WHITNEY L. MCNEES	18	Myles Rademan Video	222.50
RED SKY PUBLIC RELATIONS	9777	Puplic Relations/Communications	3,434.66
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-04/13	Account 2196	669.92
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
GOSCMA	041913	Annual Fees	100.00
IDAHO CITY CLERKS, TREASUR	050113	District IV Dues for Sandy Cady & Pat Bennett	14.00
<b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>			
MARKS, GARY	043013	IIIA Travel Expenses	195.71
MARKS, GARY	050913	GOSCMA Training Expenses	275.28
US BANK	04/25/13	Gary Meeting Expenses	103.14
US BANK	04/25/13	Travel Expenses - III-A	87.01
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1257540549	ACCT. 74754376	94.51

Vendor Name	Invoice Number	Description	Net Invoice Amount
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	878.86
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262m	386.35
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	91.11
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	9375	Computer Maintenance	1,960.00
US BANK	04/25/13	Computer & Server Maintenance	165.64
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	723038	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	723570	ACCT. 960	48.00
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	276.29
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
ESPINOZA ASSOCIATES FLOORI	CG202980	Carpet for Upstairs	2,177.38
ESPINOZA ASSOCIATES FLOORI	CG202992	Upstairs Carpet	379.09
KETCHUM COMPUTERS, INC.	9390	Computer Maintenance	75.00
WAXIE SANITARY SUPPLY	73911239	Supplies	452.65
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
US BANK	04/25/13	Chair Return	579.28-
Total ADMINISTRATIVE SERVICES:			13,847.25
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
MOORE SMITH BUXTON & TUR	44399	1536-03 - General	10,790.57
MOORE SMITH BUXTON & TUR	44404	1536-39 - RPP Application	957.53
MOORE SMITH BUXTON & TUR	44405	1536-42 Local 4758 v. Ketchum	238.75
MOORE SMITH BUXTON & TUR	44407	1536-46 - Water Rights	576.05
Total LEGAL:			12,562.90
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	205.29
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ATKINSONS' MARKET	1856-04/13	ACCT. 1856	3.22
BUSINESS AS USUAL	112696	Office Supplies	115.36
US BANK	04/25/13	Willow Papery - Office Supplies	33.71
US BANK	04/25/13	Supplies - Coffee & Lightbulbs	12.98
<b>01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL</b>			
BUSINESS AS USUAL	112696	Office Supplies	143.86
US BANK	04/25/13	Supplies - Coffee & Lightbulbs	12.98
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
FORSGREN ASSOCIATES, INC.	212279	Engineering Services	345.00
GALENA ENGINEERING, INC.	1318.151-02/13	Plat Checks	57.50
GALENA ENGINEERING, INC.	1318.151-05/12	Plat Checks	316.25
GALENA ENGINEERING, INC.	1318.151-12/12	Plat Checks	1,207.50
GALENA ENGINEERING, INC.	1318.153-05/13	Plat Checks	287.50
KETCHUM COMPUTERS, INC.	9392	Computer Maintenance	50.00
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	26.85

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4170-4264 PROF SVC-BALD MOUNTAIN LODGE</b>			
MOORE SMITH BUXTON & TUR	44399	1536-03 - General	180.00
<b>01-4170-4266 PROFESSIONAL SERVICES-ECON DEV</b>			
LSC TRANSPORTATION CONSU	46786	Ketchum Transit Plaza	510.00
<b>01-4170-4267 PROFESSIONAL SVC-COMP PLAN</b>			
CLARION	5384	Comp Pan Services	8,331.04
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-04/13	Account 2196	534.33
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	04/25/13	Joyce Travel & Meeting Expenses	1,241.71
US BANK	04/25/13	Rebecca Travel Expenses	1,075.80
<b>01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL</b>			
US BANK	04/25/13	Lisa H. Meeting Expenses	122.98
<b>01-4170-6910 OTHER PURCHASED SERVICES</b>			
SUN VALLEY SHUTTERS & SHA	6709	Screen Shades for Joyce's Office	272.00
Total COMMUNITY PLANNING/DEVELOPMENT:			15,085.86
<b>CONTINGENCY</b>			
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
BARBARA'S PARTY RENTAL, IN	050213	Banquet Tables at Ski Museum	167.00
MURRAY, JO	778	R&PP Outreach	722.50
S2O DESIGN AND ENGINEERING	110113	White Water Park	780.00
SMOKY MTN. PIZZA	050213	Miles Reidman Lunch	235.00
RADEMAN, MYLES	050113	Speaker Fee	867.25
Total CONTINGENCY:			2,771.75
<b>CONTRACT FOR SERVICES</b>			
<b>01-4196-4200 PROF.SRVCS-BLM/WHITE WA PARK</b>			
S2O DESIGN AND ENGINEERING	110114	White Water Park	5,477.64
Total CONTRACT FOR SERVICES:			5,477.64
<b>CAPITAL IMPROVEMENTS</b>			
<b>01-4197-7850 KCDC WALKABILITY PROJECT</b>			
BOUISS & ASSOCIATES, PA	050113	Walkability	452.50
BOUISS & ASSOCIATES, PA	15571	Walkability	695.00
GALENA ENGINEERING, INC.	1318.153-05/13	Walkability Project	287.50
Total CAPITAL IMPROVEMENTS:			1,435.00
<b>BUILDING</b>			
<b>01-4240-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	112696	Office Supplies	57.67
US BANK	04/25/13	Supplies - Coffee & Lightbulbs	6.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4240-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9392	Computer Maintenance	12.50
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	4.47
YASENAK, BARBARA	823	Secretary Services	1,085.40
Total BUILDING:			1,166.54
Total GENERAL FUND:			155,249.82
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
SUN VALLEY EVENTS	414	Wagon Days Services	1,100.00
SUN VALLEY EVENTS	414	Constant Contact	30.00
Total WAGON DAYS EXPENDITURES:			1,130.00
Total WAGON DAYS FUND:			1,130.00
<b>STREET MAINTENANCE FUND</b>			
<b>04-3400-3600 BANNER FEES</b>			
PENNY WEISS	050613	Refund for Blood Drive Banner	100.00
Total :			100.00
<b>STREET</b>			
<b>04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	17.80
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	162.57
<b>04-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA Vision 2012 Claims	3.02
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA Vision 2013 Claims	1.47
<b>04-4310-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-04/13	ACCT. 1856	30.00
BUSINESS AS USUAL	112647	Office Supplies	110.43
COLOR HAUS, INC.	137306	Cartridges	37.50
DAVIS EMBROIDERY	20801	Embroider Services	56.00
FASTENAL COMPANY	IDJER41752	Parts	14.32
TREASURE VALLEY COFFEE IN	2160:03196249	COFFEE	123.35
US BANK	04/25/13	Uniforms	342.11
<b>04-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
SINCLAIR FLEET SERVICES	32534920	acct. 0464-00-747801-9	177.60
UNITED OIL	731487	ACCT. 37269	428.99
<b>04-4310-4200 PROFESSIONAL SERVICES</b>			
CENTRAL DRUG SYSTEM, INC.	222399	Random Processing Fee	1.17
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	38.98
<b>04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
LHTAC	T2-032813-3	T2 Center Classes	80.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
LHTAC	T2-050713-19	T2 Center Classes	520.00
<b>04-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1257540549	ACCT. 74754376	5.23
<b>04-4310-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	94.03
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	354.69
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	65.11
<b>04-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-58215	Parts & Supplies	12.34
RIVER RUN AUTO PARTS	6538-58500	Parts & Supplies	59.31
RIVER RUN AUTO PARTS	6538-58503	Parts & Supplies	9.94
RIVER RUN AUTO PARTS	6538-58588	Parts & Supplies	71.78
RIVER RUN AUTO PARTS	6538-58610	Parts & Supplies	23.09
SILVER CREEK FORD	14332	Ford Explorer Repairs	83.98
SILVER CREEK FORD	14346	Ford Explorer Repairs	157.93
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
FREIGHTLINER OF IDAHO	135260	Parts & Supplies	142.23
FREIGHTLINER OF IDAHO	CM134772	Parts & Supplies	31.73
IDAHO POWER COMPANY	121712	Transformer Repair	571.85
METROQUIP, INC.	19385	Supplies	1,323.32
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400224854	ACCT. 241076800	30.99
AMERIPRIDE LINEN	2400226623	ACCT. 241076800	64.18
KETCHUM COMPUTERS, INC.	9377	Computer Maintenance	120.00
NORCO	11406278	ACCT. 53271	210.18
<b>04-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-907716	Signage	4,658.58
ECONO SIGNS LLC	10-907819	Signage	751.66
<b>04-4310-6930 STREET LIGHTING</b>			
A.C. HOUSTON LUMBER CO.	14-308483	Supplies	26.18
IDAHO POWER	1482547825-04	ACCT. 1482547825	6.99
IDAHO POWER	322623384-04/	ACCT. 322623384	5.40
IDAHO POWER	4083074003-04	ACCT. 4083074003	22.71
IDAHO POWER	528357116-04/	ACCT. 528357116	12.85
IDAHO POWER	9337189101-04	ACCT. 9337189101	76.96
PLATT	3288839	Street Lights	698.60
PLATT	3303746	Street Lights	129.40
PLATT	3303914	Street Lights	238.46
PLATT	3335296	Street Lights	148.00
PLATT	3335313	Street Lights	48.60
PLATT	3335871	Street Lights	449.10
PLATT	3350942	Street Lights	57.00
PLATT	3354284	Street Lights	246.46
PLATT	3354342	Street Lights	398.00
PLATT	3369245	Street Lights	33.60
PLATT	3434155	Street Lights	28.21
PLATT	3438158	Street Lights	63.00
PLATT	3443647	Street Lights	78.35
<b>04-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	14-307843	Supplies	8.73

