

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

**Monday, June 17, 2013, beginning at 5:30 p.m.**

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

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



- 5:30 1. CALL TO ORDER
2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
- 5:30 a) Communications from Mayor and Councilors.
- 5:40 b) Certificates of Recognition - Mayor Hall.
- 5:50 c) Introduction of Robyn Mattison, Public Works Director - Mayor Hall.
3. COMMUNICATIONS FROM CITY ATTORNEY.
- 5:55 a) Report on LOT contractor tax reporting issues - Stephanie Bonney, City Attorney.
4. COMMUNICATIONS FROM THE PUBLIC.
- 6:10 a) Communications from the public.
- 6:15 5. COMMUNICATIONS FROM THE PRESS.
6. AGREEMENTS AND CONTRACTS.
- 6:20 a) S2o Design and Engineering Contract Amendment #3; Final Design and Construction Services and R&PP update - Jennifer L. Smith, Director of Parks & Recreation. Tab 1
- 6:45 b) Hemingway Splash Park Design/Build Contract with CEM Aquatics - Jennifer L. Smith, Director of Parks & Recreation. Tab 2
7. ORDINANCES.
- 7:05 a) Ordinance 1108: Amending Ordinance 712, which provides for the imposition of local option taxes; providing a severability clause; providing for publication; providing a repealer clause; and providing for an effective date - Lisa Horowitz, Community and Economic Development Director. Tab 3
- 7:45 8. CONSENT CALENDAR. Tab 4
- a) Approval of minutes from the June 3, 2013 Council meeting.
- b) Recommendation to approve current bills and payroll summary.
- c) Approval of the 2013-14 Liquor, Beer & Wine Licenses.
9. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).
10. ADJOURNMENT.

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

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

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

# City of Ketchum, Idaho

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



June 12, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## June 17, 2013 City Council Agenda Report

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

### 6. AGREEMENTS AND CONTRACTS.

- a) S2o Design and Engineering Contract Amendment #3; Final Design and Construction Services and R&PP update - Jennifer L. Smith, Director of Parks & Recreation.

The S2o Design and Engineering Contract Amendment #3: Final Design and Construction Services provides for final design, permitting and construction oversight for the River Park at Sun Peak Project. The contract is in an amount of \$269,035 and will be split between the City (65% share), Wood River Land Trust (12.5% share) and the White Water Park Committee (22.5% share). The City's 65% share equates to \$174,872.75, which will be split between two fiscal years; FY13 at \$103,717.25 and FY14 at \$71,155.50. Approval of the contract amendment will necessitate a budget amendment in the current fiscal year to appropriate funds from the General Fund balance for the project. A detailed staff report from Jen Smith has been provided in the packet for Council review.

**RECOMMENDATION:** Staff respectfully recommends the Council approve the above reference contract amendment for final design, permitting and construction oversight services for the River Park at Sun Peak Project.

**RECOMMENDED MOTION:** *"I move to approve the S2o Design and Engineering Contract Amendment #3, Final Design and Construction Services for final design, permitting and construction oversight services for the River Park at Sun Peak Project in a total City portion of \$174,872.75 to be split between two fiscal years; FY13 at \$103,717.25 and FY14 at \$71,155.50"*.

This is a legislative matter.

- b) Hemingway Splash Park Design/Build Contract with CEM Aquatics - Jennifer L. Smith, Director of Parks & Recreation.

The Parks and Recreation Department is recommending approval of a Design/Build contract with CEM Aquatics for the construction of the Hemingway Splash Park. The contract is in the amount of \$153,950. The Council previously amended the FY13 budget to appropriate \$167,627 for this project. A staff report from Jen Smith has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Design/Build Contract with CEM Aquatics for the construction of the Hemingway Splash Park in the amount of \$153,950.

**RECOMMENDED MOTION: "I move to approve the Design/Build Contract with CEM Aquatics for the construction of the Hemingway Splash Park in the amount of \$153,950."**

This is a legislative matter.

7. ORDINANCES.

- a) Ordinance 1108: Amending Ordinance 712, which provides for the imposition of local option taxes; providing a severability clause; providing for publication; providing a repealer clause; and providing for an effective date - Lisa Horowitz, Community and Economic Development Director.

Ordinance 1108 creates a ballot measure for the November 5, 2013 election to provide for the imposition and collection of an additional one (1) percent rate to the City's Local Option Tax with resulting revenues to be used to maintain and increase commercial air service to Friedman Memorial airport. A detailed staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: If the Council desires to move ahead with this ballot measure, staff respectfully recommends the Council conduct the first reading of Ordinance 1108 during the June 17<sup>th</sup> Council meeting.

**RECOMMENDED MOTION: "I move to acknowledge this as the first reading of Ordinance 1108, and direct staff to schedule the second reading on July 1, 2013."**

This is a legislative matter.

8. CONSENT AGENDA.

- a) Approval of minutes from the June 3, 2013 Council meeting.

Copies of the minutes from the June 3, 2013 Council meeting have been provided in the packet for Council review.

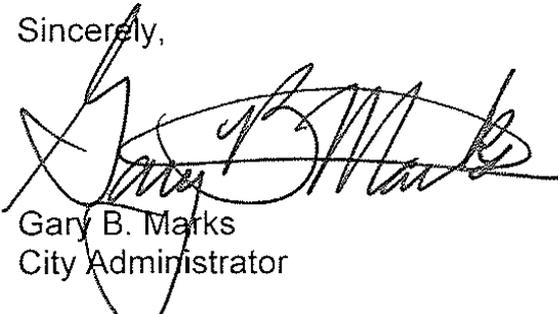
- b) Recommendation to approve current bills and payroll summary.

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

- c) Approval of the 2013-14 Liquor, Beer & Wine Licenses.

Staff recommends approval of the list of 2013-2014 Liquor, Beer & Wine Licenses included in the packet.

Sincerely,



Gary B. Marks  
City Administrator

# City of Ketchum, Idaho

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June 11, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

**Ketchum Recreation & Public Purposes Update:  
S2o Design and Engineering Contract Amendment #3;  
Final Design and Construction Services  
And  
Ketchum R&PP Public Education Plan**

Mayor Hall and City Councilors:

Introduction/History

The City of Ketchum applied for a Recreation and Public Purposes (R&PP) patent in 2008 for an approximate total of 316 acres of land owned by the United States and administered by the Bureau of Land Management. Part of the yet to be adopted management plan for the patent includes creation of a River Park along the Big Wood River about two miles north of City limits adjacent to the Hulen Meadows subdivision.

The City's partner in the R&PP patent application is the Wood River Land Trust. Additionally, myriad stakeholders are engaged in multiple components of the patent including, but not limited to, recreation, habitat restoration, flood mitigation and accessibility.

The City undertook a formal master planning effort for an "area of intense study" within what is commonly known as the North Parcel in July 2011. S2o Design and Engineering, a Lyons, Colorado firm specializing in whitewater park and river recreation planning, was hired in January 2012 to provide professional design and engineering to create a master plan for a river park known as the River Park at Sun Peak. The River Park at Sun Peak is a focused area of recreational use while the remainder of the R&PP properties' uses will remain largely as they are today.

Between application for an R&PP patent in 2008 and 2011, City staff and BLM staff continued to work on the R&PP process. Important benchmarks have occurred thus far:

**Parks & Recreation Department**

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- The City of Ketchum applied for a “patent” in 2008 for two parcels of land described above. A potential well site at Sun Peak Picnic Site was included in the original application.
- Amendments to the original Ketchum R&PP occurred in 2009 including recreation enhancements adjacent to the Hulen Pond area. A white water park, a wheelchair accessible fishing pier, and a dog agility course were included. The dog agility course has since been removed.
- A “scoping open house” was performed by BLM in 2009.
- At the request of BLM, the City undertook a “master planning” effort for a
- The Ketchum R&PP and a land exchange between Wood River Land Trust and Blue Canyon Corporation were bifurcated in 2011 under the direction of the BLM State Director.

In late 2012/early 2013, BLM indicated to the City that it no longer had resources to continue with the Ketchum R&PP; staff and resource constraints due to mandatory attention to litigation within the state of Idaho dictated that the Ketchum R&PP would be designated a “discretionary action” and that the BLM could no longer provide resources or staff for Ketchum’s proposed federal land disposal action to which it was invited by BLM.

A Steering Committee was formed under the recommendation of the BLM’s State Director, Steve Ellis, following meetings wherein the City of Ketchum and its partner implored the BLM to continue the process citing significant contributed private philanthropy and local tax dollars spent in the form of payment for Environmental and Master Planning contractor work, and City staff time. The goal of the Steering Committee is to discover ways and means by which the Ketchum R&PP process could continue despite existing BLM constraints.

The Steering Committee, composed of City representatives Jen Smith (Director of Parks and Recreation), Cherese McLain (Associate Attorney, MSBT Law), and Jason Poulsen (Senior Natural Resource Scientist for the City’s EA contractor, GeoEngineers) and BLM representatives Jeffry Foss (Deputy Director for Idaho State BLM) and Stephanie Balzarini (Attorney/Advisor, Pacific Northwest Region, Boise Field Office, Office of the Solicitor, USDOJ) and Mel Meier (District Supervisor, Twin Falls District BLM) has met four times since its inception.

As of the last report to City Council, an amended MOU between the City and BLM is expected to be fully executed, and Administrative Support Agreement for NEPA Review Contractor services is anticipated to be fully executed, and a NEPA Review Contractor will be chosen by BLM at its earliest convenience. Environmental Assessment work being undertaken by GeoEngineers (as a subcontractor to S2o Design and Engineering) is nearly complete.

The last Ketchum R&PP update to City Council was presented on May 6, 2013.

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## Current Report

### **General Updates**

*Environmental Assessment status and EA alternatives discussions:* A document titled "Ketchum Scheduling Update" submitted on April 5, 2013 by GeoEngineers (S2o Design and Engineering subcontractor performing Environmental Assessment services for the Ketchum R&PP) included the following EA schedule:

- **May 1, 2013** – GeoEngineers receives the Final Purpose and Need Statement from the City, BLM and USACE **and begins preparation of the draft EA document.**
- **June 1, 2013** – BLM, USACE and City identify an agreed upon firm to review the EA.
  - GeoEngineers can begin sharing portion of the EA with the NEPA reviewer.
  - Contract with S2O design team to initiate preliminary design and permitting activities.
- **July 1, 2013** – GeoEngineers provides all sections of the draft EA to the reviewer.
- **August 1, 2013** – EA review complete with comments for GeoEngineers revisions.
- **September 1, 2013** – GeoEngineers completes EA revisions and submits the final draft to the EA reviewer and BLM for final determination.

This schedule is fairly accurate still, give or take one week.

A discussion regarding EA alternatives between representatives of the BLM State office, Cherese McLain (City legal representative), Jason Poulsen (EA representative) and this author on June 4, 2013 was held prior to a presentation of suggested alternatives to BLM Twin Falls District Manager, Mel Meier. At the time of this writing, no decision has been issued regarding EA Alternatives in the EA draft.

*NEPA Review Contractor status:* Bid documents were released to the General Services Administration (GSA) list of qualified NEPA Review firms on June 3, 2013. The bid is open for fifteen (15) days. Future updates are forthcoming.

*BLM Steering Committee status:* One final meeting of the BLM Steering Committee is scheduled for July 8, 2013. It is anticipated that Change Orders to the S2o Contract Amendment #2 for Environmental Assessment for meeting attendance will cease after this meeting.

*Timeline estimate:* The goal of construction initiation in Fall of 2014 is still viable; however, as indicated numerous times in past reports and at public meetings, this timeline is completely subject to BLM's approval process relative to the National Environmental Policy Act (NEPA) and an affirmative decision on behalf of BLM to award a Recreation & Public Purposes (R&PP) patent or lease to the City of Ketchum.

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*Budget meetings w/Gary Marks and Sandy Cady:* On May 28, 2013, the author met with City Administrator Gary Marks and City Clerk Sandy Cady regarding anticipated expenditures for the Ketchum R&PP. A budget opening will occur should City Council authorize S2o Design and Engineering Contract Amendment #3 for Final Design Services according to the following section and recommended motion included in this report. A spreadsheet of total expenditures from the 2008 R&PP application through the present time and including anticipated future expenditures through construction completion will be available at the City Council meeting.

### **S2o Design and Engineering Contract Amendment #3; Final Design and Construction Services**

S2o Design and Engineering submitted Contract Amendment #3, Final Design and Construction Services on May 24, 2013. The contract is attached as Exhibit A. The total contract amount is \$269,035; however, this expense would be split between two fiscal years. Additionally, recent stakeholder negotiations revealed a donor willingness to cover 35% of the expense split between two main funders: the Wood River Land Trust and the White Water Park Committee (35% of the total contract, split between the two organizations as indicated below) with the City contributing 65% of the total Final Design Contract.

The Final Design process differs from the Master Planning effort largely in detailed deliverables. The Master Plan effort focused on feasibility and concept design whereas the Final Design process includes advancing to the 50% design level including detailed design drawings, hydraulic modeling, duplicative effective flood modeling, and other detailed deliverables.

The Final Design process was revealed in the Master Plan for the River Park at Sun Peak submitted by S2o Design and Engineering in 2012. Final Design cost is *included* in the estimated \$2,559,375 construction cost for the completed project.

### **Ketchum R&PP Public Education Plan**

The R&PP Task Force welcomes Sean McEntee from Higher Ground Sun Valley (formerly Sun Valley Adaptive Sports) whose mission is to *“enhance quality of life through inclusive therapeutic recreation and education for people of all abilities.”* Sean’s contribution to the Task Force is anticipated to be largely focused on accessibility and mobility components of the existing River Park Master Plan. Additionally, Jim Jaquet has resigned from the Task Force. A full list of current Task Force members will be provided at the City Council meeting.

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A Task Force meeting held on May 30, 2013 focused on public outreach as the Ketchum R&PP comes closer to the point of BLM's decision regarding whether to convey the property to the City of Ketchum. A review of the Task Force meeting revealing desired outcomes regarding a Public Education Plan will be provided at the City Council meeting.

Financial Requirement/Impact

Total contract amount: \$269,035

Anticipated expenditure for **current fiscal year**: \$159,565  
City's contribution (65%): \$103,717.25  
Wood River Land Trust contribution (12.5%): \$19,945.63  
White Water Park Committee contribution (22.5%): \$35,902.13

Anticipated expenditure for **Fiscal Year 2013-14**: \$109,470  
City's contribution (65%): \$71,155.50  
Wood River Land Trust contribution (12.5%): \$13,683.75  
White Water Park Committee contribution (22.5%): \$24,630.75

As with past donor contribution efforts, charitable donations will be delivered to the Parks & Recreation Trust Fund for expensing as bills come in related to this contract.

Recommendation

I respectfully recommend City Council approve the attached Contract #3 Final Design and Construction Services from S2o Design and Engineering for final design, permitting, and construction oversight for the River Park at Sun Peak.

Suggested Motion

*"I move to approve Contract #3 Final Design and Construction Services from S2o Design and Engineering for final design, permitting, and construction oversight for the River Park at Sun Peak. Further, it is understood that the total contract amount will be allocated in the current fiscal year and the next fiscal year as indicated in the staff report dated May 28, 2013 and that private donations will cover 40% of the total contract amount."*

Respectfully Submitted,



Jennifer L. Smith  
Director of Parks & Recreation



Cherese McLain  
Associate Attorney  
Moore Smith Buxton & Turke, Chtd.

**Parks & Recreation Department**

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## Contract Amendment #3 Final Design and Construction Documentation Services

**Original Project Name:** R & PP Master Planning Project  
**Client:** The City of Ketchum  
**Address:** Parks and Recreation Department  
300 Third Avenue North  
Ketchum, ID 83340

**Original Agreement:** Proposal for Master Planning Services for the Ketchum, ID R & PP Property  
**Date:** Dated December 22, 2011 & Signed February 13, 2012

**Contract Amendment #1:** Environmental Assessment Services  
**Date:** September 18, 2012

**Contract Amendment #2:** Meeting with the Bureau of Land Management and the City of Ketchum  
**Date:** January 7, 2013

**Contract Amendment #3:** Final Design and Construction Documentation Services  
**Date:** June 17, 2013

This Contract Amendment #3 is made to the above-referenced Original Agreement, and subsequent amendments, previously executed by and between The City of Ketchum and S2o Design and Engineering. It is mutually understood and agreed upon by the undersigned contracting parties to amend the previously executed Original Agreement ("Amendment #3").

The services covered by this Amendment #3 will be performed in accordance with the provisions set forth in the above-referenced Original Agreement and subsequent amendments, together with any attachments, including the General Terms and Conditions attached as Appendix A.

### **BACKGROUND:**

The City of Ketchum desires to complete the final design of the R & PP Property in anticipation of beginning construction in the Fall of 2014 or the Fall of 2015. This Amendment #3 serves to amend the Original Agreement to expand the scope of work and compensation to include final design and construction documentation.

### **SCOPE OF SERVICES:**

The Scope of Services is hereby modified as follows:

**Task 1: Kick-off Meeting and Design Charette:** The design team will meet in Ketchum for a design charette. The purpose of the charette will be to:

- A) Meet with the client to update objectives and expectations for the project.
- B) Walk the site to confirm and update masterplan layout



- C) Plan the project and coordinate design elements.
- D) Advance the design process

**Task 2: Preliminary Design of the River Park at Sun Peak:** This task includes the preliminary design of the entire park complex. The design will be advanced to the 50% design level including detailed design drawings defining specific layout of the site and typical sections to define the character of project components. Design elements included in this proposal are divided into these categories:

2a. Preliminary Design of the Whitewater Park: Complete the preliminary design of the whitewater park. This task includes the hydraulic modeling of the reach using the duplicative effective HEC-RAS flood model. The definition and design of all hydraulic structures including drop structures, deflectors, boulder clusters, random boulders, armoring, and access and egress points within the reach. Coordinate with team members on the design of trails, pond design and improvements, restoration areas and other elements.

