

CITY COUNCIL CALENDAR OF THE CITY OF KETCHUM, IDAHO

Monday, July 1, 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.
3. COMMUNICATIONS FROM CITY STAFF.
- 5:35 a) Local Option Tax contractor letter approval - Stephanie Bonney, City Attorney.
- 5:50 b) Update on Comprehensive Plan Project - Joyce Allgaier, Planning Manager.
4. COMMUNICATIONS FROM THE PUBLIC.
- 6:05 a) Communications from the public.
- 6:20 5. COMMUNICATIONS FROM THE PRESS.
6. AGREEMENTS AND CONTRACTS.
- 6:25 a) Geothermal Memorandum of Agreement - Lisa Horowitz, Community and Economic Development Director. Tab 1
- 6:45 b) Parking License Agreements - Lisa Horowitz, Community and Economic Development Director. Tab 2
7. ORDINANCES AND RESOLUTIONS..
- 6:55 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 (Second Reading) - Lisa Horowitz, Community and Economic Development Director. Tab 3
- 7:10 b) Resolution 13-011: Providing for publication of notice of public hearing and for public hearing for an amendment to the 2012-13 Fiscal Year Budget - Gary Marks, City Administrator. Tab 4
- 7:20 8. CONSENT CALENDAR. Tab 5
- a) Approval of minutes from the June 17, 2013 Council meeting.
- b) Recommendation to approve current bills and payroll summary.
- c) Sun Valley Center for the Arts License Agreement regarding a Walkability Interpretive Bollard.
- d) Ketchum Urban Renewal Agency License Agreement regarding a Walkability Interpretive Bollard at the Visitors Center.
- e) 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.

City of Ketchum, Idaho

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



June 26, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

July 1, 2013 City Council Agenda Report

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

6. AGREEMENTS AND CONTRACTS.

- a) Geothermal Memorandum of Agreement - Lisa Horowitz, Community and Economic Development Director.

The Community and Economic Development Department is seeking Council approval of an agreement with Natural Energy Resources and Carbon Hill Hot Springs, Inc. regarding geothermal feasibility analysis and authorization of a letter of engagement with ERO Resources Corporation in an amount not to exceed \$5,000. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the Council approve the above referenced agreement with Natural Energy Resources and Carbon Hill Hot Springs, Inc. and further recommends authorization of a letter of engagement with ERO Resources Corporation in an amount not to exceed \$5,000.

RECOMMENDED MOTION: *"I move to approve the agreement with Natural Energy Resources and Carbon Hill Hot Springs, Inc. regarding geothermal feasibility analysis and to authorize a letter of engagement with ERO Resources Corporation in an amount not to exceed \$5,000."*

This is a legislative matter.

- b) Parking License Agreements - Lisa Horowitz, Community and Economic Development Director.

The Community and Economic Development Department is seeking renewal of a parking license agreement that was originally approved in 2003. The parking agreements deals with facilities located at 400 Main Street located in

the alley between Main and Leadville and the First Avenue Lots in the alley between First and Second Avenues just north of the Perry's building and across the alley east of the Ketchum Post Office. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the Council renew the parking agreement for facilities located at 400 Main Street located in the alley between Main and Leadville and the First Avenue Lots in the alley between First and Second Avenues just north of the Perry's building and across the alley east of the Ketchum Post Office.

RECOMMENDED MOTION: *"I move to renew the parking agreement for facilities located at 400 Main Street located in the alley between Main and Leadville and the First Avenue Lots in the alley between First and Second Avenues just north of the Perry's building and across the alley east of the Ketchum Post Office."*

This is a legislative matter.

7. ORDINANCES AND RESOLUTIONS.

- 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. This is the second reading of the ordinance. A detailed staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the Council conduct the second reading of Ordinance 1108 during the July 1st Council meeting.

RECOMMENDED MOTION: *"I move to acknowledge this as the second reading of Ordinance 1108, and direct staff to schedule the third reading and adoption on July 15, 2013."*

This is a legislative matter.

- b) Resolution 13-011: Providing for publication of notice of public hearing and for public hearing for an amendment to the 2012-13 Fiscal Year Budget - Gary Marks, City Administrator.

Resolution 13-011 authorizes the publication of a notice of public hearing to be conducted on July 15, 2013 for the purpose of amending the FY2012-13 Budget. The amendments will address the creation of appropriations in the General Fund in the amount of \$147,975 to provide for professional services in support of the BLM/White Water Park Project. A staff report from Sandy Cady and a copy of the resolution have been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 13-011, providing for publication of notice of public hearing and for public hearing to be held on July 15, 2013 for an amendment to the Fiscal Year 2012-2013 Budget.

RECOMMENDED MOTION: *"I move to approve Resolution 13-011, providing for publication of notice of public hearing and for public hearing for an amendment to the FY2012-2013 Budget."*

This is a legislative matter.

8. CONSENT AGENDA.

- a) Approval of minutes from the June 17, 2013 Council meeting.