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	14-308664	Supplies	22.29
PIPECO, INC.	119509	Supplies	2.07
SAWTOOTH WOOD PRODUCTS, I	78484	Supplies	41.45
SHERWIN-WILLIAMS CO.	6036-7	Supplies	5.19
WALKER SAND AND GRAVEL	13074	Road Materials	254.64
Total STREET:			12,775.64
Total STREET MAINTENANCE FUND:			12,875.64
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-2300 FIREMEN'S RETIREMENT-CITY</b>			
RIVER RUN AUTO PARTS	6538-58261	Parts & Supplies	4.36
<b>10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	1,631.17
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	792.99
<b>10-4230-2900 PERFORMANCE AWARDS</b>			
F-STOP	113099	Frame	6.43
<b>10-4230-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11038250	Cleaning Services	13.33
ATKINSONS' MARKET	1841-04/13	ACCT. 1841	108.54
BUSINESS AS USUAL	112696	Office Supplies	28.84
CHATEAU DRUG CENTER	985628	Supplies	.78
CHATEAU DRUG CENTER	987995	Supplies	12.33
CHATEAU DRUG CENTER	988975	Supplies	11.38
CHATEAU DRUG CENTER	989082	Supplies	3.79
L.N. CURTIS & SONS	3133924-00	Supplies	1,331.00
LUTZ RENTALS	25145	Rental Equipment	8.50
US BANK	04/25/13	Supplies - Coffee & Lightbulbs	3.26
US BANK	04/25/13	Satellite Phone Supplies	67.54
US BANK	04/25/13	Platter for Marta & Mike	25.49
US BANK	04/25/13	Batteries for headlamps	59.00
US BANK	04/25/13	Uniforms	55.23
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	731485	ACCT. 37267	162.77
<b>10-4230-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9392	Computer Maintenance	6.25
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	36.69
YASENAK, BARBARA	823	Secretary Services	361.80
<b>10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
BINNIE, ED	042813	Travel Expenses	97.50
BINNIE, ED	042813	Training Expenses	817.81
RATHFON, JOHN	051013	Training Expenses	357.00
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CHATEAU DRUG CENTER	983310	Supplies	4.99
GLOBALSTAR USA	4664098	ACCT. 1.10022032	13.19
US BANK	04/25/13	GMPCS Communications	11.16

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>10-4230-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
BROOKS WELDING	9099	Services	14.70
<b>10-4230-6000 REPAIR &amp; MAINT--AUTOMOTOVE EQU</b>			
KETCHUM AUTOMOTIVE	57058	Mount and Balance Tires	71.50
KETCHUM AUTOMOTIVE	57061	Mount and Balance Tires	82.50
LES SCHWAB	11700073729	Tires	894.48
RIVER RUN AUTO PARTS	6538-56670	Parts & Supplies	18.95
RIVER RUN AUTO PARTS	6538-58725	Parts & Supplies	127.46
<b>10-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
WHITE CLOUD COMMUNICATIO	72622	Repairs	140.00
HONEYWELL	5225984207	Repairs	600.00
<b>10-4230-6910 OTHER PURCHASED SERVICES</b>			
KETCHUM COMPUTERS, INC.	9393	Computer Maintenance	125.00
MTE COMMUNICATIONS	56983-05/13	DSL	22.83
<b>10-4230-7600 OTHER MACH/EQUIP-EMRG GENERATR</b>			
WHITE CLOUD COMMUNICATIO	71525	Speakers	730.00
Total FIRE & RESCUE:			8,860.54
Total FIRE & RESCUE FUND:			8,860.54
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	2,446.76
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	1,189.48
<b>14-4260-2900 PERFORMANCE AWARDS</b>			
F-STOP	113099	Frame	6.42
<b>14-4260-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1038250	Cleaning Services	13.32
ATKINSONS' MARKET	1841-04/13	ACCT. 1841	108.53
BUSINESS AS USUAL	112696	Office Supplies	28.84
CHATEAU DRUG CENTER	987995	Supplies	12.33
CHATEAU DRUG CENTER	988975	Supplies	11.39
CHATEAU DRUG CENTER	989082	Supplies	3.80
LUTZ RENTALS	25145	Rental Equipment	8.50
MOORE MEDICAL CORPORATIO	82121204	Supplies	152.82
NORCO	11278038	ACCT. 54794	93.75
NORCO	11301559	ACCT. 54794	93.75
NORCO	11387534	ACCT. 54794	52.48
NORCO	11387535	ACCT. 54794	104.95
NORCO	11407076	ACCT.54794	204.60
RIVER RUN AUTO PARTS	6538-58261	Parts & Supplies	4.36
US BANK	04/25/13	Supplies - Coffee & Lightbulbs	3.25
US BANK	04/25/13	Platter for Marta & Mike	25.50
US BANK	04/25/13	Uniforms	55.24
US BANK	04/25/13	Satellite Phone Supplies	67.55
US BANK	04/25/13	Batteries for headlamps	59.00
<b>14-4260-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	731485	ACCT. 37267	353.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>14-4260-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9392	Computer Maintenance	6.25
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	54.29
YASENAK, BARBARA	823	Secretary Services	361.80
<b>14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
BINNIE, ED	042813	Travel Expenses	97.50
BINNIE, ED	042813	Training Expenses	817.81
DEPT. OF HEALTH & WELFARE	5187252	Renewal for Terence Davitt	25.00
IDAHO EMS BUREAU	2008-18565	ACLS Instructor Course	398.13
O'DONNELL, DAVID	050213	Reimbursement for background check and EMT testing	130.00
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	4664098	ACCT. 1.10022032	13.19
US BANK	04/25/13	GMPCS Communications	11.17
<b>14-4260-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
BROOKS WELDING	9099	Services	14.70
<b>14-4260-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
EMSAR, INC.	33247	Supplies	525.40
LES SCHWAB	11700073730	Tires	1,332.18
WHITE CLOUD COMMUNICATIO	72622	Repairs	140.00
<b>14-4260-6910 OTHER PURCHASED SERVICES</b>			
KETCHUM COMPUTERS, INC.	9393	Computer Maintenance	125.00
MTE COMMUNICATIONS	56983-05/13	DSL	22.84
<b>14-4260-7600 OTHER MACHINERY &amp; EQUIPMENT</b>			
WHITE CLOUD COMMUNICATIO	71525	Speakers	730.00
Total AMBULANCE SERVICE:			9,905.83
Total AMBULANCE SERVICE FUND:			9,905.83
<b>PARKS AND RECREATION FUND</b>			
<b>PARKS AND RECREATION</b>			
<b>18-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	463.87
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	1,222.97
<b>18-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA Vision 2013 Claims	292.37
<b>18-4510-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	112650	Office Supplies	28.70
<b>18-4510-3200 OPERATING SUPPLIES</b>			
US BANK	04/25/13	Time Clock	426.75
<b>18-4510-3250 RECREATION SUPPLIES</b>			
NORCO	11343914	ACCT. AK902	30.96
TOY STORE	050213	Rec. Supplies	189.80
WEBB LANDSCAPING	9783	Seed	81.13