2b: Preliminary Landscape Architecture Design: Complete the preliminary design of all landscape elements within the river park. This task includes grading plans, drainage design, location and design of all trails including connections to river access points, parking lots, and existing trails, design of all planting areas, ground treatment, design and permitting of irrigation and wells and design of the natural kids play area. Landscape design also includes the design of the ADA Fishing Access area, restrooms, picnic shelters and shade structures.

2c: Preliminary Design of Restoration Areas: Complete the preliminary design of all restoration areas within the river park. This task includes the creation of a duplicative effective flood model. Complete the preliminary design of all aquatic and riparian habitat enhancements within the river park. This includes the design of the pond and river enhancements and reconfiguration, the riparian planting and enhancement/restoration areas, wetlands and all bank protection areas within the project. It is assumed the enhancement areas will extend no more than 100-feet upstream or downstream of the proposed upstream-most and downstream-most whitewater features. The design of additional habitat enhancements beyond this footprint will require an increased budget. This task does include the habitat enhancement designs of the side channel west of the main channel and upstream of Sage Road. This task includes the creation of an existing conditions hydraulic model in HEC-RAS.

2d: Preliminary Design of Site Elements: Complete the design of site and access elements of the project. This includes the design of parking lots and the connection of these areas to trail and site access points. It also includes a preliminary utility plan for water, sewer and electrical.

2e. Preliminary Design of the Foot Bridge: Complete the preliminary design of the layout, footings, and all other components of the footbridge.



**Task 3. Preliminary Design Report:** Create an engineering report documenting the design of the river park in anticipation of permitting.

**Task 4. Client Meeting:** Presentation of the preliminary design (50% Design) for review and approval in anticipation of submission for permitting.

**Task 5. Permitting:** Permitting with all applicable authorities to permit the construction and implementation of the project. This task includes all permits identified as required in the Ketchum Master Plan. The permits outlined below are provided as a “best estimate” based on current known project needs. Furthermore, the permits outlined below are based on the assumption that the final EA document will be approved by the BLM in a timely manner to jurisdictional agency review timelines. S2o also assumes that the previous technical data summary reports (prepared by others) will be sufficient to complete the applicable permits with no additional requirements for further technical data summary report generation. S2o anticipates that the following permits will be required prior to construction of the River Park at Sun Peak:

Idaho Department of Water Resources (IDWR)

- Stream Alteration Permit (Joint Permit Application)

Idaho Department of Environmental Quality (IDEQ)

- Section 401 Water Quality Permit (Joint Permit Application)

Blaine County, Idaho

- Floodplain Development Conditional Use Permit
- Public Outdoor Recreational Facilities Conditional Use Permit (if needed)
- Stream Alteration Permit (design to be prepared in accordance with applicable setback requirements)
- Gravel Mining Permit (sediment removal maintenance may be incorporated into county stream alteration permit - if needed)
- Scenic Highway Overlay District Exclusion or Alteration Permit (if needed)
- Building Permit (all structures)

Bureau of Land Management (BLM)

- Materials Sale Permit – 43 CFR 3602.34 (sediment removal maintenance and potential sale of materials - if needed)

U.S. Army Corp of Engineers

- Section 404 Individual Permit (Joint Permit Application)
  - Purpose and needs statement and associated alternatives analysis supporting the documentation



**Task 6. Final Design:** Completion of design of all park elements. Deliverables include a complete set of design documents and specifications.

6a. Whitewater Park: Complete the design of the whitewater park. This task includes the hydraulic modeling of the reach using the duplicative effective HEC-RAS flood model. The definition and design of all hydraulic structures including drop structures, deflectors, boulder clusters, random boulders, armoring, and access and egress points within the reach. Coordinate with team members on the design of trails, pond design and improvements, restoration areas and other elements.

6b: Landscape Architecture Design: Complete the design of all landscape elements within the river park. This task includes location and design of all trails including connections to river access points, parking lots, and existing trails; design of all planting areas and ground treatment; design and permitting of irrigation and wells, and design of the natural kids play area. Landscape design also includes the design of the ADA Fishing Access area, restrooms, picnic shelters and shade structures.

6c: Restoration Areas: Complete the design of all restoration areas within the river park. This includes the design of the pond restoration and reconfiguration, the riparian planting and restoration areas, and all bank protection areas within the project and defined in task 2c.

6d: Site Elements: Complete the design of site and access elements of the project. This includes the design of parking lots and the connection of these areas to trail and site access points. This task also includes the design of final grading plans and drainage design, and the design of water, sewer and electrical utilities.

6e: Final Design of the Footbridge : Complete the design of the layout, footings and all components of the footbridge.

**Task 7. Construction Documentation:** Creation of construction documents for all elements of the river park.

### **Assumptions/Exclusions**

- This Amendment #3 is for design services only. This agreement is not meant to imply that S2o will construct any portion of the project in part or in whole.
- It is assumed that the proposed project can be designed, permitted and constructed without the need of a CLOMR/LOMR from FEMA. Additional effort and fees will be required if these FEMA permits are required. It is assumed a “No Rise Certificate” can be obtained from the County Floodplain Manager.
- All application and permit fees are to be paid by the City.
- Recording of any formal as-built surveys and/or documentation is excluded from this contract.



- It is assumed that one pedestrian bridge is included in this project and that bridge will be of the type selected from a catalog and installed on footings designed by this team. Custom design of a bridge will be an additional service.
- It is assumed that the Whitewater Park, trails, access parking, restoration areas, and components of the project are as shown in the master plan.
- It is assumed that the kids play area will discharge into the Hulen Meadows Pond.
- It is assumed that all water rights, water rights issues, and water rights litigation, reports, testimony, etc. are the responsibility of the City.
- It is assumed that the City of Ketchum will arrange and host all meetings. All meetings are assumed to take place in Ketchum, ID.
- It is assumed that potable domestic water will be provided by the City or provided by an on-site domestic well for the kids play feature and that appropriate water will be provided for irrigation in the same manner.
- It is assumed that the restroom Facilities to be Forest Service pit type.
- It is assumed that excavation of the upstream channel as described in the Master Plan will be completed in a separate effort from this project.
- It is assumed that the Idaho Power Company will take the lead in design for on-site power.
- It is assumed that additional site Surveying and mapping services are not included.
- This Amendment #3 assumes that no more than **4** meetings will be held in Ketchum. If additional meetings and/or trips are required, the City will be billed at the rates indicated below, plus travel expenses.
- This Amendment #3 assumes no more than **6** conference calls. Additional conference calls requested by the City, or any of its representatives, will be billed at the rates indicated below.
- This Amendment # 3 assumes no more than 8 hours of contractor bidding assistance. Additional hours required to complete the Contractor Bidding process will be billed at the rates indicated below.
- This proposal assumes that the components included are of the approximate cost to build shown in the master plan document. If the design is adapted in a manner that represents a change in the scope anticipated by this document, S2o reserves the right to renegotiate this contract as appropriate.
- Bid/evaluation/contractor appointments are by others. We will deliver a design package but the bid process and bidding requirements will be created by others.
- This Amendment #3 is based on the components specifically stated herein, Components and/or tasks that are not specifically stated in the Amendment #3 are outside the scope of this project and will be considered additional services that will be supplied at an additional charge, if required.
- Any testing, permit or surveying fees will be paid by the City.
- Additional travel and/or coordination meetings beyond the described scope set forth in this Amendment #3 will incur additional fees billed at cost.



## Billing Rates

If additional meetings, conference calls and/or travel are required, the City will be billed at the following rates:

- S2o’s hourly rate of \$205/hour, plus travel expenses
- Eggers and Associates’ hourly rate of \$150/hour, plus travel expenses
- Benchmark Associates’ hourly rate of \$115/hour, plus travel expenses
- GeoEngineer’s hourly rates, attached hereto as Exhibit 1, plus travel expenses
- Cloward H2o’s hourly rate of \$175/hour, plus travel expenses

## Additional Work/Alteration of Terms

Any additional work that would result in additional billing to the City must be approved, in writing, by the City. The City reserves the right to refuse payment for services not expressly approved by the City.

No amendment, alteration, or modification of the Agreement shall be effective unless made in writing and duly executed by the parties.

## Compensation

Compensation is hereby modified as follows:

S2o agrees to complete the tasks outlined in this Amendment #3 for the costs of **\$269,035**. This agreement assumes that all reasonable travel expenses will be borne by the client. S2o has broken down the compensation figure to show the estimated costs to be incurred in the 2012-2013 Fiscal Year and the costs to be incurred in the 2013-2014 Fiscal Year. These cost figures are outlined below:

Costs: 2012-2013 Fiscal Year (10/1/2012- 9/30/2013)		
	Engineering Costs	Expenses
Kick- Off Meeting	\$ 10,330.00	\$ 1,800.00
Preliminary Design of the River Park at Sun Peak	\$ 94,220.00	
Preliminary Design Report	\$ 17,010.00	
Client Meeting	\$ 8,105.00	\$ 1,800.00
Permitting	\$ 12,000.00	
Project Management	\$ 12,500.00	\$ 1,800.00
Reimbursable Expenses (Travel, printing, copies, mailing, etc)		
<b>Total Expense for Client Through Final Design and Construction Documentation</b>	<b>\$ 154,165.00</b>	<b>\$ 5,400.00</b>
<b>Total Expense for Client Through Final Design and Construction Documentation(Costs &amp; Expenses)</b>	<b>\$159,565</b>	



Costs: 2013-14 Fiscal Year ( 10/1/2013 - 9/30/2014)		
	Engineering Costs	Expenses
Permitting	\$ 17,355.00	\$ 5,400.00
Final Design	\$ 58,985.00	
Construction Documentation	\$ 10,030.00	
Project Management	\$ 12,500.00	\$ 1,800.00
Reimbursable Expenses (Travel, printing, copies, mailing, etc)		\$ 3,400.00
<b>Total Expense for Client Through Final Design and Construction Documentation</b>	<b>\$ 98,870.00</b>	<b>\$ 10,600.00</b>
<b>Total Expense for Client Through Final Design and Construction Documentation (Costs &amp; Expenses)</b>	<b>\$109,470</b>	

All terms, covenants and conditions of the above-referenced Original Agreement remain in full force and effect except if duly modified by this Amendment #3.

**Submitted By:** \_\_\_\_\_

Scott Shipley  
 S2o Design and Engineering  
 318 McConnell Drive  
 Lyons, CO 80540

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

**Approved By:** \_\_\_\_\_

The City of Ketchum

Print Name: \_\_\_\_\_

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

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



## Exhibit 1

### GeoEngineers: Schedule of Charges- 2013

#### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

##### Professional Staff

Staff 1 Engineer/Scientist/Analyst	\$	90/hour
Staff 2 Engineer/Scientist/Analyst	\$	100/hour
Staff 3 Engineer/Scientist/Analyst	\$	110/hour
Engineer/Scientist/Analyst 1	\$	115/hour
Engineer/Scientist/Analyst 2	\$	120/hour
Senior Engineer/Scientist/Analyst 1	\$	140/hour
Senior Engineer/Scientist/Analyst 2	\$	150/hour
Associate	\$	165/hour
Principal	\$	190/hour
Senior Principal	\$	210/hour

##### Technical Support Staff

Administrator 1	\$	60/hour
Administrator 2	\$	65/hour
Administrator 3	\$	70/hour
CAD Technician	\$	75/hour
CAD Designer	\$	85/hour
CAD Design Coordinator	\$	90/hour
Technician	\$	46/hour
Senior Technician	\$	58/hour
Lead Technician	\$	65/hour
Environmental Technician	\$	75/hour

##### Software Development Staff

Database Architect/Analyst	\$	160/hour
Senior Database Architect/Analyst	\$	180/hour
Business Analyst	\$	160/hour
Senior Business Analyst	\$	180/hour
Software Architect/Developer	\$	180/hour
Senior Software Architect Developer	\$	200/hour
IT Project Manager	\$	200/hour
Senior IT Project Manager	\$	225/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.



## Appendix A General terms and Conditions

### GENERAL CONDFINITIONS

The words and phrases listed below have the following meanings when used in this Agreement:

"Agreement" means the complete agreement between Client and S2o, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

"Client" means the City of Ketchum, Idaho..

"S2o" means S2o Design and Engineering, aS-Corp, and any of its employees, officers, directors, agents, and assigns. S2o is sometimes referred to as "us," "we" or "our" throughout this Agreement.

"Hazardous Materials" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

"Scope of Services" means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement as approved by Client in writing.

"Excluded Services" means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

### Integrated Written Agreement

This Agreement represents the entire and integrated agreement between Client and S2o and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and S2o.

### Conflicts

Terms and Conditions proposed by Client that conflict with those contained in this Agreement shall not be applicable unless expressly agreed to in writing by both parties.

### Standard of Care and Warranty Disclaimer

S2o will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

### Client Furnished Information and Obligations

Client will provide S2o with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that S2o is not responsible for damages to underground utilities, facilities or structures not identified by Digline or known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify S2o for these damages to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS. S2o is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement, if any. S2o shall specifically identify such information to Client in writing, otherwise Client assumes such information will be obtained by S2o as part of its scope of work. S2o may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

### Permits and Agency Arrangement

If included in the Scope of Services, S2o will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by S2o, designate S2o as its agent for the purposes of drafting permit and/or license applications. S2o' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. S2o will rely upon data collected by and information provided by Client in preparing the applications. S2o shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by S2o.

Client waives any claim against S2o relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies. Client's waiver does not extend to information obtained by S2o used for the application and for issuance of such permit.



## Rights of Entry

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

## Surface and Subsurface Disturbance

S2o will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services. S2o understands some work will take place on BLM lands and shall obtain the necessary permits therefor.

## Discovery of Hazardous Materials

“Unanticipated hazardous materials” are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against S2o relating to the discovery of unanticipated hazardous materials and will indemnify S2o to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

## Off-site Disposal of Hazardous Materials

Client acknowledges that S2o is not and shall not be required to be in any way an ‘arranger’, ‘operator’, or ‘transporter’ of hazardous materials present or near the project site, as these terms are defined in applicable Federal or State Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that S2o sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, S2o shall do so only as Client’s agent. Client agrees to defend, indemnify, and hold harmless S2o, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client’s behalf.

Further, S2o will, at Client’s request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but S2o shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

## Unanticipated and Changed Conditions

Actual subsurface conditions may vary from those encountered at the specific locations where S2o conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. S2o reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, S2o and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client’s needs. If Client and S2o cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to S2o by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

## Site Safety

S2o will maintain a safety program for our employees, agents, and assigns. S2o specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. S2o is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons not under S2o’s control or agency relations. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

## Construction and Remediation Observation

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to S2o.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other



party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

### Sample Retention and Disposal

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

### Identification of Other Contaminants

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. S2o' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of S2o' laboratory data validation review non-COI contaminants are identified with COI-equivalent data quality and analytical values at or above regulatory action levels, S2o will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless S2o from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

### Instruments of Service

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by S2o are Instruments of Service and remain our property and will supply Client at least one (1) original thereof as part of our scope of work. All documents and written correspondence prepared by S2o under this Agreement, electronic or otherwise, are public records subject to applicable provisions of the Idaho public writings disclosures and protections set forth in Title 9, chapter 3, Idaho Code. We will retain final reports, aerial photos and boring logs for an indefinite period of time. Other documents relating to the services performed will be retained for 10 years following submission of any report produced under this Agreement. We will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. S2o is not responsible for such reuse (unless such reuse is expressly authorized by S2o in writing), and Client will indemnify S2o against damages relating to such reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by us. Files in electronic media format of text, data, graphics, or of other types that are furnished by S2o to Client are only for the convenience of S2o and Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. S2o shall not be responsible to maintain documents stored in electronic media. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than S2o to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of S2o and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

### Billing and Payment

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify S2o within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified S2o within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time. Collection efforts for past due amounts by S2o shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by S2o. Payment to S2o for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to S2o shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.



## Adjustment for Increased Costs

S2o reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if S2o must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

S2o revises its Schedule of Charges annually. Therefore, we will notify Client of any modification to our Schedule of Charges for Client's prior approval if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

## Scope of Services and Excluded Services

Our engagement under this Agreement includes only those services specified in the Scope of Services.

Client agrees it will not hold us liable and expressly waives any claim against S2o for not performing additional services that Client instructed us not to perform, not performing additional services that were not specifically requested by Client and agreed to by both parties, and not performing recommended additional services that Client has not authorized us to perform.

## Termination of Services

### *Termination for Cause*

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

### *Termination for Convenience*

Either party may terminate this Agreement for convenience upon 14 days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

## Suspension of Services

If the project or S2o' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, S2o shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate S2o for expenses incurred as a result of the suspension and resumption of its services, and S2o's schedule and fees for the remainder of the project shall be equitably adjusted.

If S2o's services are suspended for more than ninety (90) days, consecutive or in the aggregate, S2o may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, S2o may suspend performance of services upon five (5) calendar days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, S2o shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused S2o to suspend services, S2o shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by S2o exceeding 60 calendar days shall, at S2o's option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to S2o, S2o shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to S2o sufficient funds to replenish the retainer to its full prior amount.

## Delays

The Client agrees that S2o is not responsible for damages arising directly or indirectly from any delays for causes beyond S2o's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, terrorist acts, wars or other emergencies or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by S2o to perform its services in an orderly and efficient manner, S2o shall be entitled to an equitable adjustment in schedule and/or compensation.