Copies of the minutes from the June 17, 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) Sun Valley Center for the Arts License Agreement regarding a Walkability Interpretive Bollard.

Staff recommends approval of the license agreement. Materials have been provided in the packet for Council review.

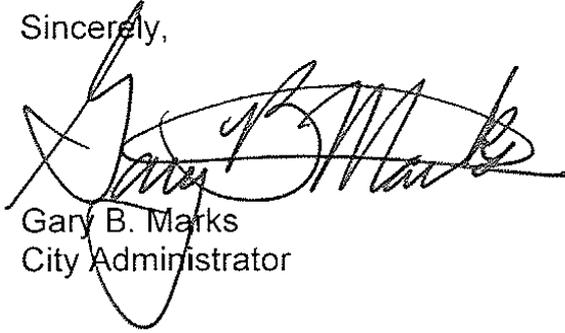
- d) Ketchum Urban Renewal Agency License Agreement regarding a Walkability Interpretive Bollard at the Visitors Center.

Staff recommends approval of the license agreement. Materials have been provided in the packet for Council review.

- e) 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,

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

Gary B. Marks
City Administrator

City of Ketchum, Idaho

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



June 25, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Geothermal Memorandum of Agreement

- Attachment 1: March 17, 2007 Geothermal Research and Development Agreement
- Attachment 2: June, 2013 Memorandum of Agreement, Geothermal Hot water

Introduction/History

In 2007, the City entered into an agreement with Natural Energy Resources, Inc. and Carbon Hill Hot Springs, Inc. to study the geothermal hot water resource west of the Warm Springs Ski base area known as the Guyer Hot Springs. Natural Energy Resources, Inc. owns the geothermal water rights for Guyer Hot Springs. Carbon Hill Hot Springs, Inc. owns the undeveloped property at the Guyer Hot Springs source. The study was funded by a grant from IDWR.

The agreement provided for the City to develop a feasibility study regarding the geothermal hot water, with a variety of possible uses listed in the agreement. A feasibility study was conducted by Harry Griffith for the Ketchum Community Development Corporation that focused primarily on a geothermal hot water district.

Water consultant ERO Resources Corporation examined the hot water source in 2007. At that time, there was significant additional flow that was not captured, and was flowing directly into Warm Springs Creek. The deterioration of the current system is responsible in part for the uncaptured geothermal hot water. Best practices would indicate that this study should be updated in event that any changes have occurred in the last six years.

Current Report

The purpose of the current study would be for ERO to determine (1) the current water rights associated with the source of supply of the NER geothermal water rights (Guyer Springs); (2) the amount of additional water that could be

reasonably developed from the source and a general description of the infrastructure and associated costs for such additional development, and (3) the amount of water necessary for development and operation of a public geothermal spa, which is the likely preferred use by the City of Ketchum.

Bruce Smith of Moore Smith Buxton and Turcke has developed a letter of engagement between the City and ERO, attached to this report.

Recommendation

I respectfully recommend that the City Council approve the Memorandum of Agreement with Natural Energy Resources and Carbon Hill Hot Springs, Inc. regarding geothermal feasibility analysis, and authorize a letter of engagement with ERO Resources Corporation in an amount not to exceed \$5,000.

Suggested Motion

"I move to approve the Memorandum of Agreement with Natural Energy Resources and Carbon Hill Hot Springs, Inc. regarding geothermal feasibility analysis, and authorize a letter of engagement with ERO Resources Corporation in an amount not to exceed \$5,000."

Sincerely,

Lisa Horowitz
Community and Economic Development Director

GEOHERMAL RESOURCE RESEARCH AND DEVELOPMENT AGREEMENT
(City of Ketchum/Natural Energy Resources, Inc./
Carbon Hill Hot Springs, Inc.)

THIS AGREEMENT made and entered into this 17th day of March, 2007, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), NATURAL ENERGY RESOURCES, INC., an Idaho corporation ("NER"), and CARBON HILL HOT SPRINGS, INC., an Idaho corporation ("Carbon Hill").

RECITALS

WHEREAS, NER owns certain geothermal water rights Permit No. _____ (the "Geothermal Resource"), the source for which is located in the Warm Springs District of the City of Ketchum, on property owned by NER and Carbon Hill, commonly known as the Carbon Hill Property (the "Property"); and

WHEREAS, NER operates and continues to develop a business for the distribution of the Geothermal Resource for residential and commercial purposes; and

WHEREAS, Carbon Hill owns all the property for ingress and egress to the Geothermal Resource; and

WHEREAS, NER desires to investigate the additional development potential of the Geothermal Resource as it may be used for the benefit of the community of Ketchum and further desire to negotiate an agreement for development and use of the Geothermal Resource for the same purpose subsequent to reviewing the results of such investigation.

AGREEMENT

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.