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY ATKINSONS' MARKET	1861-04/13	ACCT. 1861	257.76
<b>18-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	731486	ACCT. 37268	428.20
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
ALPINE TREE SERVICE	15034	Tree Maintenance	650.00
CLEAR CREEK LAND CO. LLC	8667	Mobile Storage Rent	70.00
EXPRESS PUBLISHING, INC.	2196-04/13	Account 2196	30.00
INTEGRATED TECHNOLOGIES	C1K930	Copier Maintenance	50.00
KETCHUM COMPUTERS, INC.	9376	Computer Maintenance	555.00
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	27.28
OHIO GULCH TRANSFER STATI	06-341373	Dump Charges	9.00
<b>18-4510-4210 PROFESSIONAL SERVICE-CITY TREES</b>			
ARBOR CARE	27486	Tree Maintenance	135.00
ARBOR CARE	27487	Tree Maintenance	60.00
ARBOR CARE	27488	Tree Maintenance	60.00
ARBOR CARE	27489	Tree Maintenance	135.00
ARBOR CARE	27490	Tree Maintenance	185.00
ARBOR CARE	27491	Tree Maintenance	135.00
ARBOR CARE	27492	Tree Maintenance	135.00
ARBOR CARE	27495	Tree Maintenance	135.00
ARBOR CARE	27496	Tree Maintenance	295.00
ARBOR CARE	27497	Tree Maintenance	595.00
ARBOR CARE	27498	Tree Maintenance	1,800.00
ARBOR CARE	27502	Tree Maintenance	195.00
ARBOR CARE	27503	Tree Maintenance	100.00
<b>18-4510-4230 PROF.SERV-CITY WEED ABATEMENT</b>			
ARBOR CARE	102	Supplies	21.00
<b>18-4510-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1257540549	ACCT. 74754376	9.11
<b>18-4510-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	723829	ACCT. 56339	69.63
IDAHO POWER	8683267905-04	ACCT. 8683267905	256.51
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	44.34
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	97.74
INTERMOUNTAIN GAS	807350253157-	ACCT. 80735025-315-7	67.33
<b>18-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
CAR DOCTOR	050313	Repairs	199.20
RIVER RUN AUTO PARTS	6538-58409	Parts & Supplies	11.92
<b>18-4510-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	14-310220	Supplies	39.90
A.C. HOUSTON LUMBER CO.	14-310312	Supplies	8.19
CHATEAU DRUG CENTER	1001584	Supplies	20.12
CHATEAU DRUG CENTER	1003853	Supplies	20.86
L.L. GREEN'S HARDWARE	B167902	Supplies	134.48
LUTZ RENTALS	24981	Pipe Wrenches	12.96
LUTZ RENTALS	25182	Rental Equipment	124.36
MOSS GARDEN CENTER	99704	Supplies	7.98
PIPECO, INC.	119399	Supplies	137.23
PIPECO, INC.	119420	Supplies	48.89

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	119551	Supplies	25.56
PIPECO, INC.	119820	Supplies	65.54
PIPECO, INC.	119841	Supplies	12.24
PIPECO, INC.	119992	Supplies	39.79
PIPECO, INC.	120004	Supplies	20.77
PIPECO, INC.	120038	Supplies	29.75
SAWTOOTH WOOD PRODUCTS, I	78298	Supplies	864.65
STAUFFACHER, JUERG	050913	Home Depot Reimbursement	311.68
US BANK	04/25/13	Hand Dryers	390.00
US BANK	04/25/13	Stain	111.15
US BANK	04/25/13	55 Gallon Booster	1,007.89
Total PARKS AND RECREATION:			12,989.56
Total PARKS AND RECREATION FUND:			12,989.56
<b>PARKS CAPITAL IMPROVEMENT FND</b>			
<b>PARKS CIP EXPENDITURES</b>			
<b>19-4510-6900 MISCELLANEOUS EXPENSE</b>			
LUNCEFORD EXCAVATION, INC.	4826	Farnlun Park Supplies	712.50
Total PARKS CIP EXPENDITURES:			712.50
Total PARKS CAPITAL IMPROVEMENT FND:			712.50
<b>LOCAL OPTION SALES TAX FUND</b>			
<b>LOCAL OPTION SALES TAX</b>			
<b>22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	1,029.91
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	285.27
<b>22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA Vision 2012 Claims	1.51
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA Vision 2013 Claims	.98
<b>22-4910-4200 PROFESSIONAL SERVICES</b>			
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	9.69
<b>22-4910-9930 LOT FUND OP. CONTINGENCY</b>			
DOROTHY'S SECRETARIAL SER	050913	Sales Tax Collection	247.50
Total LOCAL OPTION SALES TAX :			1,574.86
Total LOCAL OPTION SALES TAX FUND:			1,574.86
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	205.57
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	1,080.43
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA Vision 2012 Claims	7.56
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA Vision 2013 Claims	1.96

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	991536	Supplies	5.22
<b>63-4340-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400222427	ACCT. 241076900	111.53
AMERIPRIDE LINEN	2400222428	ACCT. 241076901	17.58
AMERIPRIDE LINEN	2400225945	ACCT. 241076900	127.44
AMERIPRIDE LINEN	2400225946	ACCT. 241076901	17.57
ATKINSONS' MARKET	1856-04/13	ACCT. 1856	49.67
CHATEAU DRUG CENTER	1001049	Supplies	8.54
CHATEAU DRUG CENTER	1001931	Supplies	11.38
D AND B SUPPLY	11041-04/25/13	ACCT. 11041	129.97
INTEGRATED TECHNOLOGIES	C1M708	Copier Maintenance	17.57
TREASURE VALLEY COFFEE IN	2160:03173621	COFFEE	81.55
USA BLUEBOOK	949463	Supplies	201.87
<b>63-4340-3600 COMPUTER SOFTWARE</b>			
KETCHUM COMPUTERS, INC.	9378	Computer Maintenance & AutoCAD Software	677.75
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	49223	CONTRACT SUPPORT	298.56
CENTRAL DRUG SYSTEM, INC.	222399	Random Processing Fee	1.17
MAGIC VALLEY LABS, INC.	43020	Testing	66.00
MOORE SMITH BUXTON & TUR	44399	1536-03 - General	2,250.00
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	34.17
US BANK	04/25/13	Public Works Interview Expenses	219.64
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1257540549	ACCT. 74754376	3.49
DATATEL	192639	Phone Repairs & Services	99.38
DIG LINE	46115	Locates	59.45
WHITE CLOUD COMMUNICATIO	72468	Radio	60.00
<b>63-4340-5200 UTILITIES</b>			
GO-FER-IT	28282	Shipping Services	31.00
GO-FER-IT	35032	Shipping Services	41.00-
IDAHO POWER	3783680562-04	ACCT. 3783680562	5,113.21
UNITED OIL	731489	ACCT. 37271	587.59
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	14-307800	Supplies	10.89
ARBOR CARE	27493	Supplies	67.50
ARBOR CARE	27494	Supplies	55.00
ARBOR CARE	27499	Tree Maintenance	62.50
ARBOR CARE	27500	Tree Maintenance	25.00
ARBOR CARE	57501	Tree Maintenance	25.00
H.D. FOWLER COMPANY	3350757	Repair Kit	75.25
PIPECO, INC.	119232	Supplies	18.44
PIPECO, INC.	119268	Supplies	6.15
PIPECO, INC.	119934	Supplies	29.31
PIPECO, INC.	119946	Supplies	7.55
WEBB LANDSCAPING	9949	Seed	81.50-
<b>63-4340-6910 OTHER PURCHASED SERVICES</b>			
WEBB LANDSCAPING	10057	Hanging Basket	39.99