## Indemnification

S2o will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of S2o, its agents, subcontractors or its employees. For any such claims, liabilities, damages or costs caused by or



resulting from the concurrent negligence of S2o and other parties, including the Client, the duty to indemnify shall apply only to the extent of S2o's proven negligence.

The Client will defend, indemnify and hold S2o, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to Client's negligence or intentional act relating to this project or this Agreement, provided that Client's indemnification obligations for death or bodily injury to persons or damage to property shall not apply to the extent of the proven negligence of S2o, its officers, agents and employees.

Client's indemnification is limited by the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code. Client's waiver of immunity extends only to claims against S2o by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

Client's duty to defend in this paragraph means that Client shall assume the defense of such claim S2o shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this paragraph, Client shall not compromise or settle the claim without S2o's consent unless: (i) such settlement or compromise only involves monetary relief that is paid in full by Client, (ii) S2o is not liable for any such settlement or compromise, and (iii) there is no finding or admission that S2o is or was liable under any legal theory for damages relating to the claim.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

### Limitation of Remedies

S2o's aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees and agents, is limited to \$500,000.00. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, S2o's indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

### Insurance

S2o maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies to Client upon execution of this Agreement and name Client as an additional insured therein under our general and auto liability policies..

### Disputes

Except for claims by S2o to collect past due amounts owing from the Client, the parties to this Agreement must refer any dispute, controversy or claim arising out of or relating to this Agreement or its breach to mediation before pursuing any other dispute remedy.

Any dispute, claim or controversy not resolved in mediation will be decided in binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association at its offices closest to the project site, unless the parties mutually agree to some other dispute resolution forum.

### Choice of Law and Prevailing Party Rights

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Idaho. The prevailing party in any arbitration or litigation will be entitled to recover reasonable attorneys' fees, legal costs, arbitration fees and other claim-related expenses, including reasonable fees for the time of its personnel.

### Biological Pollutants

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that S2o will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless S2o from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

### Claims Assistance for Client

If a construction contractor or other party files a claim against Client, relating to services performed by S2o and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse S2o for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.



### Time Bar to Legal Action

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the final completion of S2o's services or as such time for action as may be extended by §§5-219 and 5-241, Idaho Code.

### No Third Party Rights

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and S2o. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and S2o and not for the benefit of any other party. No third party shall have the right to rely on the product of S2o's services without S2o's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

### Assignment of Contract or Claims

Neither the Client nor S2o may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

### Survival

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

### Severability

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and S2o agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

# City of Ketchum, Idaho

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



June 11, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

## **Hemingway Splash Park ~ Request For Contract Approval with CEM Aquatics**

Mayor Hall and City Councilors:

### Introduction/History

Former Director of Parks & Recreation, Kirk Mason, initiated a project in 2005 whereby an above ground splash pad would be installed at Atkinson Park. Mr. Mason drove a successful capital campaign for execution of this project raising approximately \$25,000 in private donations.

The "Hemingway Splash Park" would be operational for about two to three months each summer and offer safe, healthy, and active fun for kids of all ages and abilities. Local examples of this type of feature include Jimmy's Garden in Hailey and Settlers Park in Meridian.

Mr. Mason proceeded with planning this project up to receiving bids, determining engineering specifications, and determining approximate location; however, the looming recession and Mr. Mason's retirement as Director of Parks & Recreation led to an unfortunate tabling of the project.

Approval to proceed with planning was received from City Council on April 6 and gained further approval from the Blaine County School District Board of Trustees, Ketchum Planning and Zoning Commission (a CUP was granted on June 9), and Hemingway Principal Don Haisley.

The fifth grade class of 2013 delivered a \$500 contribution toward this project as their "Fifth Grade Gift" to Hemingway Elementary School.

### Current Report

A Request For Proposals was sent to three qualified firms who responded to a prior Request For Qualifications. We are recommending CEM Aquatics, whose proposal is attached as Exhibit A.

### **Parks & Recreation Department**

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

Financial Requirement/Impact

CEM Aquatics proposed a \$153,950 value project. A contract will be available for the City Council meeting.

Recommendation

We respectfully recommend that City Council approve the contract for design/build of the Hemingway Splash Park.

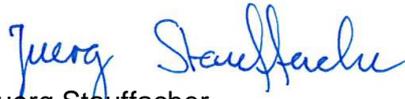
Suggested Motion

*"I move to approve a contract with CEM Aquatics in the amount of \$153,950 for design/build of the Hemingway Splash Park."*

Respectfully Submitted,



Jennifer L. Smith  
Director of Parks & Recreation



Juerg Stauffacher  
Parks & Natural Resources Superintendent

**Parks & Recreation Department**

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

May 28, 2013



**Attn: Jennifer Smith**  
**RE: Parks & Recreation Department**  
**City of Ketchum, ID**

CEM Aquatics submits the following response to the RFP released by the City of Ketchum to supply & install one splash pad structure w/ equipment, nozzles & plumbing. The sections below define our intended scope. As there is no specification to bid to, we have stated our assumed inclusions & exclusions. Please review the sections & note the items that will need to be provided by the owners or other contractors. We can also modify this scope as required & offer some value engineering ideas as well. We would love the opportunity to discuss further with you. We are licensed as a public works swimming pool contractor in the state of Idaho. Our license # is PWC-C-15278-A.

**Cost Estimate:** \$153,950.00 (Tax Not Included at This Time)

- Inclusions:**
- Design & engineering for splash pad structure, equipment & plumbing
    - Assumed splash size of 650 ft<sup>2</sup>, free form shape w/ center drain & grate
    - Assumed recaptured & re-circulated water filtration & sanitation system
    - Submit drawings & coordinate with local health department for review & approval
  - All excavation & backfill for splash pad, water balance tank, equipment vault & plumbing
    - We assume existing site grading is +/- 1' of final finished grade
    - We assume existing soils are suitable for splash pad installation and exclude all work that may be required to remedy poor soil conditions
  - All concrete work for splash pad structure and water feature footings
    - Standard color concrete w/ stiff broom finish
    - Standard control & expansion joints w/ no patterns
  - Provide & install water feature equipment set
    - Circulation system
    - Filtration system
    - Chemical system
    - Water level control system
    - Instrumentation (gauges, sensors & meters)
  - Provide electrical work and connections between panels
  - Provide & install PVC Sch 40 pipe, fittings & valves for plumbing
  - Provide & install precast in-ground concrete water balance tank
    - Tank will come with exterior waterproofing from the manufacturer & we will apply the interior waterproofing on site.
    - Tank will come with standard manhole cover & plastic ladder rungs for access
  - Provide & install in-ground precast concrete equipment vault
    - Tank will come with standard 30" x 30" access hatch
  - Provide & install water feature nozzles

- Provide up to 12 embedded spray features
- Provide 1 above ground spray feature (such as a spray gun, dumping bucket, or arch)
- Provide 1 bollard activator
- Provide & install custom water feature controller w/ programming
- Provide & install chemicals for system start up
- Provide all necessary labor to complete our scope of work

- Exclusions:
- All earthwork for initial site preparation, compaction & grading (as recommended by a geotechnical engineer, if applicable)
  - All removal / replacement of existing trees, vegetation, structures, walkways, sidewalks, etc
  - All locating and rerouting of existing utilities & irrigation lines
  - All concrete, structural & finish work for any adjacent sidewalks, walkways, plazas, etc
  - All adjacent landscaping, trees, vegetation, benches, pavilions, shade structures, etc
  - All landscaping over and surrounding water balance tank and mechanical vault
  - All electrical work, design, materials & installation; panels, conduits, wiring & connections
    - Some of this can be added to our services at an additional cost w/ further coordination
  - All mechanical work, design, materials & installation; drains to waste, water supply & venting
    - Some of this can be added to our services at an additional cost w/ further coordination
  - Water heating system for water features
  - UV system for water features

Please let me know if you have any questions regarding this scope or cost estimate. Attached with this proposal are a couple conceptual renderings of a proposed splash pad layout. We have also included pictures of some our completed splash pads. One thing to note is that some of the nozzles and equipment utilized in your splash pad may have a lead-time of up to 8 weeks. These items should be coordinated into your construction schedule.

**Experience & Qualifications:**

Our company has been servicing the swimming pool industry in this region for over 30 years. A small sample of our portfolio of pool projects of similar size and scope is as follows:

**Some of Our Client References:**

- Owner - Kim Cooper, City of Lehi, Utah, 801-836-1031
- Owner - Brent Larsen, American Fork City, Utah, 801-376-4875
- Owner - Terry Floyd, Church of Jesus Christ of Latter-day Saints, 801-240-1000
- Owner - Scott McDonald, South Davis Recreation Center, 801-298-6226
- Owner - Tamara Gray, Desert Wave, 435-637-7946
- Owner - Cottonwood Heights Rec Center, Mike Peterson, 801-943-3190
- Architect - Brent Tippetts, VCBO Architects, 801-560-4950
- Architect - Burke Cartwright, EDA Architects, 801-531-7600
- Architect - Holli Adams, Architectural Nexis, 801-924-5000
- Architect - Mark Wilson, MWA Architects, 801-360-6859
- General Contractor - John McEntire, Okland Construction, 801-486-0144
- General Contractor - Chris Smith, Layton Construction, 801-563-3662
- General Contractor - Mark Robbins, Jacobsen Construction, 801-953-6235
- General Contractor - Jeff Arnold, Big-D Construction, 801-430-0871
- General Contractor - Joe Reynolds, Sirq Construction, 801-253-7825
- General Contractor - Scott Roberts, JL Roberts & Sons, 801-404-1752

**Some of Our Current Pool & Splash Pad Projects:**

Olympus High School – Holladay, UT - 1 Pool  
Granger High School – WVC, UT – 1 Pool  
Provo City Community Rec Center – 4 Pools & 1 Spa  
Hartvigsen School; Taylorsville, UT – 1 Pool  
Payson Utah Temple; Payson, UT – 2 Fountain  
Ogden Utah Temple; Ogden, UT – 2 Fountains  
Cottonwood Club – Holladay, UT – 2 Pools  
*Heritage Park – SLC, UT – 1 Splash Pad*  
African Savanna @ Hogle Zoo – SLC, UT – 3 Pools  
*Splash Pad @ Hogle Zoo – SLC, UT – 1 Splash Pad*

**Some of Our Completed Splash Pad Projects:**

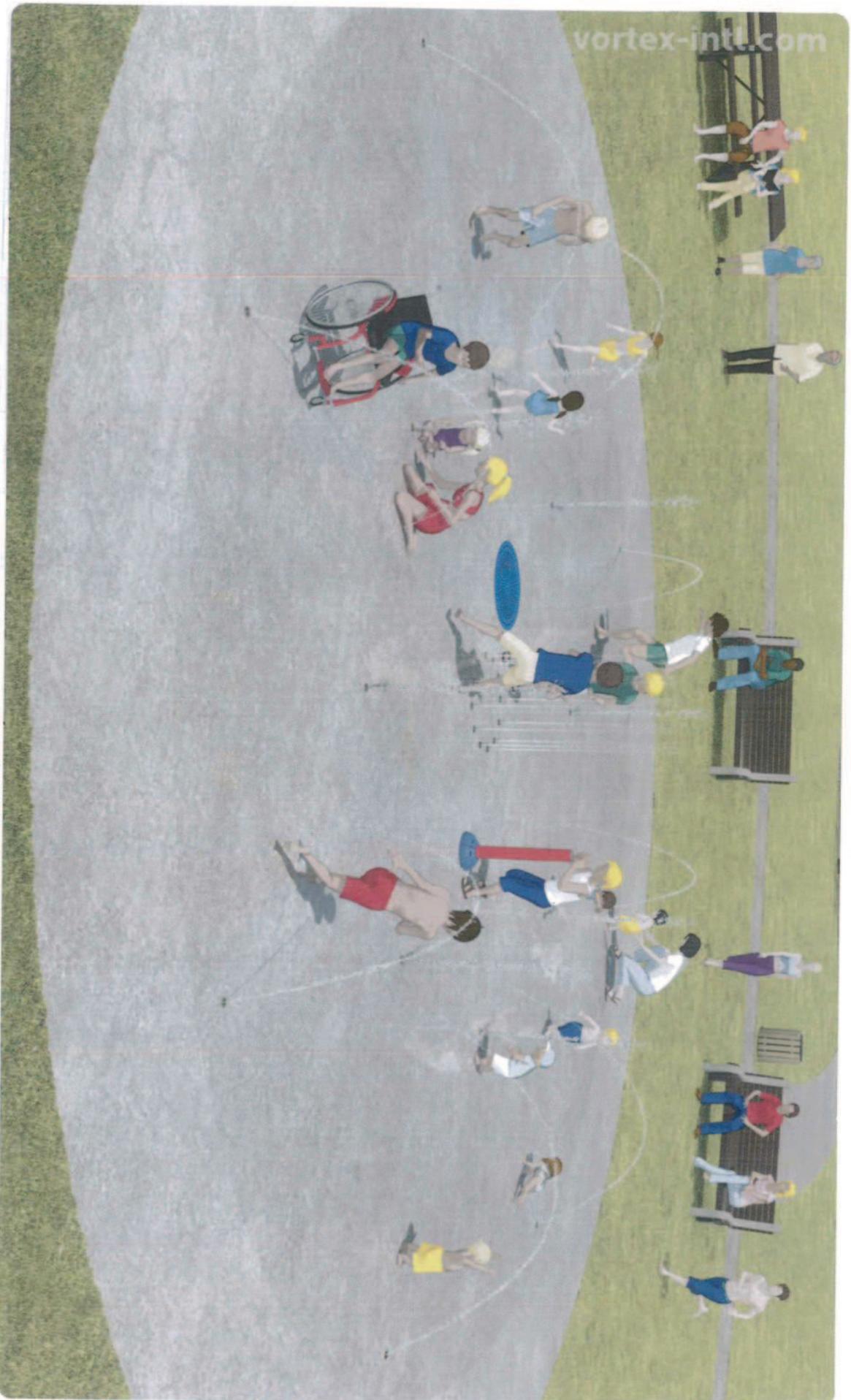
Riverdale Splash Pad; Riverdale, UT – 1 Splash Pad  
Cooley Splash Pad; SLC, UT – 1 Splash Pad  
North Park Splash Pad; Spanish Fork, UT – 1 Splash Pad  
Urban Park Splash Pad; Daybreak, UT – 1 Splash Pad  
Foxboro Park Splash Pad; North Salt Lake, UT – 1 Splash Pad  
Nephi City Pool; Nephi, UT – 1 Pool & 1 Splash Pad  
WV City Center; WVC, UT – 1 Splash Pad & 1 Fountain  
Town Square Plaza; St. George, UT – 1 Splash Pad  
Civic Center Splash Pad – Springville, UT – 1 Splash Pad  
North Ogden Splash Pad – North Ogden, UT – 1 Splash Pad  
Clearfield Aquatic Center – North Ogden, UT – 1 Splash Pad  
Alta Canyon Splash Pad – Sandy, UT – 1 Splash Pad  
Snyderville Basin Splash Pad – Park City, UT – 1 Splash Pad  
Spanish Fork City Splash Pad – Spanish Fork, UT – 1 Splash Pad  
Washington County Splash Pad – Washington, UT – 1 Splash Pad  
Rocky Springs Splash Pad – Rock Springs, WY – 1 Splash Pad

Sincerely,

Tim Garner

CEM Aquatics  
3154 S Washington ST  
SLC, UT, 84115

801-230-8288  
tim@cemaquatics.com



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Photo: © Bill Goodfriend/UP

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 **VORTEX**  
more smiles per drop™

Features: 12' x 24' x 4' - 12' x 4' x 4'