2. Ketchum's Obligations.

2.1. Ketchum shall make its best efforts to complete a feasibility study within six (6) months of the execution of this Agreement. The feasibility study will research the viability of using the Geothermal Resource for energy production, heating and development of amenities in the Warm Springs district and for the benefit of the Ketchum community. Research may include estimation and consideration of:

- X Geothermal volume at the source;
- X Temperature at and below the source;
- X Water quality and mineral content; and

X Implications of these qualities in the design and development of technologies to tap them for purposes specified above.

X Technologies available for tapping the Geothermal Resource and the relative merits from technical and economic perspectives;

X Relative cost of constructing a distribution system for the Geothermal Resource and/or its byproducts to Warm Springs and to Downtown Ketchum;

X Relative cost of competing technologies and energy resources for purposes specified above;

X Organizational options for tapping, distributing, sale, and management of the Geothermal Resource;

X Estimated seasonal and annual consumption of the Geothermal Resource for each proposed use; and

X Relative value of the Geothermal Resource per gallon in the context of development costs and competitive return on investment.

2.2. Ketchum will have thirty (30) days from completion of the feasibility study to determine whether or not it should pursue a business plan to complete research and analysis for the establishment of a business or other entity to tap and use the Geothermal Resource. If, in Ketchum's opinion, the feasibility study identifies reasonable and viable means for further pursuit of the purposes specified above, the City will make its best efforts to complete a formal business plan within an additional six (6) months (from completion of the feasibility study). The business plan will:

X Further refine feasibility analysis, including preparation of appropriate pro forma financial statements;

X Analyze business development alternatives and specify a preferred business development system;

X Determine optimal methods for tapping, using and disposal of the Geothermal Resource;

X Provide conceptual design and costs for facilities, technologies, and distribution systems;

X Specify the expected roles and responsibilities of the contracting parties;

X Determine whether the Ketchum/Sun Valley sewer system can receive the entire flow of geothermal water after use by Ketchum, NER and Carbon Hill.

2.3. Upon completion of the business plan, Ketchum will have thirty (30) days to either begin negotiations in good faith with NER to reach an agreement to develop and use the Geothermal Resource. Alternatively, for any reason or no reason, Ketchum may notify NER in writing that it does not intend to enter such negotiations at which time NER may pursue development of the Geothermal Resource as it sees fit, with no obligation or commitment to Ketchum.

2.4. All such inspections, tests, surveys, studies and reports to be conducted by Ketchum shall be conducted by reputable,

professional companies, which maintain adequate amounts of insurance. Ketchum shall pay for all such inspections, tests, surveys, studies and reports; keep the property free and clear of any liens; repair all damage to the property and indemnify and hold NER and Carbon Hill harmless from and against all liability, claims, demands, damage or cost of any kind whatsoever (including attorney fees), arising from or connected with the inspections, tests, surveys, studies and reports described herein. Notwithstanding any provision to this Agreement to the contrary, Ketchum's obligation under this section shall survive termination of this Agreement.

2.5. Ketchum shall provide NER with copies of all inspections, tests, surveys, studies and reports generated by Ketchum relating to this Agreement, and NER shall have the ability to use such inspections, tests, surveys, studies and reports for its own purposes.

3. NER's and Carbon Hill's Obligations.

3.1. As stated in the Recitals, the parties hereto confirm that NER maintains a current flow of water from the Geothermal Resource, which is provided to NER customers for commercial and residential purposes. It is hereby acknowledged that NER presently provides Sun Valley Company with a flow of water from its current source for heating the Warm Springs Lodge patio, and provide residential water to Robert Cimino through Sun Valley Company. It is further acknowledged that NER has entered into negotiations and made a proposal to the Greyhawk Master Association for the heating of its pool, and that there are on-going discussions with additional residential accounts along the existing Geothermal Resource pipeline between the current source and the Jim Cimino residence. Nothing in this Agreement shall prevent NER from continuing with the commercial accounts stated herein, or entering into agreements for additional residential accounts along the existing Warm Springs Road pipeline from the current source of the Geothermal Resource. All such uses as defined herein at the time of execution of this Agreement shall not be governed by this Agreement nor by any future agreement which may result from this Agreement unless NER, in its sole discretion, elects to make them so. Additionally, NER specifically retains the right to adequate flows of water from the Geothermal Resource to support development of a spa resort, or any other development, located at Carbon Hill, or other properties owned by the Cimino Family in the Warm Springs area of Ketchum, which may be developed some time in the future. Such use shall not be governed by this Agreement nor by any future agreement which may result from this Agreement unless NER, in its sole discretion, elects to make it so.

Until the earlier of receipt of written notification that Ketchum does not intend to enter the above-referenced negotiations or one (1) year from the date of execution of this Agreement, NER shall not solicit, entertain or enter any agreement to lease, sell or otherwise encumber, use, develop or distribute the Geothermal Resource to any new large scale developments in the Warm Springs, Ketchum or Sun Valley areas without mutual agreement of the parties hereto. For purposes of this Agreement, "large scale developments" shall mean any development containing more than two (2) units.