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER EXPENDITURES:			11,876.90
Total WATER FUND:			11,876.90
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7653 WATER METER REPLACEMENT</b>			
FERGUSON ENTERPRISES, INC.	571050-1	Supplies	797.00
<b>64-4340-7800 CONSTRUCTION</b>			
FERGUSON ENTERPRISES, INC.	573793	Supplies	1,390.23
FERGUSON ENTERPRISES, INC.	CM046258	Supplies	75.23-
LUNCEFORD EXCAVATION, INC.	4825	Excavation	1,622.96
Total WATER CIP EXPENDITURES:			3,734.96
Total WATER CAPITAL IMPROVEMENT FUND:			3,734.96
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA 2012 Claims	586.56
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA 2013 Claims	1,647.27
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41400	HRA Vision 2012 Claims	7.56
NBS-NATIONAL BENEFIT SERVI	HRA41400-201	HRA Vision 2013 Claims	100.96
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	991536	Supplies	5.22
<b>65-4350-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400215398	ACCT. 241021000	100.31
AMERIPRIDE LINEN	2400222428	ACCT. 241076901	17.57
AMERIPRIDE LINEN	2400225946	ACCT. 241076901	17.58
AMERIPRIDE LINEN	2410026608	ACCT. 241021000	170.52
ATKINSONS' MARKET	1856-04/13	ACCT. 1856	71.81
D AND B SUPPLY	11041-05/01/20	ACCT. 11041	97.97
INTEGRATED TECHNOLOGIES	C1M708	Copier Maintenance	17.56
TREASURE VALLEY COFFEE IN	2160:03173624	COFFEE	111.05
UPS STORE #2444	05/01/13	Shipping	77.38
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	731488	ACCT. 37270	139.76
<b>65-4350-3600 COMPUTER SOFTWARE</b>			
KETCHUM COMPUTERS, INC.	9378	Computer Maintenance & AutoCAD Software	677.75
<b>65-4350-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E234233	Chemicals	252.24
GENERAL CHEMICAL	90559385	Chemicals	5,821.55
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	29716	Testing	668.00
CASELLE, INC.	49223	CONTRACT SUPPORT	298.55

Vendor Name	Invoice Number	Description	Net Invoice Amount
CENTRAL DRUG SYSTEM, INC.	222399	Random Processing Fee	1.16
NBS-NATIONAL BENEFIT SERVI	415537	Admin Fees	62.57
US BANK	04/25/13	Public Works Interview Expenses	219.63
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1257540549	ACCT. 74754376	3.45
DATATEL	192639	Phone Repairs & Services	99.38
DIG LINE	46115	Locates	59.45
WHITE CLOUD COMMUNICATIO	72468	Radio	60.00
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
NORTHWEST EQUIP SALES MAC	130774T	Supplies	399.44
RIVER RUN AUTO PARTS	6538-58214	Parts & Supplies	4.23
WESTERN STATES EQUIPMENT	PC040197541	Parts	58.37
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
ARBOR CARE	27493	Supplies	67.50
ARBOR CARE	27494	Supplies	55.00
ARBOR CARE	27499	Tree Maintenance	62.50
ARBOR CARE	27500	Tree Maintenance	25.00
ARBOR CARE	57501	Tree Maintenance	25.00
BANYAN TECHNOLOGY INC.	19779	PLC Spare Cards	1,456.45
BROOKS WELDING	9088	Materials	20.00
McMASTER-CARR SUPPLY CO.	50585258	Supplies	48.22
PLATT	3824577	Supplies	27.80
XYLEM WATER SOLUTIONS U.S.	7733774	Supplies	1,719.19
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
AMERIPRIDE LINEN	2400215398	ACCT. 241021000	17.71
KETCHUM COMPUTERS, INC.	9378	Computer Maintenance & AutoCAD Software	49.50
PIPECO, INC.	119186	Supplies	68.53
PIPECO, INC.	119900	Supplies	147.70
TREASURE VALLEY COFFEE IN	2160:03173624	COFFEE	65.55
US BANK	04/25/13	Boots	66.19
WHITE CLOUD COMMUNICATIO	72468	Radio	24.00
Total WASTEWATER EXPENDITURES:			15,800.69
<b>WASTEWATER DEBT SERVICE EXP</b>			
<b>65-4800-8200 DEBT SRVC ACCT INTEREST-2004</b>			
US BANK	788065000-05/	Sewer Revenue Bonds Series 2004	25,986.25
Total WASTEWATER DEBT SERVICE EXP:			25,986.25
Total WASTEWATER FUND:			41,786.94
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7800 CONSTRUCTION</b>			
SIEMENS WATER TECHNOLOGI	5566662848	Parts	2,816.46
<b>67-4350-7801 REUSE PUMP STATION</b>			
BANYAN TECHNOLOGY INC.	19785	Re-use	929.03
LLOYD CONSTRUCTION INC.	042513	LED Water Project - Pump Station Mechanical	149,153.80
LLOYD CONSTRUCTION INC.	4	Recycled Water Project - Reuse Pump Station Building	8,417.00
PLATT	3842666	Supplies	41.46

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Vendor Name	Invoice Number	Description	Net Invoice Amount
PLATT	3849668	Supplies	12.66
PLATT	3855179	Supplies	62.86
<b>67-4350-7802 REUSE ENGINEERING</b>			
FORSGREN ASSOCIATES, INC.	213088	Engineering Services	1,425.00
<b>67-4350-7804 AERATION BLOWER UPGRADE/REPLAC</b>			
HOUSTON SERVICE INDUSTRIES	36916	Aeration Turbo Blower Equipment	50,704.80
Total WASTEWATER CIP EXPENDITURES:			213,563.07
Total WASTEWATER CAPITAL IMPROVE FND:			213,563.07
Grand Totals:			474,260.62

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## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

## City of Ketchum, Idaho

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



May 13, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

### **600 Second Street East Owners Association Right-of-Way Encroachment Permit Application & Agreement**

**FILE NUMBER:** 13-034

**OWNER:** 600 Second Street East Owners Association, Inc.

**REPRESENTATIVE:** Rob King, Clemens Associates, landscape architect

**REQUEST:** Right-of-Way Agreement for landscaping in the East Second Street and Walnut Avenue North rights-of-way.

**LOCATION:** 600 East Second Street, Unit 1  
(600 Second Street East Condos, Unit 1)

**ZONING:** General Residential – High Density (GR-H)

#### **ATTACHMENTS:**

- A. Right-of-Way Encroachment Agreement
- B. Applicant's Submittal
  - Application, dated April 12, 2013
  - Construction Management Plan, dated April 2013
  - Construction Management Notes
- C. Design Review Findings of Fact, signed December 10, 2012
- D. Approved Design Review Plans, dated October 15, 2012
  - Existing Conditions
  - Grading and Landscape Plan

#### Introduction/History

In December 2012, the Planning Commission approved a Design Review application for landscaping improvements outside Unit 1 in the 600 Second Street East Owners Association's common area and in the Second Street and

Walnut Avenue rights-of-way. As a condition of approval, prior to commencement of any site work within those rights-of-way, the applicant is required to obtain a Right-of-Way Encroachment Permit by entering into an agreement with the City.

Current Report

The requested right-of-way use is for replacement of a number of large, non-native blue spruce trees, that are planted too closely and will eventually outgrow the space with native lodgepole pines, limber pines and a few other native or like-native species that have a more narrow growth pattern and that will be a permanent solution for the space. Any Fire and Street Department issues raised during the Design Review process have been made conditions of the Design Review approval. The City Arborist is in favor of the proposed new and replacement plantings. This item is a minor, straightforward request that brings the applicant into compliance with City rules for using City right-of-way.

Financial Requirement/Impact

There is no financial requirement or impact associated with this agreement. The Right-of-Way Agreement is intended to help protect the City in the event that the landscaping encroachments were to pose an issue for the City.

Recommendation

I respectfully recommend the City Council:

- (1) Allow the use of the public right-of-way for proposed landscaping improvements as shown on the approved Landscape Plan, dated December 10, 2012, by approving the Right-of-Way Encroachment Permit with the owners of the subject property, and
- (2) Authorize the Mayor to sign the agreement which officially executes the permit.

Suggested Motion

"I move to approve the proposed Right-of-Way Encroachment Permit application by 600 Second Street East Owners Association, and authorize the Mayor to sign a Right-of-Way Encroachment Permit agreement with said owners."