# CEM Aquatics – Splash Pads

**St. George City - UT**

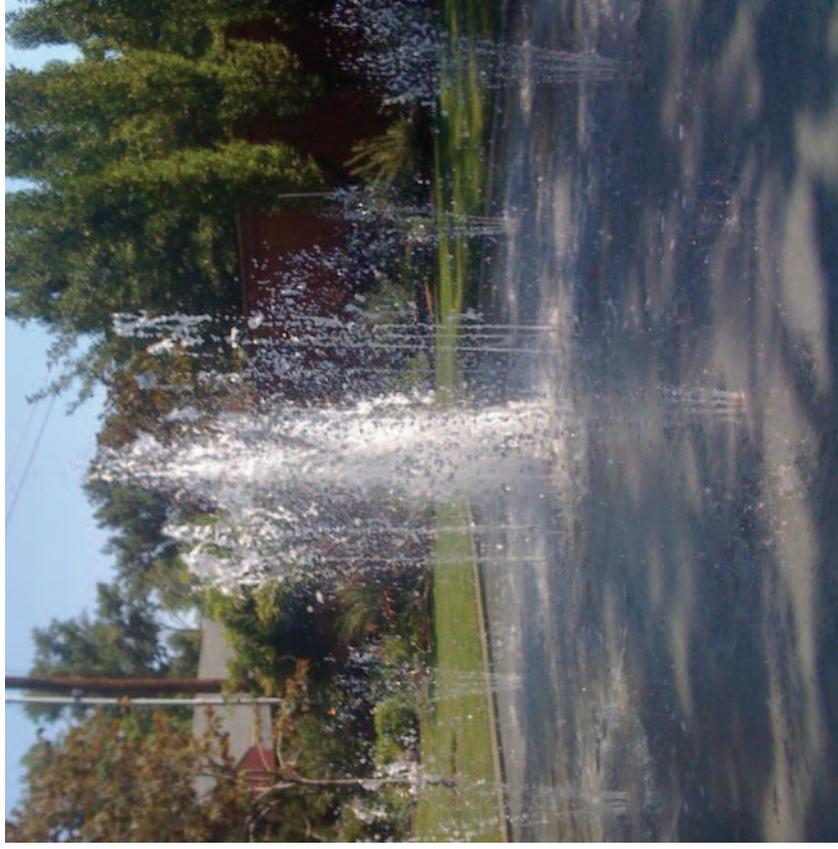


**Magna City - UT**

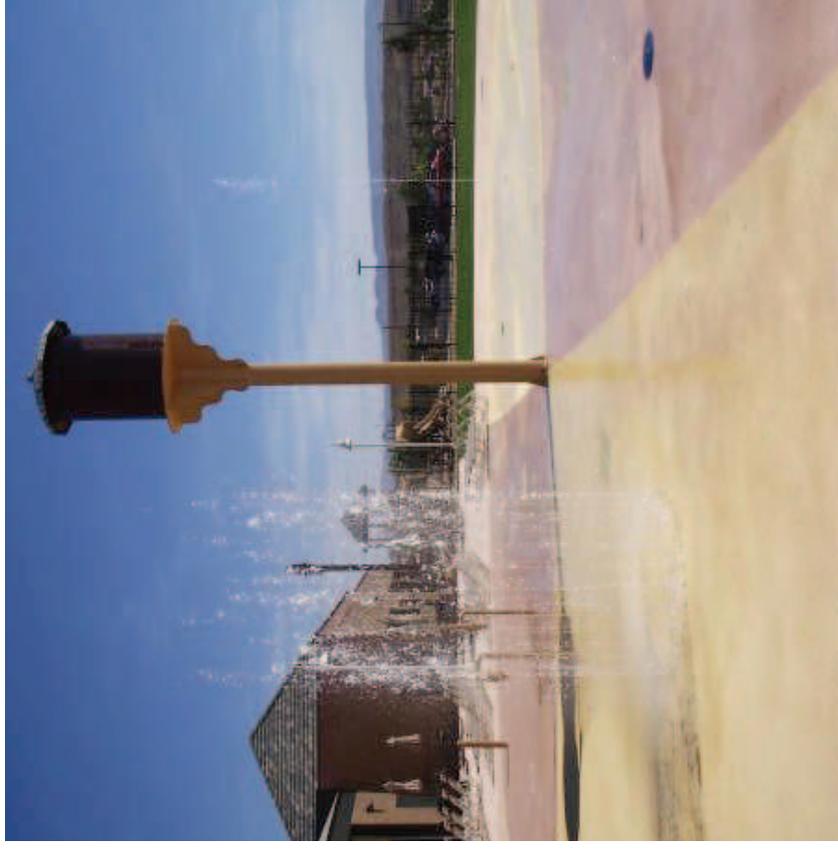


# CEM Aquatics – Splash Pads

**Salt Lake City - UT**

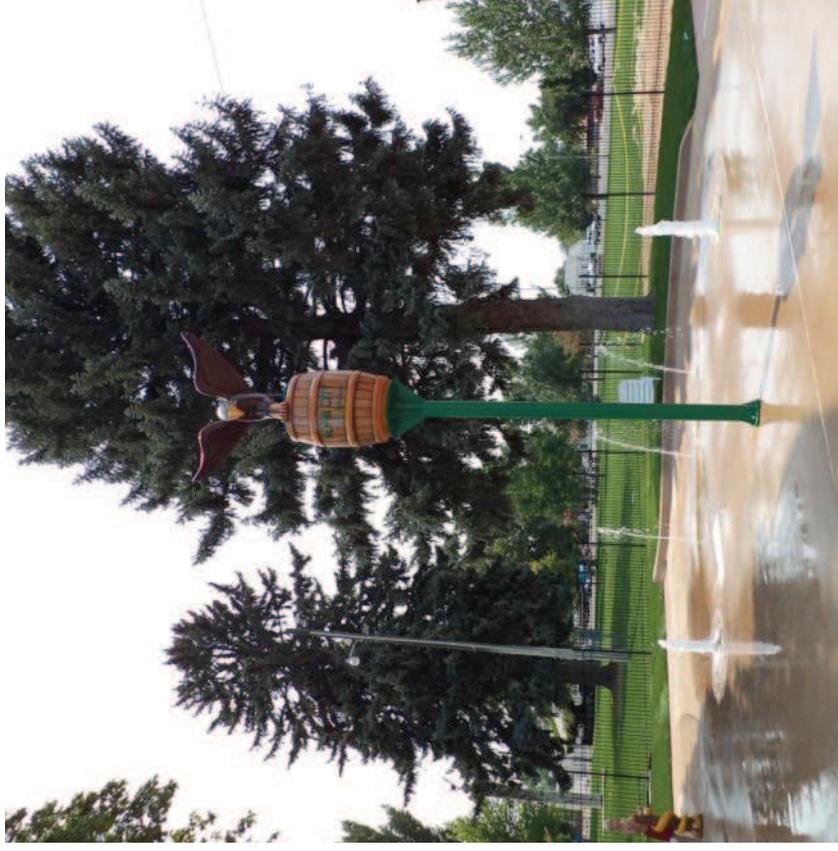


**Washington City - UT**

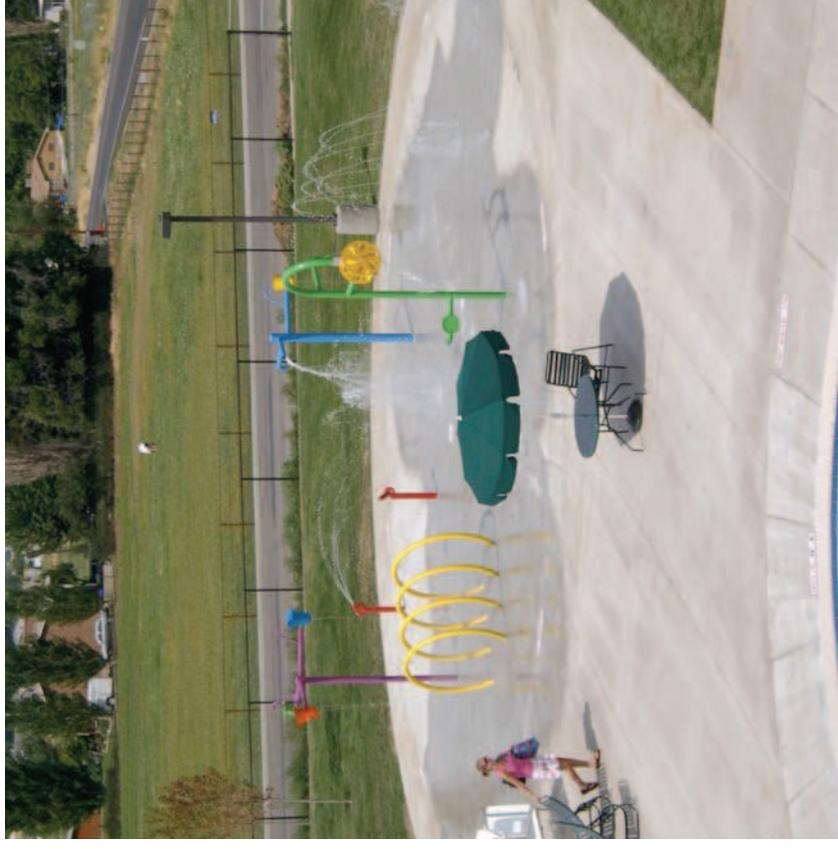


# CEM Aquatics – Splash Pads

**Nephi City - UT**



**North Ogden City - UT**

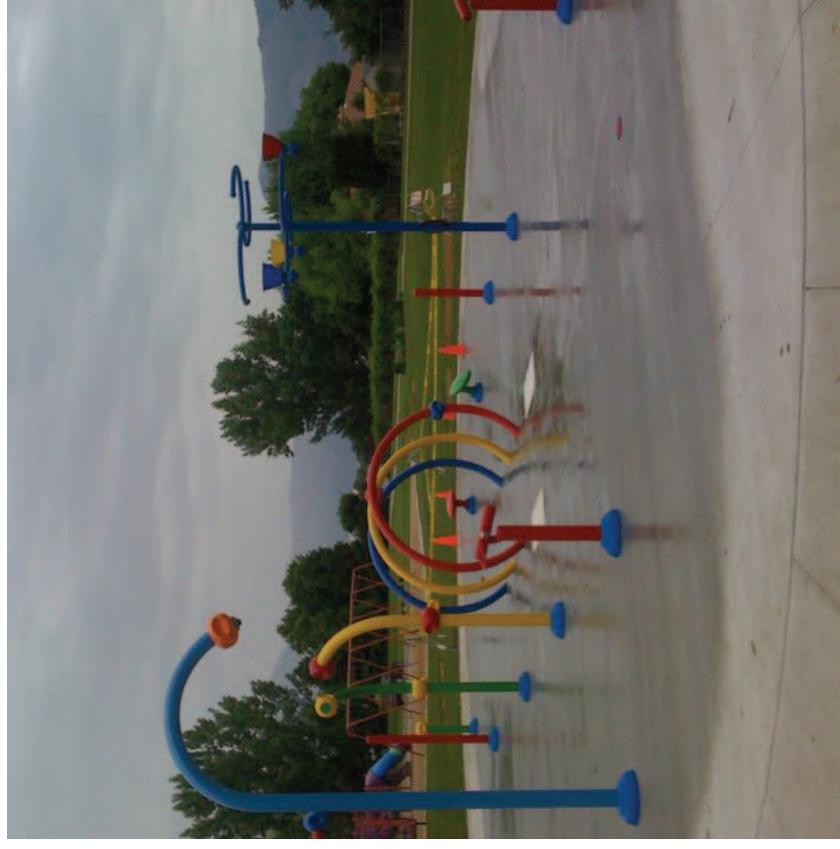


# CEM Aquatics – Splash Pads

**West Valley City - UT**



**Riverdale City - UT**



# City of Ketchum, Idaho

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



June 10, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

Attachment A: Ordinance 1097, Ketchum Local Option Tax Ballot Measure  
Attachment B: Recap of 2012 Vote  
Attachment C; 2012 Joint Powers Agreement regarding 1% for Air  
Attachment D: Ordinance 1108, an Ordinance providing for the imposition of  
Local Option Taxes as a ballot measure

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

### Introduction/History

All three cities (Ketchum, Sun Valley and Hailey) considered ballot measures to increase Local Option Tax by 1% for the purposes shown on Attachment A, Ordinance 1097, and Ketchum Local Option Tax Ballot Measure. Attachment B summarizes the vote in the three cities; it failed in Ketchum by 37 votes. State statute dictated that the question could not be asked again as a ballot measure for one year.

A Joint Powers Agreement was reviewed and approved by all three cities in 2012. The agreement was approved by all three cities, but never formally executed due to the failure of the ballot measure. The revised agreement is identical to the 2012 agreement, except the dates will be changed.

The ballot measure passed only in the City of Sun Valley. The City voted to delay enacting the tax for one year so that the ballot question could be posed again in Ketchum and Hailey.

### Current Report

A Citizens Committee will be created to champion the 1% for Air ballot measure. At this time, FSVVA will be available to answer any questions.

Placing a measure on the ballot is accomplished by Ordinance. Ordinance 1108 is identical to last year's Ordinance, with the exception of date changes.

Financial Requirement/Impact

City Administrator Gary Marks estimates that, based on the 2012/2013 12 month rolling revenue totals for LOT (May 2012 through April 2013), a 1% increase of Ketchum LOT across the board for all categories (retail, liquor, building materials, hotel rooms and condos) would have yielded a revenue of \$1,629,632. In 2012, the City Administrator also provided a recommendation on estimated costs to administer the LOT, which would be included in the overall budget if the LOT increase is passed by the voters.

Recommendation

The decision to place this matter (or any matter) on the ballot before the voters is a political decision. Best practices do not encourage city staff members to be involved in any political matters coming before the City. The role of staff in this process will be one of helping to disseminate information to voters, the business community and other interested parties. Therefore, this staff report and future staff reports will not contain recommendations other than legal guidance regarding various legal issues related to balloting and the Joint Powers Agreement. According to City Clerk Sandy Cady, September 12 is the last day for the clerk to certify nominees and any special questions placed by action of the governing board of the political subdivision for the November 6 election." (per Idaho Code 34-1404).

Recommended Motion:

The Council may wish to acknowledge the first reading of Ordinance 1108 if they choose to place this matter on the ballot. If so, the following motion applies:

MOTION: *"I move to acknowledge this as the first reading of Ordinance 1108, and direct staff to schedule the second reading on July 1, 2013".*

Sincerely,

Lisa Horowitz  
Community and Economic Development Director

**ORDINANCE NUMBER 1097**

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

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

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

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

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

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

**SPECIAL NON PROPERTY TAX ELECTION**

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

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

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

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

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

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

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

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

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

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

all as provided in Ordinance No. 1097 adopted by the Council of the City on September 4, 2012.

<b>IN FAVOR</b>	→	
<b>AGAINST</b>	→	

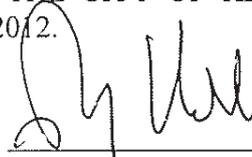
**SECTION 2. SEVERABILITY CLAUSE.** If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

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

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

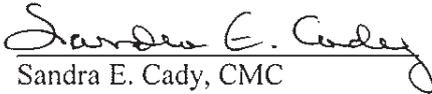
PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this 4th day of September, 2012.



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

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:



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

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

Publish: Idaho Mountain Express  
September 12, 2012

## Recap of 2012 – 1% for Air LOT

### Sun Valley City LOT for Air Service (60% to pass)

<input checked="" type="checkbox"/> Yes - 61.4%	492
No - 38.7%	310

Total Sun Valley votes: 802

### Ketchum City LOT for Air Service (60% to pass)

Yes - 57.9%	1,016
<input checked="" type="checkbox"/> No - 42.08%	738

Total Ketchum votes:1754 #votes needed:1053 #votes short:37

### Hailey City LOT for Air Travel (60% to pass)

Yes - 58.7%	1,865
<input checked="" type="checkbox"/> No - 41.3%	1,310

Total Hailey votes:3175 #votes needed: 1905 #votes short: 40

*Out of five precincts in Hailey, three voted to pass the tax by more than 60 percent. But it was defeated by the vote in northwest Woodside, which voted 54 percent in favor, and southeast Woodside, which voted 49.7 percent in favor. Southeast Woodside was the only precinct in the three cities to outright reject the measure.*

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

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

1. **Establishment of Separate Legal Entity; Governance.** The Parties hereto hereby establish the Sun Valley Air Service Board (“Board”) as a separate legal entity and delegate each Party’s respective power to the Board to oversee and administer the joint undertakings contemplated herein. Parties will join and become members of the Board upon execution of this Agreement by their respective governing body.
2. **Board Membership.** The representatives of the Parties who shall be members of the Board shall be configured as described below:
  - A. One (1) member from the City of Ketchum, one (1) member from the City of Sun Valley and one (1) member from the City of Hailey shall be respectively appointed by the Mayors of Ketchum, Sun Valley and Hailey with the consent and approval of the City Council of each city.
  - B. One (1) member from Blaine County shall be appointed by the Board of County Commissioners.
  - C. Each of the Parties shall establish its own Board member qualification criteria subject to subparagraph E.
  - D. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Board has employed or contracted with to provide equipment or services shall not be appointed or remain members of the Board.

- E. Members of the Board shall be appointed without respect to political affiliation or religious denomination. Any person over the age of eighteen (18) may be eligible for appointment.
- F. Members of the Board shall serve without compensation.

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

- A. City Parties shall retain 90% of the voting rights and voting rights shall be allocated among all Board members based on their respective annual 1% LOT contributions to the Board. The initial allocation of these voting rights shall be determined using each City Party's year ending September 30, 2012, total fiscal year actual LOT revenue collection on taxable sales described in the Ballot Questions. Each year thereafter, the voting percentages shall be revised as necessary to reflect each City Party's year ending September 30 actual 1% LOT revenue contributions to the Board.
- B. Blaine County shall not have a vote as a member of the Board, except in the instance described herein. In recognition that Friedman Memorial Airport is jointly owned by the City of Hailey and Blaine County, 10% of the voting rights of the Board members will be allocated to the Board member appointed by Hailey, unless Hailey is not a Party to this Agreement, in which case such 10% shall be allocated to the Board member appointed by Blaine County.
- C. Voting Majorities. The members of the Board shall take action upon the affirmative vote of those members holding more than 50% of the voting rights, unless otherwise provided herein. A super-majority of two-thirds of those members holding voting rights shall be needed to (1) approve any initial Contract for Services with an entity or contractor or change an entity or contractor with a Contract for Services in excess of \$50,000 to a different entity and/or contractor; and (2) approve any initial performance metrics and change in performance metrics determined jointly by members of the Board and contractor(s) as identified in the Contracts for Services.

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

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

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

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

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

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

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

less their direct costs to collect and enforce the tax, including administrative and legal fees, subject to allocations approved by each City Party's governing board.

- A. In adopting the annual budget, each City Party must contribute the money collected pursuant to its respective Ballot Question, less their direct costs to collect and enforce the tax, including administrative and legal fees. The County, in its discretion, may contribute funds to the Board; it is anticipated that the County will continue its historical support for the Airport.
- B. Any entity may contribute additional funds to the Board. It is anticipated that Sun Valley Company will fund fifty percent (50%) of any MRG expenses and will provide marketing support for the air service in collaboration with the airlines and other community marketing efforts.
- C. Any funds received by the Board shall be used for payments to entities pursuant to the Contract for Services, as contemplated by the Ballot Questions, for the purposes authorized therein. The budgeting, allocation and use of said funds by the Board shall be in accordance with the purposes and powers herein provided for, and in no event shall the Board use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Board by the Parties. All specific allocations of LOT proceeds by a City Party shall be followed by the Board in its budget and actual spending.
- D. An annual audit or similar financial review shall be conducted consistent with Idaho statutory requirements.
- E. So as to minimize Board expenses, all City Parties may agree to share in the administrative tasks of the Board through pro-rata contribution of their City staff time to perform such tasks.