Additionally, NER shall:

- X Make its best efforts to support Ketchum's feasibility study and business plan preparation through active cooperation;
- X Deliver immediately to Ketchum all research results, studies and any other relevant data, including without limitation NER's proprietary data, which NER may own or have access to;
- X Make the Geothermal Resource and the Property available for onsite testing and analysis;
- X Guide Ketchum on technology and business development scenarios that best suit the interests and needs of both Ketchum and NER;
- X Collaborate with Ketchum in the investigation and pursuit of organizational alternatives for the purchase, use and distribution of the Geothermal Resource.
- X It is specifically understood that NER makes no commitment whatever to fund or finance any part of potential development of the geothermal resource.

3.2. NER and Carbon Hill hereby grant to Ketchum, or its authorized representatives, agents, consultants and contractors, the right to enter upon the property for the purpose of conducting the review of the Geothermal Resource as stated herein; provided, however, the indemnity provisions shall be applicable as stated in paragraph 2.4.

4. Ownership and Possession. At all times during the term of this Agreement, NER shall continue to own and possess both the Property and the Geothermal Resource. NER merely hereby grants Ketchum, its agents and employees a right of entry to conduct reasonable inspections, tests and studies in furtherance of this Agreement. NER hereby acknowledges that Ketchum, its agents and employees shall not use the Geothermal Resource for any purpose other than as set forth herein and shall have no obligation to protect or maintain any water rights or other similar rights that NER may own relevant to the Property or the Geothermal Resource. Ketchum shall at no time make claim to any of the Geothermal Resource in the event it is determined the Geothermal Resource is greater than the flows recognized by the Idaho Department of Water Resources and claimed in the Snake River Basin Adjudication. NER shall have exclusive claim to any excess water from the Geothermal Resource in excess of those recognized by the Idaho Department of Water Resources and claimed in the Snake River Basin Adjudication, and NER shall make claim with the Idaho Department of Water Resources for such excess water at such time as it is determined such excess water exists.

5. Restoration and Mechanic's Liens. In conducting the studies contemplated in this Agreement, Ketchum shall make reasonable efforts to maintain the Property in a safe and slightly condition. Additionally, upon completion of such studies, Ketchum shall repair any damage that Ketchum, its agents or employees have caused upon the Property to a condition as good or better than the condition of the Property prior to such damages. Further, Ketchum shall not allow any Mechanic's liens to encumber the Property as a result of any tests or studies conducted by Ketchum, its agents or employees.

6. Ownership of Work Product. All data, material, test results, analyses, reports or other information or intellectual property produced (collectively the "Work Product") in whole or in part pursuant to this Agreement shall be the sole and exclusive property of NER. NER hereby grants and assigns to Ketchum all rights to use and retain copies of the Work Product and to develop, manufacture, market or otherwise commercialize any product, system or structure based thereon. Upon termination of this Agreement, Ketchum shall immediately deliver to NER all such Work Product.

7. Time of Performance. Time is hereby made expressly of the essence in the performance of all of the mutual obligations and actions of the Parties hereunder; however, Ketchum may request and NER may grant, at its sole discretion, reasonable extensions of any of the deadlines set forth herein.

8. No Partnership. The goal of this Agreement is to form a business relationship that is mutually beneficial to Ketchum, NER and Carbon Hill. Ketchum and NER hereby agree that they do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity. Neither party may represent the other in any negotiations, transactions or regulatory compliance matters with third parties and neither party shall have any authority to commit the other in any manner whatsoever.

9. Compliance With Laws. Both NER and Carbon Hill, its officers, directors, shareholders, agents and employees and Ketchum, its elected and appointed officials, agents, employees and volunteers shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve NER, Carbon Hill or Ketchum of any obligation or responsibility imposed upon them by law.

10. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to paragraph 2 herein above shall be in writing. Notices to Ketchum and NER shall be addressed as follows:

KETCHUM:
CITY OF KETCHUM
ATTN: CITY ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

NER and/or CARBON HILL:
c/o BRIAN BARSOTTI
POST OFFICE BOX 370
KETCHUM, IDAHO 83340

11. Non-Assignment. NER hereby acknowledges that Ketchum may collaborate with the Ketchum Community Development Corporation, or the Ketchum Urban Renewal Agency in the completion of activities specified in this Agreement. Additionally, research may identify organizational development options that include creation of a new entity (e.g., a power utility cooperative) to optimally develop and/or manage use of the geothermal resource. Accordingly, with NER's consent which shall not be unreasonably withheld, Ketchum may assign all or part of its rights and interest in and to this Agreement to the Ketchum Community Development Corporation, the Ketchum Urban Renewal Agency, or any other public or quasi public entity formed in furtherance of the research and development of the Geothermal Resource. Nonetheless, neither Ketchum nor any of the above-referenced potential successors or assigns shall

assign any right or interest in this Agreement to any other individual or entity.

12. Successors and Assigns. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

13. Remedies. In the event of any default in the complete performance of the terms and conditions of this Agreement, the non-defaulting party may pursue any remedy available in law or equity including, without limitation, specific performance.

14. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

15. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

16. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

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

18. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

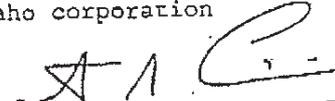
19. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

20. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

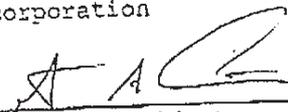
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

NATURAL ENERGY RESOURCES, INC.,
an Idaho corporation

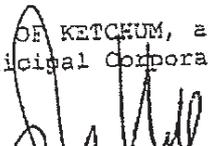
By: 
DAVID CIMINO, President

(6)

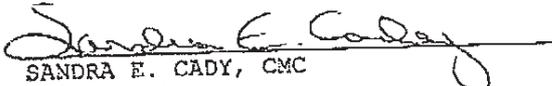
CARBON HILL HOT SPRINGS, INC.,
an Idaho corporation

By: 
DAVID CIMINO, President
Robert

CITY OF KETCHUM, an Idaho
Municipal Corporation

By: 
RANDY HALL, Mayor

ATTEST:


SANDRA E. CADY, CMC
City Clerk

APPROVED AS TO FORM AND CONTENT
EXCLUSIVELY FOR THE CITY OF KETCHUM:


BENJAMIN W. WORST,
City Attorney

realest\hotwater.agmt

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA"), is entered into this ___ day of June, 2013, among the City of Ketchum, an Idaho municipal corporation ("Ketchum"), Natural Energy Resources, Inc., an Idaho corporation ("NER") and Carbon Hill Hot Springs Inc., an Idaho corporation ("Carbon Hill"), collectively the "Parties.

RECITALS

WHEREAS, NER owns certain geothermal water rights; and

WHEREAS, Carbon Hill owns certain lands on or near where the NER water rights are located; and

WHEREAS, the Parties are interested in further discussing the concept of a public geothermal spa as reflected in the Parties', March 17, 2007, Geothermal Resources Research and Development Agreement ("2007 Agreement"); and

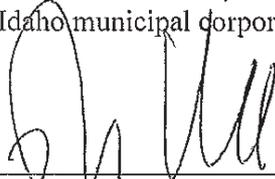
WHEREAS, given the time that has elapsed since the 2007 Agreement, the Parties acknowledge the need for additional information about the geothermal water resource to allow discussion among the Parties to be meaningful;

NOW, THEREFORE, the Parties agree as follows:

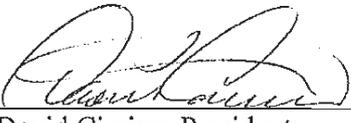
- A. The City of Ketchum agrees to retain the services of ERO Resources Inc., an Idaho water engineering firm, at a contract amount agreeable to ERO and Ketchum to determine (1) the current water rights associated with the source of supply of the NER geothermal water rights (Guyer Springs); (2) the amount of additional water that could be reasonably developed from the source and a general description of the infrastructure and associated costs for such additional development, and (3) the amount of water necessary for development and operation of a public geothermal spa.
- B. NER and Carbon Hill agree to allow ERO Resources access to the property and to provide any information that may be necessary to allow ERO to conduct the studies necessary to determine the information set out in paragraph A.
- C. Ketchum shall own the study results and information obtained from ERO but Ketchum agrees to share such information with NER and Carbon Hill. *w/o LIMITATIONS. RCH.*
- D. Upon completion of the ERO investigation and report, the Parties agree to meet to discuss the feasibility of development of the public spa and any other issues relevant to the Parties' consideration of the concept of the public spa, including, but not limited to, any type of public/private relationship that may allow for such development.

E. This is the entire agreement of the Parties with regard to the scope of work addressed by this MOA.

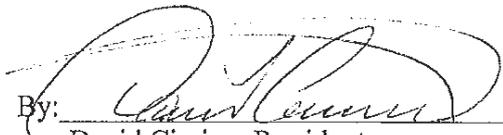
CITY OF KETCHUM,
An Idaho municipal corporation

By: 
Randy Hall, Mayor

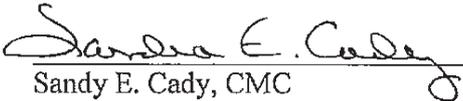
CARBON HILL HOT SPRINGS, INC.,
An Idaho corporation

By: 
David Cimino, President

NATURAL ENERGY RESOURCES,
INC., an Idaho corporation

By: 
David Cimino, President

ATTEST:


Sandy E. Cady, CMC
City Clerk

APPROVED AS TO FORM AND
CONTENT EXCLUSIVELY FOR THE
CITY OF KETCHUM:

MOORE SMITH BUXTON & TURCKE,
CHTD.