Sincerely,



Rebecca F. Bundy  
Associate Planner

**Attachment A.**  
**Right-of-Way Encroachment Agreement**

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY AGREEMENT**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of May, 2013, by and between 600 Second Street East Owners Association, Inc., (collectively referred to as "Owner"), whose address is PO Box 84, Sun Valley, Idaho, 83353, and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

*RECITALS*

WHEREAS, Owner is the owner of real property described as 600 Second Street East Condos ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit replacement of existing blue spruce trees with native or native-like replacement trees within the public rights-of-way of East Second Street and North Walnut Avenue, adjacent to as 600 Second Street East Condos, as shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to maintain the Improvements identified in Exhibit "A" within the public right-of-way of Sun Valley Road, located adjacent to the real property described as 600 Second Street East Condos, Ketchum, Idaho, until notified by Ketchum to remove the same.
2. Owner shall be responsible for the maintenance of said Improvements.
3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from

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

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

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

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

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

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

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

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

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

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



**EXHIBIT "A"**



**Attachment B.  
Applicant's Submittal**

- **Application, dated April 12, 2013**
- **Construction Management Plan, dated April 2013**
- **Construction Management Notes**

13034

CITY OF KETCHUM RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Permit Fee: \_\_\_\_\_

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

Property Owner: 600 SECOND STREET EAST OWNERS ASSOC. Phone No.: 720.5980

ROB KING  
(REP)

Mailing Address: BOX 84 SUN VALLEY, ID 83353

Property Street Address: 600 SECOND STREET

Property Legal Description: BLOCK 85 + 86

Encroachment(s) in Right-of-Way: LANDSCAPE IMPROVEMENTS PER APPROVED

PLANS. FILE 12-081 DECEMBER 10, 2012

SEE ATTACHED.

Name or Description of Right-of-Way Affected: PORTIONS OF SECOND STREET

+ WALNUT AVE.

Width of Right-of-Way: WALNUT AVE = 80' 2<sup>ND</sup> STREET =

Dimensions of Right-of-Way Encroachment(s): APPROX. 15' x 50' / 5' x 60'

Distance of Encroachment from Existing Pavement: 12' / 7'

Attach diagram identifying streets and/or alleys, total width of right-of-way, dimensions of right-of-way encroachment, type(s) of encroachment and visual aides sufficient to show the impacts of the encroachment.

Owner's Signature  ROB KING Date: 4-12-13  
(REPRESENTATIVE)

**CONSTRUCTION STAGING PLAN**

**600 SECOND**

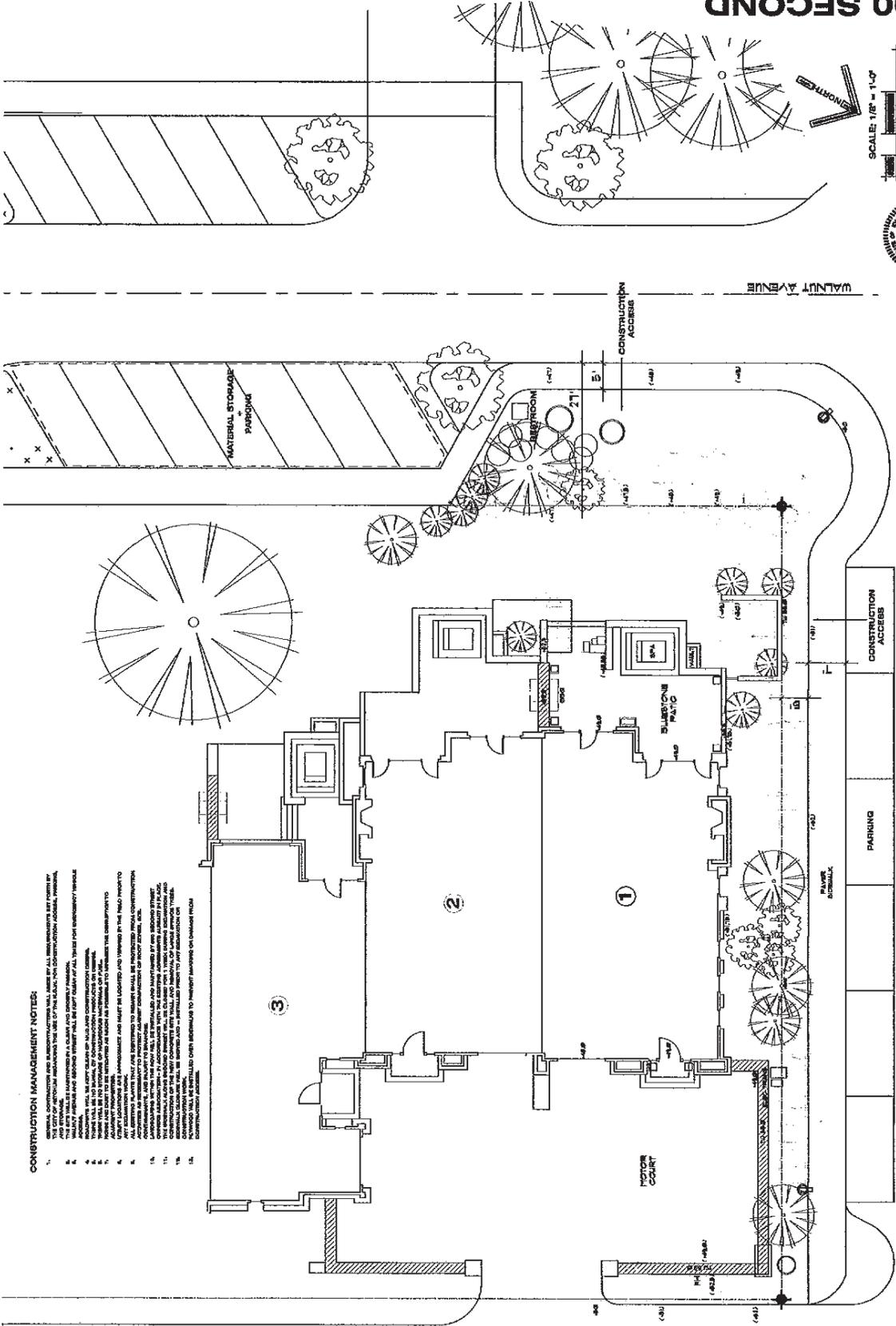
**UNIT 1**

**L-3**

600 SECOND STREET  
 KETCHUM • IDAHO  
 OLIMEN ASSOCIATES INC PLANNING AND DESIGN CONSULTANTS PO BOX 300 KETCHUM, IDAHO 83340 208.726.9331



APRIL 2013



**CONSTRUCTION MANAGEMENT NOTES:**

1. GENERAL CONSTRUCTION AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEIGHBORHOODS BY FORM BY THE CITY.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE USE OF THE PLANS FOR CONSTRUCTION ADDRESS, PERMITS, AND CITY ORDINANCES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF KETCHUM CONSTRUCTION CODES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF KETCHUM CONSTRUCTION CODES.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF KETCHUM CONSTRUCTION CODES.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF KETCHUM CONSTRUCTION CODES.
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9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF KETCHUM CONSTRUCTION CODES.
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## **CONSTRUCTION MANAGEMENT NOTES:**

1. GENERAL CONTRACTOR AND SUBCONTRACTORS WILL ABIDE BY ALL REQUIREMENTS SET FORTH BY THE CITY OF KETCHUM REGARDING THE USE OF THE R.O.W. FOR CONSTRUCTION ACCESS, PARKING, AND STORAGE.
2. THE SITE WILL BE MAINTAINED IN A CLEAN AND ORDERLY FASHION.
3. WALNUT AVENUE AND SECOND STREET WILL BE KEPT CLEAR AT ALL TIMES FOR EMERGENCY VEHICLE ACCESS.
4. ROADWAYS WILL BE KEPT CLEAN OF MUD AND CONSTRUCTION DEBRIS.
5. THERE WILL BE NO BURIAL OF CONSTRUCTION PRODUCTS OR DEBRIS.
6. THERE WILL BE NO STORAGE OF HAZARDOUS MATERIALS OR FUEL..
7. NOISE AND DUST TO BE MITIGATED AS MUCH AS POSSIBLE TO MINIMIZE THE DISRUPTION TO ADJACENT PROPERTIES.
8. UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK
9. ALL EXISTING PLANTS THAT ARE IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES AS NECESSARY TO PROTECT AGAINST COMPACTION OF ROOT ZONES, SOIL CONTAMINANTS, AND INJURY TO BRANCHE.
10. LANDSCAPING WITHIN THE ROW WILL BE INSTALLED AND MAINTAINED BY 600 SECOND STREET OWNERS ASSOCIATION - IN ACCORDANCE WITH THE EXISTING AGREEMENTS ALREADY IN PLACE.
11. THE SIDEWALK ALONG SECOND STREET WILL BE CLOSED FOR 1 WEEK DURING EXCAVATION AND CONSTRUCTION OF THE NEW CONCRETE SITE WALL, AND REMOVAL OF LARGE SPRUCE TREES.
12. SIDEWALK CLOSURE WILL BE SIGNED AND -- INSTALLED PRIOR TO ANY EXCAVATION OR CONSTRUCTION WORK.
13. PLYWOOD WILL BE INSTALLED OVER SIDEWALKS TO PREVENT MARKING OR DAMAGE FROM CONSTRUCTION ACCESS.