**8. Contracts for Services.** The initial Contracts for Services with entity(ies) selected by the Board shall be entered into as soon as practicable following the appointment of the Board Members and passage of the Ballot Questions. Each year thereafter, the Board shall enter into similar contracts with such entities as the Board may select. The Contracts for Services shall (i) set forth those specific services which are to be provided consistent with the Ballot Questions, (ii) provide for detailed reporting to the Board and, as appropriate directly to the Parties, of how funds were spent in sufficient detail to demonstrate compliance with constitutional and statutory guidelines as reflected in the AG Opinion; (iii) include performance metrics consistent with expectations for the work to be performed. A Contract for Services may be for more than one year, but must explicitly state that annual funding is subject to annual appropriations which meet the Cities' statutory limitations.

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

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

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

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

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

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

[Signatures Appear on Following Pages]

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

CITY OF KETCHUM

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

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

ATTEST:

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

CITY OF SUN VALLEY

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

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

ATTEST:

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

CITY OF HAILEY

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

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

ATTEST:

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

BLAINE COUNTY COMMISSIONERS

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_

**ORDINANCE NUMBER 1108**

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

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

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

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

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

**SECTION 1.** The following ballot shall be submitted to the registered voters of the City of Ketchum at the November 5, 2013 election and Ordinance 712 shall be amended as provided for in the ballot provided that the ballot is approved by sixty percent of the registered voters that vote on such ballot:

**SPECIAL NON PROPERTY TAX ELECTION**

**CITY OF KETCHUM  
STATE OF IDAHO  
November 5, 2013**

**QUESTION:** Shall the City of Ketchum, Idaho (the “City”) adopt Ordinance No. , which shall provide for the imposition and collection of, for a period of five (5) years from its effective date of January 1, 2014, certain local option nonproperty taxes to raise the current rates of LOT as follows:

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

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

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

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

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

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

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

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

all as provided in Ordinance No. 1097 adopted by the Council of the City on July 15, 2013.

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

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this 15th day of July, 2013.

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

ATTEST:

APPROVED AS TO FORM  
AND CONTENT:

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

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



**REGULAR KETCHUM CITY COUNCIL MEETING**  
**Monday, June 3, 2013 at 5:30 p.m.**  
**Ketchum City Hall, Ketchum, Idaho**

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

**Also Present:** Ketchum City Administrator Gary Marks  
Ketchum City Attorney Stephanie Bonney  
Ketchum City Treasurer/Clerk Sandy Cady  
Ketchum Community and Economic Development Director Lisa Horowitz  
Ketchum Planning Manager Joyce Allgaier  
Ketchum Associate Planner Rebecca Bundy  
Ketchum Special Projects Manager Lisa Enourato  
Ketchum Police Chief Steve Harkins  
Recording Secretary Sunny Grant

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

**2. Communications from Mayor and Councilors**

Mayor Randy Hall said Tim Eagan had been chosen as the new Ketchum Urban Renewal Agency Commissioner. Councilor Nina Jonas said she's been looking at the Local Option Tax audit and building permits from past years and cannot find excessive non-compliance. She'd rather spend the cost of the State Tax Commission LOT collection service locally.

Council President Baird Gourlay recently attended an Emergency Operations Plan class, and suggested other Councilmembers do the same. Recent emergencies involving Ketchum elected officials were the 2007 Castle Rock Fire and the 2010 Christmas Power Outage.

Councilor Michael David said the Ketchum Firefighters-sponsored Street Fight was a fun competition and well attended, that raised money for the Blaine County Drug Coalition.

Mayor Hall said summer events were starting. Upcoming regular events are Town Square Tunes, Jazz in the (Rotary) Park, and Ketch'em Alive. Ketchum Fire Chief Mike Elle said the Fire Department's next event would be Fire Service Appreciation Day "Fight to Survive" benefitting Higher Ground this year.

**3. Swearing in of new Ketchum Firefighters**

*Also Present: Ketchum Fire Chief Mike Elle  
Assistant Chief Robbie Englehart*

The Ketchum Fire Department currently has 11 full-time firefighters and 32 volunteer firefighters who are frequently responsible for the health and safety of Ketchum's residents and visitors.

Mayor Randy Hall and Ketchum Fire Chief Mike Elle introduced and swore in seven new Ketchum on-call volunteer firefighter cadets: Jason Buck, Cameron Lloyd, Parker Portash, Anja Sundali, Mark Thompson, Ashley Yagla and Paul Yelda.

**4. Communications from the Public**

Ketchum resident Bob Dreyer presented a letter from the majority of homeowners and tenants of Mortgage Row. They ask that Ketchum look at options to improve traffic safety in the Mortgage Row area.

**5. Ketchum Transit Hub Project update and request to proceed with concept development - Mountain Rides Transportation Authority.**

Disclosure: Ketchum Councilor Michael David is on the Mountain Rides Board of Directors.

Mountain Rides Executive Director Jason Miller said discussion on a downtown Ketchum transportation hub first started in March, 2012. MRTA did four open houses to explain why a central hub is needed, and why it would help Mountain Rides transit operations, and asking the public for input on where the hub should be and what it should look like. The workshops looked at hubs in other locations to see how they worked, and narrowed down the location

to central downtown Ketchum, focused on Sun Valley Road and East Avenue, without losing too much parking or closing East Avenue.

The final recommendation from the Mountain Rides Board of Directors provides a passenger-waiting area close to the Visitors Center and a shelter by The Elephant's Perch, has traffic-calming concepts and pedestrian amenities, and will provide space for a few buses at a time to wait for one to three minutes. The hub is close to Town Square and will be part of the public art scene. About five parking spaces will be lost.

The project requires \$75,000 match funding. The KURA initially committed \$50,000 and Mountain Rides committed the other \$25,000.

The hub structure will be reviewed and approved by Design Review. The street location will be reviewed by Ketchum Street, Fire and Police departments. The project will come back to the Ketchum Council and be reviewed by ITD before moving ahead.

#### **PUBLIC COMMENT:**

Ketchum businessowner Bob Rosso said this simpler format didn't involve a structure that would close East Avenue, or parked buses in the middle of town. The bulb outs cause problems in the intersection. The Elephant's Perch would like to convert the existing bus bench to a structure, and make it non-smoking. Widening the sidewalks on Sun Valley Road would be good, and reducing the parking on Sun Valley Road might be good since it is the main corridor. The Perch wants to work with Mountain Rides to make it a nice bus stop in the center of town.

Mayor Hall said the hub would improve Ketchum's circulation and transportation, and create more parking in downtown Ketchum by moving more people on the bus.

Council supported the project, working with businesses in the neighborhood, and drafting a Request for Qualifications on the project. Moving the main transfer area from Main Street to Sun Valley Road made sense. Councilor David thanked Mountain Rides for slowing down the process in order to listen to the public and provide a solution that the majority of people support.

#### **FY2014 CONTRACT FOR SERVICES PRESENTATIONS:**

##### **6. Mountain Rides Transportation Authority (LOT)**

Disclosure: Councilor Michael David is on the Mountain Rides Board of Directors

Mountain Rides Executive Director Jason Miller requested \$600,000 from the FY2014 Local Option tax. Mountain Rides provides fixed route bus service; as well as ADA service; vanpools from Shoshone, Gooding, Jerome, and Twin Falls; bike/ped programs including Safe Routes to School at Hemingway; and transportation planning in Blaine County, including the transit hub in Ketchum.

Most transit agencies split their funding in quarters: state, local, federal and fares. Idaho is the only state that doesn't fund public transportation directly, so Mountain Rides depends on federal and local funds. Fares cover the Valley Route and vanpools; local funds support the free Town routes. The Valley commuter route receives more federal funding; and the Hailey route receives a different kind of federal funding.

Mountain Rides strives to be very efficient, using tablets and collecting real-time and driver-input data on every bus; and as frugal as possible by eliminating unnecessary expenses like vision and life insurance. Mountain Rides partners with Sun Valley Resort to provide transport to the ski mountain and the Vanpool.

The goal for FY2014 is to retain services, which will be challenging with federal funding decreasing and costs increasing. Mountain Rides requested \$600,000, for capital and operations, driven by \$175,000 federal funding shortfall. The request includes \$25,000 for the transit hub. Once the FY2014 budget is underway, Mountain Rides wants to host a funding workshop to get all funding partners together to discuss how to move forward in funding Mountain Rides.

- If funding comes in at less than what is needed, service will have to be decreased where ridership is soft.
- Valley Route costs Mountain Rides less overall, because fares are charged and it received federal commuter funding. Staff tries to compare partner funding with the amount of time a particular route is in service in a geographic area. Riders from Bellevue go to work in Sun Valley, and reduce congestion, pollution and street wear in Ketchum, so there is value throughout the system.
- Most bike/ped programs are covered by federal grant. BikeShare is a new program starting in Hailey, and hopefully in Ketchum, with all capital costs paid and subscription fees paying for operations.

##### **7. Fly Sun Valley Alliance Report**

*Also Present: Fly Sun Valley Alliance Board members Lisa Horowitz and Jack Sibbach*

Fly Sun Valley Alliance Executive Director Carol Waller said a study done by Sustain Blaine said that air service provided Blaine County with 4,000 local jobs, and \$375 million in economic impact, almost half of the County's gross domestic product. Air service is crucial to all segments of the population, and has a high return on investment

across all business sectors. Increased air service and access is critical to hotel development. The business community is investing significant money in air service through Fly Sun Valley Alliance. FSVA is working toward a benchmark of \$250,000 from the private sector.

Friedman Memorial Airport Authority is partnering with Fly Sun Valley Alliance. Alaska Airlines ran a longer season last year, and seat and enplanement numbers increased. FSVA continues to negotiate longer seasons with both Alaska and SkyWest, and anticipates seats and enplanements will increase. The more seats and capacity, the higher the Minimum Revenue Guarantee cost. FSVA is working to increase new air service.

Almost 60% of Ketchum voters supported the 1% for Air LOT increase last year, so Ketchum considers air service important. It's key to development and tax revenue, and crucial for tourism and the revenue it brings. FSVA continues to research competitive analysis on economic impact and return on investment.

Fly Sun Valley Alliance requests \$90,000 from the City of Ketchum (5% of the LOT), which would be renegotiated if the 1% for Air Local Option Tax passes. Costs particularly the MRG, is going to increase.

Councilor Gourlay expressed concern that many locals purchased their essentials in Ketchum instead of going to Twin Falls. Their purchases were supporting the Sun Valley Marketing Alliance and Fly Sun Valley Alliance, which are more directed to bringing tourists that spend their money on Sun Valley resort activities, which doesn't directly benefit many Ketchum businesses. Ketchum cannot support outside organizations in FY2014 without going into the Fund balance; and needs to figure out how to make the LOT fair.

Jed Gray, Sun Valley Board of Realtors and founder of Realtors for Air program, said air service in and out of the community is tantamount to the future of the community. Fly Sun Valley Alliance promotes the ability for people to get here, which supports all local businesses because of the trickle-down effect, as Sustain Blaine has shown.

Doug Brown, Wood River Economic Partnership Executive Director, has met with almost 100 people in the last few months. Almost every one of them realizes that air service improvement is a very high priority for the economic future of the Wood River Valley. WREP members (representing almost 3,000 employees throughout the valley) say their first WREP priority is improving and expanding air service.

Justin Williams, *SVPM* Magazine founder, concurred.

## **8. Sun Valley Marketing Alliance (LOT)**

*Also Present: SVMA Board members Wendy Jaquet and Sun Valley appointee Chuck Rumpf*

Chuck Rumpf and Marty Albertson are now Board co-chairmen.

Sun Valley's indicators are going up, but results are not as positive as other resorts, and awareness remains low. SVMA struggles to do as much as it can and maintain existing programs with a minimum budget.

Hotel occupancy increased by three points this winter; air service loads and enplanements also increased.

In FY2014 the SVMA will continue to build awareness of the Sun Valley brand, and focus on winter, which has more rooms available and winter guests spend more money.

Board members will be working to identify dedicated sources of funding, including the 1% LOT initiative and any new initiatives that can support funding, increased involvement by the business community, and more outreach to the community.

The Sun Valley Marketing Alliance's request for FY2014 is \$450,000. Other funding sources are the Idaho Travel Council and membership dues.

### **PUBLIC COMMENT:**

Ketchum resident Jerry Seiffert said it is imperative to maintain and increase the skier days. He suggested since Baldy runs were more difficult, Sun Valley should be targeting more advanced skiers, especially from Seattle and Los Angeles.

Sun Valley Marketing Alliance Board Co-Chair Chuck Rumpf said all communities in the Wood River Valley need to invest in the Sun Valley brand and the big picture.

Sun Valley Marketing Alliance Board member Wendy Jaquet said people's travel patterns were different now.

## **9. Ketchum Community Development Corporation**

Disclosure: Councilor Michael David is on the Board of the Ketchum Community Development Corporation.

Ketchum Community Development Corporation Executive Director Jon Duval said the CDC was founded in 2006 through the Downtown Master Plan along with the Ketchum Urban Renewal Agency. The CDC uses volunteers to leverage Ketchum money to do projects, which focused on affordable housing and town design the last couple years. Walkable Ketchum is close to fruition. Rehabbing sidewalks in the downtown Core is a major goal. Town Square continues to receive dedicated donations for repairs and new enhancements. Housing has been a frustrating endeavor

for the CDC this year, but the CDC hopes to do another housing project next year; and also would like to rehab a smaller existing project.

The KCDC requests \$116,400 for FY2014.

Councilors commended the KCDC on a great job. Councilor David said housing for employees is a big issue for Ketchum businesses, and collaboration with housing agencies is the key.

CDC Board member Neil Bradshaw commended Executive Director Jon Duval's contribution, and noted it had been a tough year, but good groundwork and a good learning experience.

#### **10. Blaine County Housing Authority**

This has been postponed.

#### **11. Wagon Days Committee**

*Also Present: Sun Valley Events directors Heather Lamonica Deckard and Ellen Gillespie  
Wagon Days Committee member David Barovetto*

Sun Valley Events directors related the Wagon Days history, and distributed a list of Wagon Days scheduled events, including a number of new events. The Wagon Days Committee is comprised of seven community volunteers, and Ketchum and Sun Valley city staff members.

Wagon Days requested \$109,500 for FY2014, which covers cost of putting on the event and repairs to the Lewis ore wagons. Ketchum businesses strongly support Wagon Days, with contributions of all amounts. Sponsorships are back up to pre-recession levels. Wagon Days' largest expense is professional services, which includes audiovisual for the parade, and bringing the mule team to Ketchum for the parade.

Councilor Jim Slanetz said it is key to get people in town early and keep them in town after the parade.

#### **12. Report on LOT contractor tax reporting issues**

*Also Present: Local semi-retired drywall contractor Bill Glenn  
Ketchum LOT Tax Administrative Clerk Kathleen Schwartzenberger*

City Attorney Stephanie Bonney responded to Glenn's prior comments on

When building materials are bought or delivered within the City of Ketchum, a contractor is required to pay the LOT on them. If sales tax is required on a purchase, and the vendor does not collect it, or the vendor is not allowed to collect it, the buyer is required to report it and pay it as a "use" tax. This would include something purchased on Craigslist or Amazon. The LOT is collected like a sales tax.

The State Tax Commission agrees that, if the tax is not collected by the vendor, rather than collect it from the contractor, the Tax Commission will go through an enforcement process with the vendor. If, in the past, the City collected the tax from the contractor, it was a valid tax and was required to be paid, although the City should have gone to the vendor. The State Tax Commission will educate contractors and more accurately enforce the LOT with the vendor.

#### **PUBLIC COMMENT:**

- Semi-retired drywall contractor Bill Glenn said that real estate in Idaho is not subject to sales tax when it's sold, so contractors pay sales tax when materials are purchased to put into real estate. Glenn said subcontractors had been misled by a City of Ketchum letter to believe they had to pay LOT on materials delivered to their shop in Hailey and brought into Ketchum. The materials were not purchased or delivered to Ketchum. Glenn added that a subcontractor who didn't have a business within the City of Ketchum with a public or customer location didn't require a business license. Most subcontractors don't have a business location in Ketchum. Glenn said a sales tax and use tax were complimentary, but not the same tax. He asked that the letter be rescinded so he wouldn't be eliminated as a subcontractor because he did not have a business license.

City Attorney Stephanie Bonney said she was unaware of any circumstance where a tax paid to Ketchum was not actually owed; the question was who should have paid it. CED Director Lisa Horowitz said she would review the situation with Glenn. She said the problem stemmed from very large projects that were getting multiple deliveries from all over the country and the world and weren't paying LOT.

Ketchum LOT Tax Administrative Clerk Kathleen Schwartzenberger said a business with a premise in Ketchum required a business license permit.

The overall problem is non-compliance by subcontractors, who have no knowledge that LOT must be paid on materials delivered to locations in Ketchum.

Council directed staff to further review City ordinances and send a correction letter to everyone who received the prior letter.

### **13. Request for Council recommendations on FY13-14 Budget objectives**

Ketchum City Administrator Gary Marks said Council had held two previous public hearings. He is now preparing to present preliminary budget information to department heads, so they can make their budget presentations to the Mayor.

Marks discussed issues:

- LOT revenue and business licenses that fund outside agencies. Marks cautioned Council about making financial commitments based on LOT growth projections.
- Fly Sun Valley Alliance requests \$90,000, up from \$50,000 appropriated in FY2013.
- Mountain Rides requests \$600,000, up from \$522,610 appropriated in FY2013.
- Wagon Days request is \$109,500, with \$95,000 coming out of LOT. The annual budget amount includes funds to repair the wagons.