By: _____
Bruce M. Smith,
City Attorney

City of Ketchum, Idaho

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



June 25, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Parking License Agreements

- Attachment 1: License Agreement, Lots 1 and 2 Block 5, Ketchum
Townsite (400 Main Street)
Attachment 2: 2003 License Agreement

Introduction/History

The City entered into a license agreement in 2003 for two properties owned by Ketchum Holding to allow one row of public parking on private property adjacent to the alley. The properties are located at:

Lots 1 and 2, Block 5 (400 Main Street) on the lot where Irvings Hot Dog stand is located in the alley between Main and Leadville;

Lots 2 and 3, Block 56 (First Avenue Lots) in the alley between First and Second Avenues just north of the Perry's building and across the alley east of the Ketchum Post Office.

A map of the parking areas under the license agreement is shown in both attachments. The 2003 agreement stipulated that the City would have permission to allow parking in these areas, that the City would maintain the areas in clean and safe condition, and that the City would retain the License area under the City's insurance policy.

Current Report

The owners representative has contacted the City regarding renewing the license agreement. This matter was considered by the Parking Authority in late March. The opinion of the Parking Committee was that the parking adjacent to Irvings Hot Dogs was very valuable for the downtown core, and the License should be reinstated. The Committee expressed some concerns about the lot by the Post Office, there was some debris in the area, and it did not have the same appearance of public parking.

Adjacent property owner Keith Perry of Perry's Restaurant has indicated that he would maintain this property. The agreement should be modified to remove the City's responsibility for maintenance on this lot.

Recommendation

I respectfully recommend that the City Council approve license agreement with a modification regarding Lots 2 and 3, Block 56, clarifying that the City will not be responsible for maintaining these lots.

Suggested Motion

"I move to approve the approve license agreement for public parking on Lots 1 and 2, Block 5 (400 Main Street) and Lots 2 and 3, Block 56 (First Avenue Lots)with a modification clarifying that the City will not be responsible for maintaining Lots 2 and 3, Block 56,."

Sincerely,



Lisa Horowitz
Community and Economic Development Director

Attachment 1

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, 2013, by and among THE CITY OF KETCHUM (hereinafter referred to as "City of Ketchum"), and 431-471 N. 1st AVENUE, LLC, an Idaho limited liability company, and 400 NORTH MAIN, LLC, an Idaho limited liability company (hereinafter collectively referred to as "Lessees").

RECITALS:

A. 400 North Main, LLC, is the owner of certain real property located in the City of Ketchum, State of Idaho, commonly referred to as Lots 1 and 2, Block 5, located at 400 Main Street, Ketchum, Blaine County, Idaho, and 431-471 N. 1st Avenue, LLC, is the owner of certain real property located in the City of Ketchum, State of Idaho, commonly referred to as Lots 2 and 3A, Block 56, located at 471 North First Avenue, Ketchum, Blaine County, Idaho.

B. The City of Ketchum desires to obtain permission to use a portion of Lots 1 and 2, Block 5 (the "Main Street lots"), and Lots 2 and 3A, Block 56 (the "First Avenue lots"), to allow for one (1) row of parking off the adjacent alleys onto the Main Street and First Avenue properties, and to maintain and repair, as necessary, such land used for the one (1) row of parking, as depicted in Exhibits "A" and "B" attached hereto and made a part hereof. Such parking area, as so depicted, is hereinafter referred to as (the "License Areas").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing Recitals are an integral part of this Agreement and are hereby incorporated as though set forth fully herein.

2. Lessees hereby grant to the City of Ketchum a License (the "License") to provide limited parking to the general public on the License Areas.

3. In consideration for the License granted herein, the City of Ketchum covenants and agrees for itself, its agents, invitees, guests, employees and the general public, that the City of Ketchum, its agents, invitees, guests, employees and the general public, singularly or in combination:

(a) Except for grading and graveling, shall not erect, construct, place or maintain, or permit the erection, construction, placement or maintenance of any improvement, building or structure, or any other thing whatsoever, on the Main Street lots and/or the First Avenue lots other than the parking area depicted in Exhibits "A" and "B" attached hereto.

(b) Shall use the License Areas solely for parking, and shall not use any other part of the Main Street lots and/or the First

Avenue lots for any other activity. No right of access, ingress or egress to the License Areas via any other portion of the Main Street lots or the First Avenue lots is granted or contemplated hereby.

(c) Shall maintain the parking areas in a clean and safe condition, at its sole cost and expense, and upon termination of this License, at the City of Ketchum's sole cost and expense, maintain and return the property in the condition it was in immediately prior to the granting of the License hereunder, or better

4. As additional consideration for the License granted herein, the City of Ketchum shall name Lessees as an additional insured on the City's general liability insurance policy from the date of this Agreement to its termination, for its use of the License Areas as depicted in Exhibits "A" and "B" attached hereto and made and part hereof, and shall provide written evidence of such designation to Lessees within ten (10) days after the date of this Agreement, and further agrees to protect, defend and indemnify Lessees, and their members, officers and agents, and save each of them harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including attorney's fees, in connection with all losses, including loss of life, personal injury, liability under or in connection with any environmental laws and/or damage to property, of whatever kind or by whomsoever owned, relating to or arising from the License granted herein, or by any act or omission of the City of Ketchum, its agents, invitees, guests, employees and the general public. The indemnification obligations of the City of Ketchum set forth in this paragraph 4 shall survive termination of this Agreement.