**Attachment C.**  
**Design Review Findings of Fact, signed December 10, 2012**

<b>IN RE:</b>	)	
	)	
<b>600 Second Street East</b>	)	<b>KETCHUM PLANNING AND ZONING</b>
<b>Landscape Amendments</b>	)	<b>COMMISSION - FINDINGS OF FACT,</b>
<b>Design Review</b>	)	<b>CONCLUSIONS OF LAW AND DECISION</b>
	)	
<b>File Number: 12-081</b>	)	

**BACKGROUND FACTS**

**OWNERS:** 600 Second Street East Owners Association, Inc.

**REQUEST:** Design Review approval for landscaping changes in the common area near Unit 1 and in the Walnut Avenue and Second Street rights-of-way

**LOCATION:** 600 East Second Street, Unit 1 (600 Second Street East Condos, Unit 1)

**NOTICE:** Adjacent property owners (mailed November 9, 2012)

**ZONING:** General Residential – High Density (GR-H)

**OVERLAY:** None

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

**FLOOR AREA:** No change

**LOT AREA:** 60,540.5 square feet

**LOT COVERAGE:** No change

**BUILDING HEIGHT:** No change

**PROPOSED SETBACKS:**  
**FRONT:** No change    **REAR:** No change    **SIDE:** No change    **SIDE:** No change

**REQUIRED SETBACKS:**  
**FRONT:** 15 feet    **REAR:** 1’/3’ (min 15 feet)    **SIDE:** 1’/3’ (min 5 feet)    **SIDE:** 1’/3’ (min 5 feet)

**CURB CUT:** No change

**PARKING SPACES:** No change

**Regulatory Taking Notice: Applicant has the right, pursuant to section 67-8003, Idaho Code, to request a regulatory taking analysis.**

### **GENERAL FINDINGS OF FACT**

1. This application is for landscaping changes in the common area at 600 Second Street East Condominiums, near Unit 1. It has been made by the Owners Association on the behalf of the Unit 1 owners.
2. The subject property is located on Trail Creek and contains floodplain and riparian zone on its southern edge. It received Waterways Design Review approval for the original development and was constructed according to those plans. The proposed project does not impact those improvements in any way, so only the criteria for standard Design Review are evaluated in this report.
3. The 600 Second Street East Condominiums received various other approvals, including standard Design Review, Right-of-Way Vacation, Development Agreement Rezone and Condominium Subdivision in 2006 and 2007. It was constructed in 2007 – 2008.
4. As part of the original design review, a Tree Assessment Report was conducted by Alpine Tree Service and a Tree Assessment Plan was prepared by Clemens Associates Inc. These identified which trees were to remain or be removed and documented the condition of all the existing trees on the site.
5. The original approved landscaping plan shows retention of the trees that were intended to remain, most of which were mature blue spruce. Most of those trees were not identified as being in prime condition, and many are planted too closely. The landscaping plan did not specify any additional blue spruce trees, so all mature blue spruce trees on the site are either existing retained trees or have been transplanted from elsewhere on the site. The site also contains a number of small blue spruce trees that have been added over the years without Design Review approval.
6. With the current application, the applicant is proposing to replace a number of large, non-native blue spruce trees, that he feels are planted too closely and will eventually outgrow the space. They will be replaced with native lodgepole pines that have a more narrow growth pattern and that he feels will be a permanent solution for the space.

Specifically, the applicant proposes the following:

- Removal of 21 trees:
  - 3 large spruce trees from the right-of-way (r-o-w)
  - 3 large spruce trees from the site
  - 5 aspen trees from the r-o-w
  - 4 aspen trees from the site

- 2 flame willow from the r-o-w
- 1 flame willow from the site
- 1 crab apple tree from the site
- 2 cherry trees from the site
- Transplanting/removal of:
  - 4 small spruce trees in the r-o-w
  - 6 small spruce trees on the site
- Addition of 22 trees, mostly native species, per the Grading and Landscaping Plan:
  - (3) 25' lodgepole pine trees
  - (2) 20' lodgepole pine trees
  - (3) 14 to 16' lodgepole pine trees
  - (4) 10 to 12' limber pine trees
  - (9) 6 to 8' mugo 'Tannenbaum' pine trees
  - (1) 20' ponderosa pine tree
- (15) 15 gallon shrubs will be added. Variety is not specified, but they will be selected to supplement and match existing shrubs on the site.
- Lichen boulders, to match the existing within the development, are proposed to provide additional screening from the public r-o-w. These will be lower than 48" in height (to meet the City's fence ordinance requirements) and will undulate both vertically and horizontally.
- A 30 square foot addition to the bluestone patio.
- A concrete site wall, forming a U-shape along Second Street, that will provide screening and privacy for Unit 1's hot tub area. This wall will match existing site walls.

7. Department comments are as follows:

- The Parks Department approves of the replacement plantings, since the proposed design provides better diversity of plant material and puts each native species in an appropriate location for that species.
- The City Engineer has no comment.
- The Fire Department has placed a condition that the fire sprinkler and standpipe connection on the wall accessed from the alley shall remain unobstructed at all times.
- The Street Department has expressed concern that the trees and shrubs may encroach into the sidewalk r-o-w. The applicant has stated that the growth habit of the selected species is primarily vertical and addressed this issue with the Commission. In addition, the Street Department has expressed concern about the location of the proposed lodgepole pine on the southern corner of Second Street and Walnut Avenue and with the existing planter box, where the ponderosa pine is proposed on the northern corner. The applicant and the Parks Superintendent maintain that the narrow growth habit of the lodgepole pine will not allow it to become a visibility problem at the intersection.

The applicant has also expressed willingness to work with the Street Department to remove the planter, so that the ponderosa pine can be planted on that corner. This has been made a condition of approval.

8. Additional approvals will be required prior to commencement of any site work, including a Fence Permit, Right-of-Way Encroachment Agreement and Tree Removal Permit. This has been made a condition of approval.

9. Attachments to the November 26, 2012 staff report:

A. Applicant Submittal

- Application, received October 22, 2012
- Narrative, Clemens Associates Inc, dated October 22, 2012
- Applicant's response to Design Review Evaluation Standards
- Vicinity map
- Reduced Site Plan – Existing Conditions, dated October 15, 2012
- Reduced Grading and Landscaping Plan, dated October 15, 2012

B. Tree Assessment Report, dated November 23, 2005, Tree Assessment Plan, dated July 12, 2007 and email memo regarding changes to Tree Assessment Plan, dated March 25, 2008

C. Design Review Findings of Fact, signed January 8, 2007, including original approved Landscape Plan, dated May 30, 2006

D. Department Comments

#### EVALUATION STANDARDS

##### 17.96.090(B)(1) SITE DESIGN:

The site's significant natural features such as hillsides, mature trees and landscaping shall be preserved. Cuts and fills shall be minimized and shall be concealed with landscaping, revegetation and/or natural stone material.