The increases requested in FY2014 added about \$160,000 to the FY2013 requests. The fund balance can be used, but should be considered a one-time expenditure.

Councilor Gourlay said City departments are allowed a 3% increase, and suggested outside agencies that request an increase be given a maximum 3% increase to standardize increases. Mayor Hall said the LOT tax had grown by 8% last year. Mayor Hall suggested they wait to see what other funding partners were contributing to Mountain Rides, and what transit services would be cut before making a final decision on FY2014 funding. Councilor Jonas didn't support the 3% because City departments covered essential or safety services, or were necessary to maintain City assets; whereas outside agencies were goals and policies.

Marks will begin to formulate the Mayor's budget, which Councilors can negotiate later in the summer.

- Water and Wastewater funds – Council will probably go for the statutorily-allowed 4.9% increase because it is built into capital improvement plans for utilities. Council asked staff to research water hookup fees vs. charging a base rate, and the number of empty lots in Ketchum.
- Police Trust Fund – There is \$108,000 in the fund. Ketchum no longer receives funds from the federal government to replenish the Police Trust Fund. The Blaine County Drug Coalition requests \$5,000. Ketchum Police Chief Steve Harkins provides services at no expense that benefit the Drug Coalition. Mayor Hall suggested funding the Drug Coalition until the Trust Fund reaches \$100,000.

Disclosure: Councilor David is Executive Director of the Blaine County Drug Coalition.

Likely expenditures out of the General Fund include final design of the Recreation and Public Purposes (\$82,000 this year is half the total expense) and the Environmental Assessment (\$45,000); and the Blaine County Housing Authority \$70,000. Current expenditures out of the General Fund are the Hemingway Park splash pad and the Walkable Ketchum project. Marks discussed potential revenue and potential cost scenarios in the next couple years and how the Fund Balance would result. Marks asked Council to also consider whether the City wanted to maintain a 17% Fund Balance, and cost-of-living adjustment.

Councilor Gourlay again expressed concern about the White Water Park. The park benefitted the entire county, and other jurisdictions should contribute. Councilors agreed.

Councilor Gourlay supported the 2% cost of living adjustment, even if the Fund Balance goes below 17%, especially if union firefighters received increased salary and benefits.

Mayor Hall asked Councilors to send him their recommendations and suggestions.

### **14. Communications from the Press.**

There were no communications or questions from the Press.

### **15. Ordinance 1107: Amending the FY12-13 Annual Appropriation Ordinance by appropriating additional monies and specifying authorized activities**

Council passed a resolution calling for the public hearing. Ordinance 1107 amends the FY2013 budget by appropriating \$67,000 in donated money from public parties to defray the cost of the White Water Park Environmental Assessment, allocates \$68,600 in Local Option Tax funds for the IT set-up fee for the Idaho Tax Commission, and \$468,539 for the Fifth Street underground project, for a total of \$604,139.

PUBLIC COMMENT: None.

**Councilor Nina Jonas moved to amend Ordinance 1107 to remove the \$68,600 in Local Option Tax Fund. Motion seconded by Councilor Jim Slanetz. Councilors Jonas and Slanetz for; Councilors Gourlay and David against. Mayor Randy Hall voted against the motion and broke the tie.**

Council President Baird Gourlay moved to waive the three readings of Ordinance 1107, and read by title only, pursuant to Idaho Code §50-902. Motion seconded by Councilor Michael David. Councilors Gourlay and David supported the motion; Councilors Slanetz and Jonas against. Mayor broke the tie and the motion passed.

Council President Baird Gourlay moved to adopt Ordinance 1107 an ordinance of the City of Ketchum, Idaho amending Ordinance 1099, the Annual Appropriation Ordinance beginning October 1, 2012 and ending September 30, 2013, and appropriating additional moneys to be received by the City of Ketchum, Idaho in the sum of \$604,139, and providing an effective date. Motion seconded by Councilor Michael David. Councilor Gourlay yes, Councilor David yes, Councilor Slanetz nay, Councilor Jonas nay. Mayor Hall broke the tie and the motion passed.

**16. Consent Calendar**

- a. Approval of minutes from the May 8, 2013 and May 20, 2013 Council meetings
- b. Recommendation to approve current bills and payroll summary
- c. Approval of the 2013-14 Liquor, Beer and Wine Licenses

Council President Baird Gourlay moved to approve the Consent Agenda for June 3, 2013. Motion seconded by Councilor Nina Jonas, and passed unanimously.

**17. Executive Session**

Council President Baird Gourlay moved to go into Executive Session to discuss personnel, pursuant to Idaho Code §§67-2345 1(a) at 9:58p.m., seconded by Councilor Jim Slanetz. Roll call: Council President Baird Gourlay yes, Councilman Jim Slanetz yes, Councilwoman Nina Jonas yes, and Councilman Michael David yes. Motion passed unanimously.

**ADJOURNMENT**

Council President Gourlay moved to adjourn at 10.15 p.m., Councilor Slanetz seconded the motion, and it passed unanimously.

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Randy Hall  
Mayor

ATTEST:

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Sandra E. Cady, CMC  
City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2171-2000 P/R TAXES PBL--STATE W/H</b>			
STATE TAX COMMISSION	PR0614131	State Withholding Tax Pay Period: 6/14/2013	5,899.00
<b>01-2171-4000 P/R TAXES PBL -- WORKERS COMP</b>			
STATE INSURANCE FUND	7268549	Workmen's Comp	14,795.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
III-A	053113	May Health Insurance	3,608.44
III-A	PR0614131	Health Ins - Family Pay Period: 6/14/2013	315.66
III-A	PR0614131	Health Ins - Employee + Spouse Pay Period: 6/14/2013	350.68
III-A	PR0614131	Health Ins - Family Pay Period: 6/14/2013	420.88
III-A	PR0614131	Health Ins - Employee + 1 Chld Pay Period: 6/14/2013	53.40
III-A	PR0614131	Health Ins - Employee + 2 Chld Pay Period: 6/14/2013	165.92
III-A	PR0614131	Health Ins - Family Pay Period: 6/14/2013	105.22
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	PR0614131	AFLAC After-Tax Pay Period: 6/14/2013	155.73
AFLAC	PR0614131	AFLAC Pre-Tax Pay Period: 6/14/2013	717.79
<b>01-2172-2000 P/R DEDUC PBL--LIFE &amp; L.T.DISB</b>			
NCPERS IDAHO	C376613	Group Life Insurance Unit C376	64.00
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	053113	Dental Insurance - 1 Child Pay Period: 5/17/2013	93.68
DELTA DENTAL PLAN OF IDAH	PR0614131	Dental Insurance - 1 Child Pay Period: 6/14/2013	69.28
DELTA DENTAL PLAN OF IDAH	PR0614131	Dental Insurance - Spouse Pay Period: 6/14/2013	222.84
DELTA DENTAL PLAN OF IDAH	PR0614131	Dental Insurance - Family Pay Period: 6/14/2013	739.52
DELTA DENTAL PLAN OF IDAH	PR0614131	Dental Insurance - 2+ Child Pay Period: 6/14/2013	183.42
<b>01-2173-3000 P/R DEDUC PBL--PEBS CO</b>			
NATIONWIDE RETIREMENT SOL	PR0614131	Nationwide - 0026904-001 Pay Period: 6/14/2013	682.44
<b>01-2174-0000 P/R DEDUC PBL--GARNISHMENTS</b>			
CHILD SUPPORT SERVICES	PR0614131	Child Support Pay Period: 6/14/2013	269.68
IDAHO STATE TAX COMMISSIO	PR0614131	Garnishments Pay Period: 6/14/2013	129.17
<b>01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.</b>			
PIONEER FEDERAL CREDIT UNI	PR0614131	Pioneer Federal Credit Union Pay Period: 6/14/2013	2,350.00
<b>01-2175-1000 UNION DUES</b>			
KETCHUM FIREFIGHTERS LOCA	PR0614131	Union Dues Union Dues Pay Period: 6/14/2013	715.00
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
NBS-NATIONAL BENEFIT SERVI	PR0614131	125 Medical Savings Pay Period: 6/14/2013	1,618.88
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	PR0614131	125 Dependant Care Pay Period: 6/14/2013	1,080.77
Total :			34,806.40
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	71.29
<b>01-4110-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9435	Computer Maintenance	50.00
<b>01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG</b>			
US BANK	05/27/13	Randy Meeting Expenses	787.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4110-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	82.84
Total LEGISLATIVE & EXECUTIVE:			991.82
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	381.18
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Vision Claims	105.58
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ASSOCIATED BUSINESS FORMS	111687	Business Cards	93.08
BUSINESS AS USUAL	113528	Office Supplies	19.82
OFFICE MAX INCORPORATED	866602	Office Supplies	49.18
PITNEY BOWES - RESERVE ACC	817409	Postage Meter Supplies	40.79
UNIFIED OFFICE SERVICES	163690	Office Supplies	5.81
US BANK	05/27/13	Coffee	9.60
<b>01-4150-3310 STATE SALES TAX-GEN.GOV. &amp; PAR</b>			
STATE TAX COMMISSION	053113	Sales Tax 05/01/13	4.70
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	41.68
CASELLE, INC.	49890	CONTRACT SUPPORT	298.56
GRANT, SUZANNE	060413	CC Minutes 06/03/13	405.00
KETCHUM COMPUTERS, INC.	9025	Computer Maintenance	350.00
KETCHUM COMPUTERS, INC.	9435	Computer Maintenance	25.00
US BANK	05/27/13	Google Adwords	9.26
US BANK	05/27/13	Newsletter Meeting Expenses	12.31
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-05/13	Acct. 2196	1,900.46
<b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>			
ENOURATO, LISA	061813	III-A Meeting	59.20
ENOURATO, LISA	061813	AIC Travel Expenses	59.20
US BANK	05/27/13	Gary Marks - Meeting & Travel Expenses	608.46
US BANK	05/27/13	III-A Travel Expenses - Lisa E.	227.53
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1261207395	ACCT. 74754376	77.43
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	899.86
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262M	386.35
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	200.00
SENTINEL FIRE & SECURITY, IN	169380	Quarterly Monitoring Fee	87.00
UNITED STATES POSTAL SERVI	053113	Postage Box Fee for 2315	96.00
<b>01-4150-5110 COMPUTER NETWORK</b>			
KETCHUM COMPUTERS, INC.	9435	Computer Maintenance	1,660.00
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	728107	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	728625	ACCT. 960	183.49
IDAHO POWER	5582759799-05	ACCT. 5582759799	96.31

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	769316182-05/	ACCT. 769316182	1,230.01
INTERMOUNTAIN GAS	102495000014-	acct. 10249500-001-4	89.58
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
PH CONSTRUCTION	1037	Changes in Council Chambers	506.46
SYSCO	305310266	Coffee	111.25
WAXIE SANITARY SUPPLY	73963649	Supplies	277.49
WAXIE SANITARY SUPPLY	73976633	Supplies	81.36
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
US BANK	05/27/13	Office Chair	848.62
Total ADMINISTRATIVE SERVICES:			11,597.61
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
MOORE SMITH BUXTON & TUR	44503	1536-03 - General	13,286.73
MOORE SMITH BUXTON & TUR	44506	1536-39 RPP Application - Hulen Meadows	43.40
MOORE SMITH BUXTON & TUR	44507	1536-42 Local 4758 v. Ketchum	2,866.50
MOORE SMITH BUXTON & TUR	44508	1536-46 Big Wood Golf Course - Water Rights	6.30
Total LEGAL:			16,202.93
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	157.46
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Vision Claims	93.46
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL	113528	Office Supplies	39.66
IDAHO STATE HISTORICAL SOC	10325	File Shipping	8.00
<b>01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL</b>			
US BANK	05/27/13	Coffee	19.18
<b>01-4170-3600 COMPUTER SOFTWARE</b>			
US BANK	05/27/13	Grantwatch	199.00
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
BENCHMARK ASSOCIATES	513-08	Engineering Review	28.75
BROCKWAY ENGINEERING, PLL	89497	South Gateway Water Supply	2,592.00
GRANT, SUZANNE	051313	P&Z Minutes 05/13/13	172.50
KETCHUM COMPUTERS, INC.	9457	Computer Maintenance	125.00
<b>01-4170-4264 PROF SVC-BALD MOUNTAIN LODGE</b>			
MOORE SMITH BUXTON & TUR	44503	1536-03 - General	81.90
<b>01-4170-4266 PROFESSIONAL SERVICES-ECON DEV</b>			
EXPRESS PUBLISHING, INC.	2196-05/13	Account 2196	186.84
MAGELLAN ADVISORS, LLC	MA06031305	Broadband Professional Services	9,520.00
<b>01-4170-4267 PROFESSIONAL SVC-COMP PLAN</b>			
EXPRESS PUBLISHING, INC.	2196-05/13	Account 2196	124.56
US BANK	05/27/13	Comp Plan Meeting Expenses	4.28

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
EXPRESS PUBLISHING, INC.	2196-05/13	Account 2196	491.16
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	319.00
<b>01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL</b>			
HOROWITZ, LISA	052913	Travel Expenses	176.20
US BANK	05/27/13	Lisa Meeting Expenses	216.07
<b>01-4170-4970 TRAINING/TRAVEL/MTG-P&amp;Z COMM</b>			
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	20.68
GRANT, SUZANNE	06/02/13	P&Z Minutes 05/28/13	127.50
<b>01-4170-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
HOROWITZ, LISA	060113	Cel Phone Reimburesment - April, May & June 2013	107.26
<b>01-4170-6910 OTHER PURCHASED SERVICES</b>			
UNITED OIL	734173	ACCT. 37266	78.46
Total COMMUNITY PLANNING/DEVELOPMENT:			14,888.92
<b>CONTINGENCY</b>			
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	51.43
EXPRESS PUBLISHING, INC.	2196-05/13	Account 2196	280.26
US BANK	05/27/13	Meeting Supplies	55.06
US BANK	05/27/13	R&PP Meeting Expenses	154.20
WEBB LANDSCAPING	052913	Farnlun Park	2,838.25
KETCHUM ART'S COMMISSION	KAC060713	Public Art Projects	12,500.00
Total CONTINGENCY:			15,879.20
<b>BUILDING</b>			
<b>01-4240-3200 OPERATING SUPPLIES</b>			
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	42.50
BUSINESS AS USUAL	113528	Office Supplies	14.86
UNIFIED OFFICE SERVICES	163690	Office Supplies	29.79
US BANK	05/27/13	Coffee	9.60
<b>01-4240-4200 PROFESSIONAL SERVICES</b>			
YASENAK, BARBARA	832	Office Hours	1,084.50
<b>01-4240-4210 PROFESSIONAL SERVICES-IDBS</b>			
DIVISION OF BUILDING SAFETY	060313	May Building Permit Fees	10,472.00
DIVISION OF BUILDING SAFETY	060313	May Plan Check Fees	6,114.00
Total BUILDING:			17,767.25
Total GENERAL FUND:			112,134.13
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>02-4530-3200 OPERATING SUPPLIES</b>			
PERRY'S	20013	Wagon Days Meeting	90.50
<b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>			
WEEKLY PAPER	3492	Wagon Days Ad	400.00
Total WAGON DAYS EXPENDITURES:			490.50
Total WAGON DAYS FUND:			490.50
<b>STREET MAINTENANCE FUND</b>			
<b>STREET</b>			
<b>04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	2,461.91
<b>04-4310-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	113301	Office Supplies	118.05
D AND B SUPPLY	11044-05/22/13	ACCT. 11044	47.98
TREASURE VALLEY COFFEE IN	2160:03226247	COFFEE	85.85
<b>04-4310-3400 MINOR EQUIPMENT</b>			
D AND B SUPPLY	11044-05/22/13	ACCT. 11044	89.99
<b>04-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	734176	ACCT. 37269	1,684.83
<b>04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	05/27/13	Travel & Training Expenses	378.54
<b>04-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1261207395	ACCT. 74754376	8.89
COX COMMUNICATIONS	1240120518270	ACCT. 001 2401 205182701	1.40
<b>04-4310-5200 UTILITIES</b>			
INTERMOUNTAIN GAS	102495000014-	Acct. 10249500-001-4	80.18
INTERMOUNTAIN GAS	102495000014-	Acct. 10249500-001-4	36.93
INTERMOUNTAIN GAS	119369000011-	acct. 11936900-001-1	14.67
<b>04-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
NAPA AUTO PARTS	735515	Supplies	191.27-
NAPA AUTO PARTS	736249	Supplies	16.36
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
AMERIPRIDE LINEN	2410027057	ACCT. 2410027057	85.86
CESCO	P38992	Parts	291.71
NAPA AUTO PARTS	735472	Battery Cable	8.00
NAPA AUTO PARTS	735486	Battery Cable	6.00
NAPA AUTO PARTS	736259	Supplies	10.56
RIVER RUN AUTO PARTS	6538-59657	Parts & Supplies	7.32
WHOLESALE SUPPLY	1671	Supplies	653.75
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400231993	ACCT. 241076800	30.99
AMERIPRIDE LINEN	2400233764	ACCT. 241076800	64.18
KETCHUM COMPUTERS, INC.	9437	Computer Maintenance	120.00
NORCO	11535844	ACCT. 53271	210.18