5. The stated purposes, terms, conditions, restrictions, duties, obligations and covenants set forth herein, and each and all of them, may be specifically enforced or enjoined by proceedings in the District Court for the Fifth Judicial District of the State of Idaho.

6. This License is personal to the City of Ketchum. It is non-assignable, and any attempt to assign this License (whether voluntarily or by operation of law) terminates it.

7. This License shall continue on a year-to-year basis until terminated by a party hereto. This Agreement is terminable at will by either party upon sixty (60) days written notice. In addition, this Agreement may be terminated immediately upon written notice by Lessees, collectively or individually, at any time following any violation of the terms of this Agreement by the City of Ketchum, its agents, invitees, guests, employees or the general public.

8. This Agreement and any instrument executed in connection herewith shall be construed and governed by and in accordance with the laws of the State of Idaho.

9. In the event either party hereto retains an attorney for the purpose of enforcing any right or duty arising out of this Agreement,

the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorney's fees, whether or not litigation is actually instituted.

10. No lease, assignment of any type, transfer or conveyance is intended by this Agreement.

11. Lessees retain the right to use the License Areas in any manner not inconsistent with the rights herein granted to the City of Ketchum.

12. The City of Ketchum agrees that any and all work performed on the License Areas and in association with the purposes of the License granted herein shall be done in a good, safe and workmanlike manner and in accordance with all applicable federal, state and local statutes, rules, regulations and ordinances.

13. The City of Ketchum, at its sole cost and expense, shall obtain all permits and approvals necessary or appropriate for the use of the License Areas as contemplated by this Agreement, and shall comply, at its sole cost and expense, with all federal, state and local laws in the exercise of the License.

14. The waiver or breach of any term, covenant, obligation or condition herein shall not be deemed a waiver of any subsequent breach of the same term, covenant, obligation or condition.

15. The entire agreement between Lessees and the City of Ketchum is set forth in this Agreement and there are no understandings, agreements or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Agreement. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.

16. If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this Agreement unless expressly so provided.

17. Notices under this Agreement shall be effective only if in writing and shall be deemed to be received by the addressee on the first business day after such notice is sent, postage prepaid, by any nationally recognized overnight delivery service, or on the third day

following the day such notice is deposited with the United States Postal Service, first class regular or certified mail, return receipt requested, in either instance, addressed as follows (or to any other such address which a party hereto may provide for its self in writing to the other party in accordance with this paragraph 17):

If to Lessees: 431-471 N. 1st Avenue, LLC
c/o Capcor, Inc.
PO Box 1390
Southampton, NY 11969

400 North Main, LLC
c/o Capcor, Inc.
PO Box 1390
Southampton, NY 11969

If to the City of Ketchum: City of Ketchum

IN WITNESS WHEREOF, the parties hereto have executed the foregoing License Agreement on the date first above written.