Finding: The applicant proposes to replace mature (many non-native) trees with large, although not fully mature, native tree species. He proposes removal of twenty-one (21) existing trees, mostly blue spruce and aspen, and to replace them with twenty-two (22) trees, mostly native species, including lodgepole, limber, mugo and ponderosa pine. In addition, about ten (10) small spruce trees will be relocated and fifteen (15) shrubs will be added. The applicant feels that much of the existing landscaping has outgrown its space and is planted too closely. He says he has chosen species that are more appropriately sized and shaped for the space and that they are better adapted to our climate. The City Arborist has commented in favor of installation of more regionally appropriate species. Natural lichen boulders are also proposed for screening purposes.

Conclusion: This standard has been met.

**17.96.090(B)(2) COMPATIBILITY:**

a. The structure shall be compatible with the townscape and surrounding neighborhoods with respect to height, bulk, setbacks and relationship to the street.

Finding: The only structure proposed is a four (4) foot tall, U-shaped wall on Second Street, intended to provide additional screening for the existing hot tub area at Unit 1. The wall will match the existing walls at the development and meets the requirements of Section 17.124.080. Fences, Hedges and Walls.

Conclusion: This standard has been met.

b. The project's materials, colors and signing shall be compatible with the townscape, surrounding neighborhoods and adjoining structures.

Finding: The proposed wall meets code requirements and will match the materials, proportions and detailing of existing walls at the complex. The landscaping stone will also match existing stone used at the site.

Conclusion: This standard has been met.

c. Consideration shall be given to significant view corridors from surrounding properties.

Finding: The proposed landscaping changes will not significantly change the view corridors from surrounding properties. In general, existing mature spruce trees will be replaced with somewhat smaller and narrower native evergreen trees.

Conclusion: This standard has been met.

d. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.

Finding: The lot contains no significant landmarks.

Conclusion: This standard does not apply.

**17.96.090(B)(3) ARCHITECTURAL QUALITY:**

a. Consideration shall be given to natural light reaching public streets, sidewalks and open spaces.

Finding: Removal of the large spruce trees that may have overgrown their space and replacement with somewhat smaller and, in the long-term, less dense tree species will increase the amount of light reaching public streets, sidewalks and open space.

Conclusion: This standard has been met.

b. The building character shall be clearly defined by use of sloped roofs, parapets, cornices or other architectural features.

Finding: No new buildings are proposed.

Conclusion: This standard does not apply.

**c. There shall be continuity of materials, colors and signing within the project.**

Finding: The proposed site wall, bluestone patio and landscaping boulders match the materials, proportions and details of the existing hardscape. No signs are proposed.

Conclusion: This standard has been met.

**d. There shall be continuity among accessory structures, fences, walls and landscape features within the project.**

Finding: The proposed site wall matches the materials, proportions and details of the existing site walls.

Conclusion: This standard has been met.

**e. Building walls which are exposed to the street shall be in scale with the pedestrian.**

Finding: At four (4) feet in height, the proposed wall meets the code requirements pertaining to fences and is in scale with the pedestrian. There are no proposed changes to the building itself.

Conclusion: This standard has been met.

**f. Building walls shall provide undulation/relief thus reducing the appearance of bulk and flatness.**

Finding: There are no proposed changes to the existing building.

Conclusion: This standard does not apply.

**g. Exterior lighting shall not have an adverse impact upon other properties and/or public streets.**

Finding: There are no proposed changes to exterior lighting, which received design approval in 2006. If any fixtures have been altered or replaced and are now non-compliant with the code, they shall be required to be brought into compliance. This has been made a condition of approval.

Conclusion: This standard has been met with the condition that all requirements of Section 17.132, Dark Skies shall be met.

**h. Garbage storage areas and satellite receivers shall be screened from public view.**

Finding: There is no proposed change to garbage storage or satellite receivers.

Conclusion: This standard does not apply.

**i. Utility, power and communication lines within the development site are concealed from public view where feasible.**

Finding: There is no proposed change to the existing undergrounded utility lines.

Conclusion: This standard does not apply.

**j. Door swings shall not obstruct or conflict with pedestrian traffic.**

Finding: There are no door swings proposed.

Conclusion: This standard does not apply.

k. **Building design should include weather protection which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or to adjacent properties.**

Finding: There are no proposed changes to the building design.

Conclusion: This standard does not apply.

l. **Exterior siding materials shall be of natural wood or masonry origin or similar quality. Metal siding is discouraged in all zoning districts.**

Finding: There are no proposed changes to the exterior building materials.

Conclusion: This standard does not apply.

#### **17.96.090(B)(4) CIRCULATION DESIGN:**

a. **Pedestrian, equestrian and bicycle access which is adequate to satisfy demands relative to development size shall be provided. These accesses shall be located to connect with existing and anticipated easements and pathways.**

Finding: There is no proposed change to pedestrian, equestrian and bicycle access to the project.

Conclusion: This standard does not apply.

b. **The building(s) is primarily accessed from the public sidewalk for the majority of the individual uses proposed. It is the intent to promote exterior circulation with numerous connections to the public sidewalk and exposure to the street. This includes utilizing arcades, courtyards and through block connections. (Commercial buildings only)**

Finding: This application is not for a commercial project.

Conclusion: This standard does not apply.

c. **Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.**

Finding: There is no change to the traffic flow within the project.

Conclusion: This standard does not apply.

d. **Parking areas have functional aisle dimensions, backup space and turning radius.**

Finding: There is no change to the parking areas within the project.

Conclusion: This standard does not apply.

e. **Location of parking areas is designed for minimum adverse impact upon living areas within the proposed development and minimizes adverse impact upon adjacent properties with regard to noise, lights and visual impact.**

Finding: There is no change to the parking areas within the project.

Conclusion: This standard does not apply.

f. **Curb cuts are located away from major intersections and off high volume roadways where possible.**

Finding: There is no change to the project's curb cuts.

Conclusion: This standard does not apply.

g. **Adequate unobstructed access for emergency vehicles, snow plows, garbage trucks and similar service vehicles to all necessary locations within the proposed project is provided.**

Finding: There is no proposed change to access to the project.

Conclusion: This standard does not apply.

h. **The project is designed so as to provide adequate snow storage areas or removal for snow cleared from the parking areas and roadways within the project. (50 percent)**

Finding: There is no proposed change to the snow storage areas within the project. Snow storage opportunities in the rights-of-way will not be adversely impacted.

Conclusion: This standard has been met.

**17.96.090(B)(5) LANDSCAPE QUALITY:**

a. **Substantial landscaping is to be provided, which is in scale with the development and which provides relief from and screening of hard surfaces. Total building surface area and street frontage will be considered when determining whether substantial landscape is being provided. (Landscaping shall be defined as trees, shrubs, planters, hanging plants, ground cover and other living vegetation).**

Finding: The applicant proposes to replace existing large blue spruce and some smaller aspen trees with more regionally appropriate trees ranging from six (6) to twenty-four (24) feet in height. In general, the large spruce trees will be replaced with fourteen (14) to twenty-five (25) foot tall lodgepole pine trees. In addition, other native pine species are proposed to replace some of the existing aspen trees. In all, approximately the same number of trees are proposed as currently exist, but the species will be native or naturalized, rather than non-native. Also, about fifteen (15) additional shrubs are proposed. This will provide substantial screening between the sidewalk/street and the building.

Conclusion: This standard has been met.

b. **Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and compliment the neighborhood and townscape. Consideration should be given to the use of native, drought-resistant plant materials.**

Finding: The proposed plant species specified are native and/or naturalized and well adapted to the site conditions. As such, they will be relatively drought resistant.

Conclusion: This standard has been met.

c. **The preservation of existing significant trees, shrubs and important landscape features (mapped in accordance with Site Design, Paragraph 1) shall be encouraged.**

Finding: The existing trees have been planted too closely for their growth pattern. They will outgrow their space and will eventually need to be removed. The applicant believes that this may be the case within ten (10) years. In addition, the spruce trees to be removed are identified in the Tree Assessment as not being of very high quality or particularly healthy. The current proposal replaces those trees with native or naturalized trees with a narrower growth habit. This is intended to provide a long-term landscaping solution. Proposed hardscape features will match existing.

Conclusion: This standard has been met.

**d. Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate shall be encouraged.**

Finding: The proposed replacement landscaping will maintain the existing degree of buffering of the residential unit from the street. In addition, a new twenty (20) foot tall ponderosa pine has been proposed across Second Street where no tree currently exists.

Conclusion: This standard has been met.