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>04-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
COATINGS PLUS	4460	Paint	500.00
COLOR HAUS, INC.	136782	Paint	57.00
ECONO SIGNS LLC	10-908661	Signage	224.80
<b>04-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	1482547825-05	ACCT. 1482547825	6.81
IDAHO POWER	322623384-05/	ACCT. 322623384	5.40
IDAHO POWER	4083074003-05	ACCT. 4083074003	20.10
IDAHO POWER	528357116-05/	ACCT. 528357116	8.45
IDAHO POWER	5318579658-05	ACCT. 5318579658	7.13
IDAHO POWER	6304817401-05	ACCT. 6304817401	69.76
IDAHO POWER	731352437-05/	ACCT. 731352437	26.75
IDAHO POWER	8344414305-05	ACCT. 8344414305	10.41
IDAHO POWER	9337189101-05	ACCT. 9337189101	71.04
<b>04-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
ANDERSON ASPHALT PAVING	4416	Asphalt	396.00
BIG WOOD LANDSCAPE, INC.	29404	Sod & Irrigation Repair	94.80
BIG WOOD LANDSCAPE, INC.	29646	Snow Dump Cleanup	669.90
IDAHO TRAFFIC SAFETY INC	15826	Striping	25,000.00
LUTZ RENTALS	25871	Rental Equipment	47.52
LUTZ RENTALS	26032-1	Supplies	220.86
LUTZ RENTALS	26059-1	Rental Equipment	58.92
METROQUIP, INC.	19378	Rental Equipment	2,218.00
WALKER SAND AND GRAVEL	13128	Road Materials	1,261.18
Total STREET:			37,297.69
Total STREET MAINTENANCE FUND:			37,297.69
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	70.30
<b>10-4230-2530 EMPLOYEE MEDICAL SERVICES</b>			
ST. LUKES	1571-05/13	Acct. 1571	83.50
<b>10-4230-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11042784	Cleaning Services	13.33
ALSCO - AMERICAN LINEN DIVI	LBO11047241	Cleaning Services	13.33
ATKINSONS' MARKET	1841-05/13	ACCT. 1841	50.47
BLUMENTHAL UNIFORMS AND	2894	Supplies	52.49
BLUMENTHAL UNIFORMS AND	961079-03	Supplies	155.91-
BUSINESS AS USUAL	113528	Office Supplies	7.43
CHATEAU DRUG CENTER	1008977	Supplies	12.81
COPY & PRINT, L.L.C.	51751	Posters	17.70
DAVIS EMBROIDERY	19419	Credit	14.00-
DAVIS EMBROIDERY	20957	Embroider Services	15.00
L.N. CURTIS & SONS	3134745-00	Supplies	33.00
L.N. CURTIS & SONS	3134810-00	Supplies	88.10
L.N. CURTIS & SONS	3135318-01	Supplies	313.20
MOUNTAIN WEST BANK	3100163-05/13	Safe Deposit Box Fee	12.50
PIPECO, INC.	121061	Supplies	51.04
RIVER RUN AUTO PARTS	6538-59139	Parts & Supplies	8.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	163364	Office Supplies	.94
UNIFIED OFFICE SERVICES	163691	Office Supplies	2.53
US BANK	05/27/13	Elephant's Perch	55.62
US BANK	05/27/13	Coffee	4.80
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	734174	ACCT. 37267	205.85
<b>10-4230-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9332	Computer Maintenance	62.50
YASENAK, BARBARA	832	Office Hours	542.25
<b>10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
TASK FORCE 1, INC.	05/17/13	Company Officer Class	3,610.00
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	4732398	ACCT. 1.10022032	13.19
UNITED COMMUNICATIONS CO	792098	Supplies	333.04
UNITED COMMUNICATIONS CO	792190	Supplies	20.99
VERIZON WIRELESS, BELLEVUE	9701540897	ACCT. 765494480-00001	75.75
VERIZON WIRELESS, BELLEVUE	9704864822	ACCT. 765494480-00001	74.24
<b>10-4230-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
BROOKS WELDING	9166	Flat Bar	10.00
<b>10-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
KUSSMAUL ELECTRONICS CO., I	81214	Repairs	368.89
RIVER RUN AUTO PARTS	6538-59053	Parts & Supplies	23.97
WHITE CLOUD COMMUNICATIO	72744	Parts & Supplies	4.50
<b>10-4230-6910 OTHER PURCHASED SERVICES</b>			
MTE COMMUNICATIONS	56983-06/13	DSL Line	22.84
<b>10-4230-7600 OTHER MACHINERY &amp; EQUIPMENT</b>			
GEM STATE COMMUNICATIO	116357	Radio Equipment	349.29
Total FIRE & RESCUE:			6,454.20
Total FIRE & RESCUE FUND:			6,454.20
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	105.46
<b>14-4260-2530 EMPLOYEE MEDICAL SERVICES</b>			
ST. LUKES	1571-05/13	Acct. 1571	83.50
<b>14-4260-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11042784	Cleaning Services	13.32
ALSCO - AMERICAN LINEN DIVI	LBO11047241	Cleaning Services	13.32
ATKINSONS' MARKET	1841-05/13	ACCT. 1841	50.47
BLUMENTHAL UNIFORMS AND	2894	Supplies	52.50
BLUMENTHAL UNIFORMS AND	961079-03	Supplies	155.92-
BUSINESS AS USUAL	113528	Office Supplies	7.43
CHATEAU DRUG CENTER	1008977	Supplies	12.81
COPY & PRINT, L.L.C.	51751	Posters	17.70

Vendor Name	Invoice Number	Description	Net Invoice Amount
DAVIS EMBROIDERY	19419	Credit	14.00-
EMERGENCY MEDICAL PRODU	1557001	Supplies	300.03
L.N. CURTIS & SONS	3134745-00	Supplies	33.00
MOORE MEDICAL CORPORATIO	81959340	Supplies	304.80
MOORE MEDICAL CORPORATIO	820619931	Supplies	221.43
MOORE MEDICAL CORPORATIO	82087346	Supplies	342.33
MOORE MEDICAL CORPORATIO	82133444	Supplies	326.75
MOORE MEDICAL CORPORATIO	82135908	Supplies	117.83
MOORE MEDICAL CORPORATIO	82136296	Supplies	67.71
MOUNTAIN WEST BANK	3100163-05/13	Safe Deposit Box Fee	12.50
NORCO	11505783	ACCT. 54794	76.26
NORCO	11535756	ACCT. 52355	29.76
NORCO	11536639	ACCT. 54794	204.60
PIPECO, INC.	121061	Supplies	51.05
PRAXAIR/WHITMORE	45370059	Oxygen	41.08
PRAXAIR/WHITMORE	45627516	Oxygen	37.10
PRAXAIR/WHITMORE	46158451	Supplies	40.50
RIVER RUN AUTO PARTS	6538-59139	Parts & Supplies	8.72
UNIFIED OFFICE SERVICES	163364	Office Supplies	.95
UNIFIED OFFICE SERVICES	163691	Office Supplies	2.53
US BANK	05/27/13	HQ Company	55.95
US BANK	05/27/13	Coffee	4.80
<b>14-4260-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
CHEVRON AND TEXACO CARD	KU091-05/13	Acct. KU091	72.42
UNITED OIL	734174	ACCT. 37267	187.70
<b>14-4260-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	9332	Computer Maintenance	62.50
YASENAK, BARBARA	832	Office Hours	542.25
<b>14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
JIMMY TERRA	052213	Reimbursement for Background Check & App Fee	130.00
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
GLOBALSTAR USA	4732398	ACCT. 1.10022032	13.19
UNITED COMMUNICATIONS CO	792098	Supplies	333.03
UNITED COMMUNICATIONS CO	792190	Supplies	20.98
VERIZON WIRELESS, BELLEVUE	9701540897	ACCT. 765494480-00001	75.74
VERIZON WIRELESS, BELLEVUE	9704864822	ACCT. 765494480-00001	74.24
<b>14-4260-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
BROOKS WELDING	9166	Flat Bar	10.00
<b>14-4260-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
RIVER RUN AUTO PARTS	6538-59053	Parts & Supplies	23.97
WHITE CLOUD COMMUNICATIO	72744	Parts & Supplies	4.50
<b>14-4260-6910 OTHER PURCHASED SERVICES</b>			
MTE COMMUNICATIONS	56983-06/13	DSL Line	22.83
<b>14-4260-7600 OTHER MACHINERY &amp; EQUIPMENT</b>			
GEM STATE COMMUNICATIOS	116357	Radio Equipment	349.30
Total AMBULANCE SERVICE:			4,388.92
Total AMBULANCE SERVICE FUND:			4,388.92

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>PARKS AND RECREATION FUND</b>			
<b>PARKS AND RECREATION</b>			
<b>18-4510-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
OFFICE VALUE	6168523-0	Office Supplies	85.09
<b>18-4510-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	113436	Office Supplies	19.50
CHATEAU DRUG CENTER	1012750	Supplies	122.69
CHATEAU DRUG CENTER	1012819	Supplies	79.76
CHATEAU DRUG CENTER	1015838	Supplies	44.57
CHATEAU DRUG CENTER	1015879	Supplies	32.28
US BANK	05/27/13	Tablet Case	14.95
<b>18-4510-3250 RECREATION SUPPLIES</b>			
US BANK	05/27/13	Recreation Supplies	147.92
US BANK	05/27/13	Recreation Program Supplies	3,046.96
WEBB LANDSCAPING	10907	Rec Supplies	9.41
<b>18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	1861-05/13	ACCT. 1861	64.62
SYSCO	305230327	Concession & Supplies	1,362.94
<b>18-4510-3310 STATE SALES TAX-PARK</b>			
STATE TAX COMMISSION	053113	Sales Tax 05/01/13	1,600.48
<b>18-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	734175	ACCT. 37268	745.81
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
CLEAR CREEK DISPOSAL	728929	ACCT. 56339	103.00
CLEAR CREEK DISPOSAL	728930	ACCT. 56339	28.74
CLEAR CREEK DISPOSAL	728931	ACCT. 56339	28.74
EXPRESS PUBLISHING, INC.	2196-05/13	Account 2196	155.70
KETCHUM COMPUTERS, INC.	9436	Computer Maintenance	330.00
KOCH'S TENNIS COURT SERVIC	060413	Repairs & Maintenace on Tennis Courts	2,500.00
YORK'S AUTO SERVICE, DICK	58488	Towing	300.00
<b>18-4510-4220 PROF.SERV-CITY BEAUTIFICATION</b>			
LILY & FERN	6229	June Flower & Plant Maintenance	3,362.06
<b>18-4510-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1261207395	ACCT. 74754376	9.05
SENTINEL FIRE & SECURITY, IN	169032	Quarterly Monitoring Fee	87.00
<b>18-4510-5200 UTILITIES</b>			
IDAHO POWER	1390712010-05	ACCT. 1390712010	70.52
IDAHO POWER	3732923535-05	ACCT. 3732923535	13.31
IDAHO POWER	8683267905-05	ACCT. 8683267905	267.81
INTERMOUNTAIN GAS	102495000014-	Acct. 10249500-001-4	31.72
INTERMOUNTAIN GAS	115345000018-	Acct. 11534500-001-8	48.79
INTERMOUNTAIN GAS	807350253157-	Acct. 80735025-315-7	2.06
<b>18-4510-6510 COMMUNITY SPECIAL EVENTS</b>			
JULIAN TYO	052913	Pump Park Sate Championships	1,000.00
<b>18-4510-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	14-313798	Supplies	25.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
A.C. HOUSTON LUMBER CO.	14-315901	Supplies	34.11
A.C. HOUSTON LUMBER CO.	14-316695	Supplies	7.25
BROOKS WELDING	9141	Bike Rack Repair	30.00
CHATEAU DRUG CENTER	1014495	Supplies	10.40
CHATEAU DRUG CENTER	1015925	Supplies	11.37
IDAHO LUMBER & HARDWARE	535833	Supplies	60.97
IDAHO LUMBER & HARDWARE	536456	Supplies	149.90
INTEGRATED TECHNOLOGIES	C1M124	Copier Maintenance	52.56
MOSS GARDEN CENTER	100885	Bark	23.96
PIPECO, INC.	121406	Supplies	21.91
PIPECO, INC.	121414	Supplies	10.37
PIPECO, INC.	121641	Supplies	55.27
PIPECO, INC.	122313	Supplies	29.12
RIVER RUN AUTO PARTS	6538-59451	Parts & Supplies	11.99
SAWTOOTH WOOD PRODUCTS, I	78914	Supplies	62.14
US BANK	05/27/13	Maintenance & Supplies	51.00
US BANK	05/27/13	Supplies for Drinking Fountains	85.04
<b>18-4510-9930 PARK &amp; REC FUND OP.CONTINGENCY</b>			
US BANK	05/27/13	Park Meeting Expenses	49.93
Total PARKS AND RECREATION:			16,497.97
Total PARKS AND RECREATION FUND:			16,497.97
<b>PARKS CAPITAL IMPROVEMENT FND</b>			
<b>19-3400-7210 PARKS IMPACT FEES</b>			
WEBB LANDSCAPING	052913	Farnlun Park	7,000.00
Total :			7,000.00
<b>PARKS CIP EXPENDITURES</b>			
<b>19-4510-6900 MISCELLANEOUS EXPENSE</b>			
S2O DESIGN AND ENGINEERING	110119	Environmental Assessment	4,850.40
S2O DESIGN AND ENGINEERING	110120	Change Order #7	968.00
SAWTOOTH WOOD PRODUCTS, I	79011	Supplies for Farnlun Park	631.75
WEBB LANDSCAPING	052913	Farnlun Park	8,661.45
Total PARKS CIP EXPENDITURES:			15,111.60
Total PARKS CAPITAL IMPROVEMENT FND:			22,111.60
<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	HRA41431	May HRA Claims	36.31
Total LOCAL OPTION SALES TAX :			36.31
Total LOCAL OPTION SALES TAX FUND:			36.31
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	976.47
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
F-STOP	113122	Battery	30.00
<b>63-4340-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400233056	ACCT. 241076900	70.20
CHATEAU DRUG CENTER	1014923	Supplies	18.96
CHATEAU DRUG CENTER	1015169	Supplies	1.51
D AND B SUPPLY	04/13/13	ACCT 11041	159.97
GO-FER-IT	29091	Shipping Services	26.00
INTEGRATED TECHNOLOGIES	C1P124	Copier Maintenance	17.57
RIVER RUN AUTO PARTS	6538-59197	Parts & Supplies	5.99
RIVER RUN AUTO PARTS	6538-59282	Parts & Supplies	4.07
SHERWIN-WILLIAMS CO.	7857-8	Paint	4.49
TREASURE VALLEY COFFEE IN	2160:03203255	Supplies	26.25
UNIFIED OFFICE SERVICES	163845	Office Supplies	14.52
<b>63-4340-3250 LABORATORY/ANALYSIS</b>			
MAGIC VALLEY LABS, INC.	43339	Testing	80.00
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	734178	ACCT. 37271	671.79
<b>63-4340-3800 CHEMICALS</b>			
GEM STATE WELDERS SUPPLY,I	E234585	Chemicals	519.00
GEM STATE WELDERS SUPPLY,I	E234823	Chemicals	243.00
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	49890	CONTRACT SUPPORT	298.56
DIG LINE	46245	Locates	155.62
<b>63-4340-4800 DUES, SUBSCRIPTIONS, &amp; MEMBERS</b>			
ASSOCIATION OF IDAHO PUBLI	2013-092	Membership Dues	10.00
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ASSOCIATION OF IDAHO CITIES	5272222	2013 Annual Conference - Robyn Mattison	140.00
IDAHO RURAL WATER ASSOCIA	2412	Trainings	75.00
ROBYN MATTISON	050213	Travel Expenses	901.18
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1261207395	ACCT. 74754376	4.29
KETCHUM COMPUTERS, INC.	9438	Computer Maintenance	214.63
VERIZON WIRELESS, BELLEVUE	9704859656	ACCT. 365516521-00001	289.14
WHITE CLOUD COMMUNICATIO	72943	Radio	60.00
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	3230225839-05	ACCT. 3230225839	84.98
IDAHO POWER	3783680562-05	ACCT. 3783680562	6,419.14
INTERMOUNTAIN GAS	102495000014-	Acct. 10249500-001-4	95.80
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
NAPA AUTO PARTS	736740	Supplies	60.03
USA BLUEBOOK	968190	Supplies	202.88

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	14-314216	Supplies	13.57
PIPECO, INC.	119022118914	Credit	5.99-
PIPECO, INC.	121436	Supplies	4.73
PIPECO, INC.	122258	Coupler	18.01
PLATT	5020840	Supplies	24.50
PLATT	5030664	Supplies	3.66
RIVER RUN AUTO PARTS	6538-57654	Parts & Supplies	16.98
RIVER RUN AUTO PARTS	6538-59541	Parts & Supplies	7.64
THORNTON HEATING	20557	Heater Repair	224.20
UNIFIED OFFICE SERVICES	163297	Office Supplies and Furniture	1,102.05
PEACHTREE BUSINESS PRODUC	P29681610101	Signage	38.00
Total WATER EXPENDITURES:			13,328.39
Total WATER FUND:			13,328.39
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7600 MACHINERY AND EQUIPMENT</b>			
DELL MARKETING L.P.	KUTILLAPTO	Computer	338.33
DELL MARKETING L.P.	KUTILLAPTO	Computer	40.00
DELL MARKETING L.P.	KUTILLAPTO	Computer	2.00
<b>64-4340-7650 WATER METERS</b>			
FERGUSON ENTERPRISES, INC.	576112	Supplies	44.30
FERGUSON ENTERPRISES, INC.	CM046306	Credit	273.42-
<b>64-4340-7800 CONSTRUCTION</b>			
LUNCFORD EXCAVATION, INC.	4873	Asphalt	2,177.50
LUNCFORD EXCAVATION, INC.	4888	Excavation	1,369.16
USA BLUEBOOK	959493	Power Seal Repair Clamps	336.59
USA BLUEBOOK	968575	Fire Hydrant Part	128.57
Total WATER CIP EXPENDITURES:			4,163.03
Total WATER CAPITAL IMPROVEMENT FUND:			4,163.03
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Claims	867.20
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	HRA41431	May HRA Vision Claims	1,099.10
<b>65-4350-3200 OPERATING SUPPLIES</b>			
AMERIPRIDE LINEN	2400233055	ACCT. 241021000	195.50
AMERIPRIDE LINEN	2400233057	ACCT. 241076901	29.88
ATKINSONS' MARKET	1856-05/13	ACCT. 1856	32.97
BUSINESS AS USUAL	113557	Office Supplies	34.75
CHATEAU DRUG CENTER	1015169	Supplies	1.51
INTEGRATED TECHNOLOGIES	C1P124	Copier Maintenance	17.56
SMOKY MTN. PIZZA	26117	Meeting	10.00
TREASURE VALLEY COFFEE IN	2160:03203228	Supplies	45.35
UNIFIED OFFICE SERVICES	163693	Office Supplies	25.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	163845	Office Supplies	14.51
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	734177	ACCT. 37270	158.76
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
CASELLE, INC.	49890	CONTRACT SUPPORT	298.55
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
ASSOCIATION OF IDAHO CITIES	5272222	2013 Annual Conference - Robyn Mattison	140.00
IDAHO RURAL WATER ASSOCIA	2412	Trainings	150.00
ROBYN MATTISON	050213	Travel Expenses	901.17
ASSOCIATION OF IDAHO PUBLI	2013-092	Membership Dues	10.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	1261207395	ACCT. 74754376	4.25
KETCHUM COMPUTERS, INC.	9438	Computer Maintenance	514.62
WHITE CLOUD COMMUNICATIO	72943	Radio	60.00
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	3230225839-05	ACCT. 3230225839	84.98
INTERMOUNTAIN GAS	102495000014-	Acct. 10249500-001-4	331.78
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
RIVER RUN AUTO PARTS	6538-59533	Parts & Supplies	2.97
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	14-315808	Supplies	8.52
IDAHO LUMBER & HARDWARE	536614	Weed Killer	127.47
L.L. GREEN'S HARDWARE	B169405	Fasteners	14.04
L.L. GREEN'S HARDWARE	B170445	Supplies	10.04
McMASTER-CARR SUPPLY CO.	5250311	Supplies	99.62
PIPECO, INC.	121353	Parts for Weyyakin Hydrant	6.53
PIPECO, INC.	121357	Parts for Weyyakin Hydrant	6.77
PIPECO, INC.	121585	Supplies	5.28
PLATT	5012013	Supplies	35.24
PLATT	5020840	Supplies	24.49
PLATT	5030664	Supplies	3.66
THORNTON HEATING	20557	Heater Repair	224.19
UNIFIED OFFICE SERVICES	163297	Office Supplies and Furniture	1,102.05
XYLEM WATER SOLUTIONS U.S.	7738453	Ballasts	6,706.00
PEACHTREE BUSINESS PRODUC	P29681610101	Signage	38.00
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
AMERIPRIDE LINEN	2400233055	ACCT. 241021000	34.50
AMERIPRIDE LINEN	2400233057	ACCT. 241076901	5.27
DELL MARKETING L.P.	KUTILLAPTO	Computer	134.53
IDAHO RURAL WATER ASSOCIA	2422	Training	150.00
KETCHUM COMPUTERS, INC.	9438	Computer Maintenance	75.75
UNIFIED OFFICE SERVICES	163297	Office Supplies and Furniture	388.95
UNITED OIL	734177	ACCT. 37270	213.43
WHITE CLOUD COMMUNICATIO	72943	Radio	24.00
<b>65-4350-7800 CONSTRUCTION</b>			
STANDARD PLUMBING SUPPLY	BDH550	Supplies	320.99
STANDARD PLUMBING SUPPLY	BDLV21	Shop Sink	250.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER EXPENDITURES:			15,039.73
Total WASTEWATER FUND:			15,039.73
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7600 MACHINERY AND EQUIPMENT</b>			
DELL MARKETING L.P.	KUTILLAPTO	Computer	382.00
<b>67-4350-7801 REUSE PUMP STATION</b>			
BOLEN'S CONTROL HOUSE, INC.	S1213764.001	Parts & Supplies	21.21
CURRENT DESIGN, LLC	1803	Reuse Pump Station Design	11,507.77
LLOYD CONSTRUCTION INC.	052513	LED Water Project - Pump Station Mechanical	68,009.29
McMASTER-CARR SUPPLY CO.	51925508	Reuse Pump Startup Parts	506.44
PLATT	5011977	Parts & Supplies	33.90
WEBB LANDSCAPING	10911	Flowers	24.99
WEBB LANDSCAPING	14144	Flowers	74.16
WOOD RIVER LOCK SHOP	5765	Lock Repair	195.95
<b>67-4350-7802 REUSE ENGINEERING</b>			
FORSGREN ASSOCIATES, INC.	213050	WW Reuse	3,455.00
FORSGREN ASSOCIATES, INC.	213051	WW Reuse	5,420.13
Total WASTEWATER CIP EXPENDITURES:			89,630.84
Total WASTEWATER CAPITAL IMPROVE FND:			89,630.84
<b>FIRE TRUST FUND</b>			
<b>FIRE TRUST EXPENDITURES</b>			
<b>92-4900-7600 OTHER MACHINERY &amp; EQUIPMENT</b>			
L.N. CURTIS & SONS	3130347-05	Turnout Grant Expenditure	24,500.00
L.N. CURTIS & SONS	3132247-01	Turnout Grant Expenditure	2,802.60
Total FIRE TRUST EXPENDITURES:			27,302.60
Total FIRE TRUST FUND:			27,302.60
Grand Totals:			348,875.91

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

<u>Company</u>	<u>Beer</u>	<u>Beer Not to</u>	<u>Wine</u>	<u>Wine Not</u>	<u>Liquor</u>	<u>Approved by Council</u>
	<u>Consumed</u>	<u>be</u>	<u>Consumed</u>	<u>to be</u>		
	<u>on</u>	<u>on</u>	<u>on</u>	<u>on</u>		
	<u>Premises</u>	<u>Premises</u>	<u>Premises</u>	<u>Premises</u>		
Video West		X	X			7/16/2012
La Parrilla	X		X			7/16/2012
A Taste of Thai Sun Valley	X		X			7/16/2012
Sayvour	X		X			7/16/2012
Rickshaw	X		X			7/16/2012
China Panda Restaurant	X		X			7/16/2012
Bigwood Grill	X				X	7/16/2012
Apples	X		X			7/16/2012
La Cabanita Mex	X		X			7/16/2012
Casino Club	X				X	7/16/2012
Thai Cuisine	X	X	X			7/16/2012
Cava Cava	X		X			7/16/2012
Johnny G's	X					7/16/2012
Clarion Inn	X		X			8/6/2012
Il Naso Restaurant	X		X			8/6/2012
The Red Door	X		X			8/6/2012
Headwaters		X		X		8/20/2012
Grill at Knob Hill Inn	X				X	11/5/2012
Mama Inez	X					11/5/2012
Cava Cava				X		11/5/2012
Enoteca	X		X	X		11/19/2012
The Rustic Moose	X		X	X		11/19/2012
Nourish Me		X		X		11/19/2012
The Local Dish	X		X			11/19/2012
Vintage Restaurant	X		X			1/22/2013
Zenergy At Thunder Spring			X			2/19/2013
Velocio	X		X			2/19/2013
Rolling in Dough	X		X	X		6/17/2013

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

One

To the City Council, Ketchum, Idaho

Year Applying for June 12 2013 ~~August 1, 2013~~ - July 31, 2014

The undersigned a Corporation, Partnership, Individual, does hereby make application for a license to sell during the year 2013-2014, the following:

1.	<b>BEER LICENSE</b>	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00 <u>33.34</u>
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	<b>WINE LICENSE</b>		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00 <u>33.34</u>
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	<b>LIQUOR LICENSE</b>		<u>33.34</u>
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>100.02</u>

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

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

Name of Applicant Nancy Rutherford / Rolling in Dough LLC  
 D/B/A Rolling in Dough  
 Mailing Address PO Box 3251 Ketchum, ID 83340  
 Phone Number (208) 720-4096  
 Physical Address of business where license will be displayed 580 Washington St (200E, 6th St.)  
 Record owner of the property Suzy Tryon

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

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

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

Nancy Rutherford PO Box 3251 Ketchum, ID 83340

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

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

Applicant Nancy Rutherford Relation to Business owner

Subscribed and sworn to before me this 7<sup>th</sup> day of June, 13.

Marlene Schwenberger  
Notary Public or City Clerk or Deputy

License Fee Received \$ 100.02 & .

License No. 1275A

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

6-17-13

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council</u>
Thai Cuisine	X		X			6/3/2013
Barbara's Party Rentals		X		X		6/3/2013
Lefty's	X	X		X		6/3/2013
Cornerstone Bar & Grill	X				X	6/3/2013
Cristina's Restaurant	X	X	X	X		6/10/2013
Evergreen Restaurant		X		X		6/17/2013
Grumpy's	X		X			6/17/2013
Taylor'd Events		X		X		6/17/2013
Globus Restaurant	X		X			6/17/2013
Mountain View Grocery		X		X		6/17/2013

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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation \_\_, Partnership \_\_, Individual \_\_, does hereby make application for a license to sell during the year 2013-2014, the following:

1.	<b>BEER LICENSE</b>	Fee
	<input type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	<b>WINE LICENSE</b>	
	<input type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	<b>LIQUOR LICENSE</b>	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:		\$ <u>250.00</u>

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

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

Name of Applicant EVERCHANGE, INC.

D/B/A EVERGREEN RESTAURANT

Mailing Address P.O. BOX 2500, SUN VALLEY, ID 83353

Phone Number 208-726-4406

Physical Address of business where license will be displayed 675 SUN VALLEY ROAD, FL, KETCHUM, ID 83340

Record owner of the property JACK THORNTON

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

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

**If Applicant Is A Partnership or Corporation:**

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

JACK W. THORNTON, PRESIDENT, P.O. BOX 2500, SUN VALLEY, ID

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

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

\* Applicant [Signature]

Relation to Business PRESIDENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

[Signature]  
Notary Public or City Clerk or Deputy

License Fee Received \$ 250 KS

License No. 37A

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

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

6-17-13

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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation , Partnership , Individual , does hereby make application for a license to sell during the year 2013-2014, the following:

- 1. **BEER LICENSE**  
 Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00  
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**  
 Wine, to be consumed on premises: \$ 200.00  
 Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**  
 Liquor by the drink \$ 560.00

Total Due: \$ 400.00

STATE LICENSE NO. 1347 COUNTY LICENSE NO. [scribble] (copies attached)

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

Name of Applicant Grumpy's Inc.

D/B/A \_\_\_\_\_

Mailing Address 100 S Hiawatha, Hailey, ID 83333

Phone Number 208 720 3171

Physical Address of business where license will be displayed 860 Warm Springs Road

Record owner of the property G.G. Enterprises

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

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

**If Applicant Is A Partnership or Corporation:**

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

Peter Prekeges, 100 S Hiawatha, Hailey, ID 83333

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

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

Applicant [Signature]

Relation to Business President

Subscribed and sworn to before me this 4<sup>th</sup> day of June, 2013

[Signature]  
Notary Public or City Clerk or Deputy

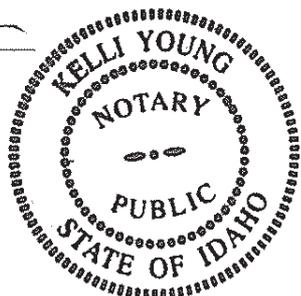
License Fee Received \$ 400 KS

License No. 38A

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

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

6-17-13



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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation \_\_, Partnership \_\_, Individual , does hereby make application for a license to sell during the year 2013-2014, the following:

1.	<b>BEER LICENSE</b>	Fee
	<input type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	<b>WINE LICENSE</b>	
	<input type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	<b>LIQUOR LICENSE</b>	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:		\$ <u>250.00</u>

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

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

Name of Applicant Taylor'd Events

D/B/A Taylor'd Events

Mailing Address P.O. Box 2854, Ketchum Id 83340

Phone Number 208-725-2027

Physical Address of business where license will be displayed 221 Northwood Way, Unit 600A

Record owner of the property Northwood Center Associates

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

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

If Applicant Is A Partnership or Corporation:

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

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

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

Applicant Taylor Sturges

Relation to Business \_\_\_\_\_

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2013

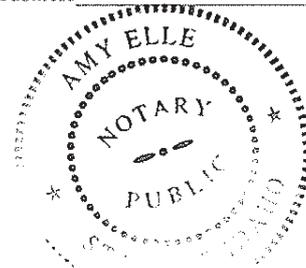
[Signature]  
Notary Public or City Clerk or Deputy

License Fee Received \$ 250.00 KS

License No. 186A

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

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



6-17-13

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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation \_\_, Partnership \_\_, Individual \_\_, does hereby make application for a license to sell during the year 2013-2014, the following:

- |    |   |            |                            |
|----|---|------------|----------------------------|
| 1. | <b>BEER LICENSE</b>   | Fee        |                            |
|    | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$         | 200.00                     |
|    | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises                 | \$         | 50.00                      |
| 2. | <b>WINE LICENSE</b>   |            |                            |
|    | <input checked="" type="checkbox"/> Wine, to be consumed on premises:                           | \$         | 200.00                     |
|    | <input type="checkbox"/> Wine, NOT to be consumed on premises:                                  | \$         | 200.00                     |
| 3. | <b>LIQUOR LICENSE</b>   |            |                            |
|    | <input type="checkbox"/> Liquor by the drink  | \$         | 560.00                     |
|    |   | Total Due: | \$ <u>400<sup>00</sup></u> |

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

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

Name of Applicant Globus Spice Inc.  
 D/B/A Globus Restaurant  
 Mailing Address P.O. Box 4797, Ketchum Id 83340  
 Phone Number 208 726 1301  
 Physical Address of business where license will be displayed 291 6th St. East  
 Record owner of the property Ketchum Horticulture

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

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

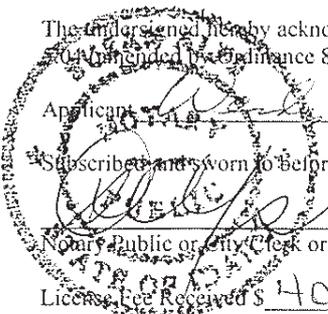
**If Applicant Is A Partnership or Corporation:**

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

Wendy Muir P.O. Box 4797 Ketchum

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

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



Applicant Wendy Muir Relation to Business Owner

Subscribed and sworn to before me this 5 day of June 13.

Notary Public or City Clerk or Deputy 12/15/13

License Fee Received \$ 400.00

License No. 1394A

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

6-17-13

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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation \_\_, Partnership \_\_, Individual \_\_, does hereby make application for a license to sell during the year 2013-2014, the following:

- 1. **BEER LICENSE**  
 Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00  
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**  
 Wine, to be consumed on premises: \$ 200.00  
 Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**  
 Liquor by the drink \$ 560.00

Total Due: \$ 250.00

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

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

Name of Applicant Grocery Express, Inc.  
 D/B/A Mountain View Grocery  
 Mailing Address P.O.B. 4739, Hailey, ID 83333  
 Phone Number 208-726-5878

Physical Address of business where license will be displayed 12728 Hwy 75, Ketchum  
 Record owner of the property Dave Wendland & Dawn Wendland

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

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

**If Applicant Is A Partnership or Corporation:**

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

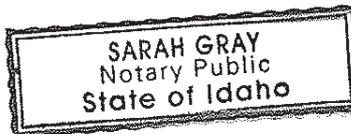
Dave Wendland POB 790 Hailey; Dawn Wendland POB 4751 Hailey

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

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

Applicant [Signature] Relation to Business owner

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2013  
[Signature] Notary Public or City Clerk or Deputy Comm exp 1/15/2014



License Fee Received \$ 250 KS

License No. 543 A

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

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

6-17-13

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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation , Partnership , Individual , does hereby make application for a license to sell during the year 2013-2014, the following:

- |    |   |           |
|----|---|-----------|
| 1. | <b>BEER LICENSE</b>   | Fee       |
|    | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
|    | <input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises      | \$ 50.00  |
| 2. | <b>WINE LICENSE</b>   |           |
|    | <input checked="" type="checkbox"/> Wine, to be consumed on premises:                           | \$ 200.00 |
|    | <input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:                       | \$ 200.00 |
| 3. | <b>LIQUOR LICENSE</b>   |           |
|    | <input type="checkbox"/> Liquor by the drink  | \$ 560.00 |

Total Due: \$ 650.00

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

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

Name of Applicant Cristina Cook  
 D/B/A Cristina's Restaurant  
 Mailing Address PO Box 2111 Ketchum, ID 83340  
 Phone Number 208-726-4499  
 Physical Address of business where license will be displayed 520 2nd St E Ketchum, ID  
 Record owner of the property Cristina & Steve Cook

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

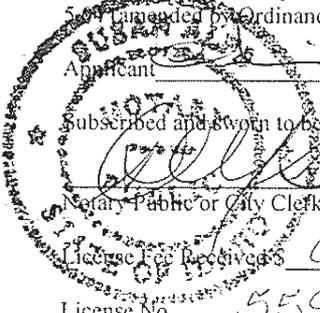
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within five years? Yes  No

**If Applicant Is A Partnership or Corporation:**

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

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

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



Applicant Cristina Cook

Relation to Business OWNER

Subscribed and sworn to before me this 23 day of May 2013.

Notary Public or City Clerk or Deputy 12/15/2013

License Fee Received 650 KS.

License No. 559A

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

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

June 17, 2013