**17.96.090(B)(6) ENERGY DESIGN:**

**a. Consideration shall be given to proper solar orientation within the project. Recognition shall be given to the solar benefits of adjoining properties. (A sun chart as a means of understanding the solar possibilities and limitations shall be encouraged)**

Finding: The proposed replacement landscaping will not substantially change the existing solar aspects of the existing situation.

Conclusion: This standard has been met.

**17.96.090(B)(7) PUBLIC AMENITIES:**

**a. Pedestrian amenities are encouraged for all projects and shall be required for commercial uses. Amenities may include, but are not limited to benches and other seating, kiosks, telephone booths, bus shelters, trash receptacles, restrooms, fountains, art, etc. The use of "Ketchum Streetscape Standards" shall be encouraged.**

Finding: The proposed project is a replacement landscaping project for an existing residential complex that received design review approval in 2006.

Conclusion: This standard does not apply.

**17.96.090(B)(8) GREEN BUILDING:**

**a. Consideration shall be given to green building features within the project. Recognition shall be given to projects that achieve the United States Green Building Council's LEED Certification or earn the Environmental Protection Agency's Energy Star Label. Projects are encouraged to consider energy conservation, indoor air quality, water use, location, waste reduction, recycling, and use of sustainable construction materials.**

**Finding:** The proposed replacement landscaping is native and/or naturalized and well adapted to the site conditions. As such, they will be relatively drought resistant.

**Conclusion:** This standard has been 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 zoning code, Title 17.
3. The Commission has authority to hear the applicant's Design Review Application pursuant to Chapter 17.96 of Ketchum Code Title 17.
4. The City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code Title 17.

#### DECISION

**THEREFORE**, the Ketchum Planning and Zoning Commission **approves** this Design Review Application this Monday, November 26, 2012, subject to the following conditions:

1. Ketchum City Engineer, Utilities, Fire and Building Department requirements shall be met;
2. Design review approval shall expire one (1) year from the date of approval;
3. Design review elements shall be completed prior to final inspection by the Planning Division;
4. Prior to issuance of any required permits and prior to any on-site excavation, a construction mitigation plan shall be submitted to the Planning Department pursuant to Resolution Number 785;
5. This Design Review approval is based on the plans dated October 15, 2012 and information presented and approved at the meeting on the date noted herein. Any additional permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Commission or Planning and Zoning

Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal;

6. Additional approvals shall be required prior to commencement of any site work, including a Fence Permit, Right-of-Way Encroachment Agreement and Tree Removal Permit;
7. The fire sprinkler and standpipe connection on the wall accessed from the alley shall remain unobstructed at all times;
8. In order to install the proposed ponderosa pine on the northeastern corner of Second Street and Walnut Avenue, the applicant shall remove the concrete planter as required by the Street Department. Plans shall be submitted to Planning Division staff for review and final approval prior to commencement of any construction. They shall also be part of the Right-of Way Encroachment Agreement submittal;
9. All requirements of Section 17.132, Dark Skies must be met prior final inspection of the project by the Planning Division; and,
10. The applicant shall be responsible in perpetuity for maintenance of the landscaping to keep the City rights-of-way on Second Street, Walnut Avenue and the alley, as well as the subject property's driveway, unobstructed at all times.

Findings of Fact **adopted** this 10<sup>th</sup> day of December, 2012.



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Rich Fabiano, Co-Chair or  
Deborah Burns, Co-Chair  
Planning and Zoning Commission

**Attachment D.**  
**Approved Design Review Plans, dated October 15, 2012**

- **Existing Conditions**
- **Grading and Landscape Plan**





# City of Ketchum, Idaho

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



May 20, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Recommendation to Accept the Maintenance Agreement with Integrated Technologies**

### Introduction/History

The City has contracted with RICOH for the maintenance on the Canon IR 6570 Copier in the City Clerk's Office since 2006.

### Current Report

As of April 30, 2013 RICOH will not maintain any Canon product. Integrated Technologies has offered to maintain the Canon IR 6570 for the same price that RICOH was charging. The maintenance agreement (attached) will cover all maintenance, parts, labor, PM kits, drums, fuser and cleaning rollers, black toner and black developer. It will not cover paper products, staples and all network issues.

### Financial Requirement/Impact

Cost per Copy Amount: \$ 0.01

Allowance Copies: 5,000

Minimum Charges: \$50.00

### Recommendation

I respectfully recommend the City Council accept the Maintenance Agreement with Integrated Technologies.

### Recommended Motion

*"I move to accept the Maintenance Agreement with Integrated Technologies."*

Sincerely,

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

Sandra E. Cady, CMC  
City Treasurer/Clerk

# INTEGRATED TECHNOLOGIES

TWIN FALLS, IDAHO PHONE 208-734-6181 WATS 1-800-333-7025

## MAINTENANCE AGREEMENT

BILLING CYCLE  ANNUAL  MONTHLY

EQUIPMENT		METER READING		RENEWAL DATE	MINIMUM CHARGE	ALLOWANCE COPIES	COST PER COPY AMOUNT
MODEL	SERIAL NO.	READING	DATE				
Canon IR 6570	SLP16818	353204	5/1/2013	5/1/2014	\$50.00	5,000	.01

### BILLING ADDRESS

COMPANY NAME City of Ketchum		
ADDRESS P.O. Box 2315		
CITY Ketchum	STATE ID	ZIP 83340
ATTN: Kathleen Schwartzenberger		PHONE (208) 726-3841

### INSTALLATION ADDRESS

COMPANY NAME City of Ketchum		
ADDRESS 480 East Avenue N.		
CITY Ketchum	STATE ID	ZIP 83340
ATTN:		PHONE

THE ABOVE CHARGES INCLUDE:

ALL MAINTENANCE, PARTS, LABOR, PM KITS, DRUMS  
FUSER & CLEANING ROLLERS, BLACK TONER, &  
BLACK DEVELOPER

THE ABOVE CHARGES EXCLUDE:

ALL PAPER PRODUCTS, STAPLES & ALL NETWORK  
ISSUES.

EMAIL address for meter requests: kathleen@ketchum.idaho.org

FAX NUMBER: (208) 726-8234

**\*\*Maintenance agreement may be modified or cancelled by IT based on availability of parts & supplies \*\***

This Agreement shall not apply to any repairs made necessary by accident, abuse, neglect, theft, vandalism, improper installation (installation other than set out in the owner's manual), electric power failure, fire, water or other casualty or damage resulting from servicing by personnel other than those of Integrated Technologies.

This is a 1 year agreement, automatically renewable at the end of 1 year(s) under these same terms and conditions. It is agreed between parties that the quoted price on the minimum charge, allowance copies, and the cost per copy amount is guaranteed for the period of 1 year(s), at which time the minimum charge and cost per copy amount will be increased based on prevailing market costs.

This Agreement is conditioned upon the proper installation of the equipment to electrical outlets as outlined in the copy machine service manual, and this Agreement can be terminated by INTEGRATED TECHNOLOGIES (Formerly MVBS), if it is determined by a trained factory technician that the unit is not connected to a dedicated 20 amp power receptacle that meets the uniform building code in force. The equipment must be connected to a surge protector approved and installed by Integrated Technologies.

The customer agrees to purchase and Integrated Technologies agrees to provide maintenance service for the equipment identified above in accordance with the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this Agreement, signed by Customer and INTEGRATED Representative.

I understand that I will be charged a billing fee of 1 1/2 % per month (18% annually) for all outstanding balances on my account over 30 days old with INTEGRATED. I further agree that in the event of non-payment of my account, I understand that Integrated Technologies could cancel this Agreement and that I shall be responsible for all costs of collection, court costs and reasonable attorney's fees required to collect my account.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THESE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF INTEGRATED TECHNOLOGIES.

### INTEGRATED TECHNOLOGIES AUTHORIZATION

INTEGRATED TECHNOLOGIES REPRESENTATIVE SIGNATURE		
PRINTED SIGNATURE NAME Julie Schmahl	DATE	
OFFICE ADDRESS P.O. Box 1843		
CITY Twin Falls	STATE ID	ZIP 83303-1843

### CUSTOMER'S AUTHORIZATION

CUSTOMER NAME	
BY (AUTHORIZED SIGNATURE)	DATE
PRINTED SIGNATURE NAME	TITLE
PURCHASE ORDER NO.	P.O. DATE