"City of Ketchum": THE CITY OF KETCHUM

By _____
Its _____

"Lessees: 431-471 N. 1st AVENUE, LLC

By 
Charles P. Stevenson, Jr., Member

400 NORTH MAIN, LLC

By 
Charles P. Stevenson, Jr., Member

realest\citykech.lic

SEE SHEET D6

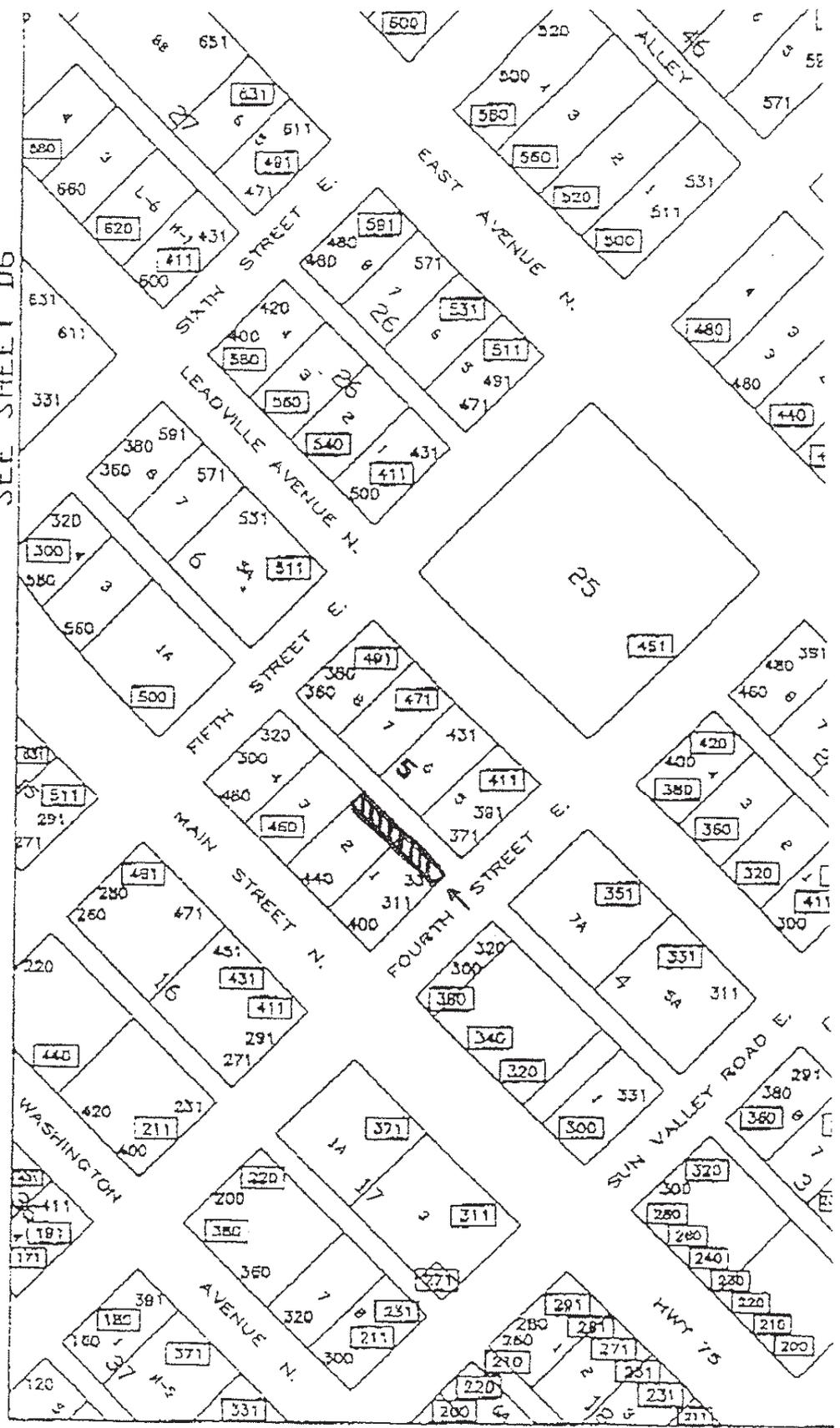


Exhibit 'A'

Attachment 2

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of July, 2003, by and among THE CITY OF KETCHUM (hereinafter referred to as "City of Ketchum"), and KETCHUM HOLDING, a Delaware corporation (hereinafter referred to as "Ketchum Holding").

RECITALS:

A. Ketchum Holding is the owner of certain real property located in the City of Ketchum, State of Idaho, commonly referred to as Lots 1 and 2, Block 5, located at 400 Main Street, Ketchum, Blaine County, Idaho, and Lots 2 and 3, Block 56, located at 471 North First Avenue, Ketchum, Blaine County, Idaho.

B. The City of Ketchum desires to obtain permission to use a portion of Lots 1 and 2, Block 5 (the "Main Street lots"), and Lots 2 and 3, Block 56 (the "First Avenue lots"), to allow for one (1) row of parking off the adjacent alleys onto the Main Street and First Avenue properties, and to maintain and repair, as necessary, such land used for the one (1) row of parking, as depicted in Exhibits "A" and "B" attached hereto and made a part hereof. Such parking area, as so depicted, is hereinafter referred to as (the "License Area").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing Recitals are an integral part of this Agreement and are hereby incorporated as though set forth fully herein.

2. Ketchum Holding hereby grants to the City of Ketchum a License (the "License") to provide limited parking to the general public on the License Area.

3. In consideration for the License granted herein, the City of Ketchum covenants and agrees for itself, its agents, invitees, guests, employees and the general public, that the City of Ketchum, its agents, invitees, guests, employees and the general public, singularly or in combination:

(a) Except for grading and graveling, shall not erect, construct, place or maintain, or permit the erection, construction, placement or maintenance of any improvement, building or structure, or any other thing whatsoever, on the Main Street lots and/or the First Avenue lots other than the parking area depicted in Exhibits "A" and "B" attached hereto.

(b) Shall use the License Area solely for parking, and shall not use any other part of the Main Street lots and/or the First Avenue lots for any other activity. No right of access, ingress or egress to the License Area via any other portion of the Main Street lots or the First Avenue lots is granted or contemplated hereby.

COPY

(c) Shall maintain the parking areas in a clean and safe condition, at its sole cost and expense, and upon termination of this License, at the City of Ketchum's sole cost and expense, maintain and return the property in the condition it was in immediately prior to the granting of the License hereunder, or better.

4. The License Area shall be covered by the City's insurance policy under ICRMP and shall provide Ketchum Holding with a Certificate of Insurance evidencing that the License Area will be covered by the City's policy. To the extent allowed by Idaho law and the City's insurance policy under ICRMP and ICRMP's Certificate of Insurance, the City shall indemnify and hold harmless Ketchum Holding, and its shareholders, officers and agents, against all claims, actions, damages, liabilities, costs and expenses, including attorney's fees, in connection with all losses, including loss of life, personal injury, liability under or in connection with any environmental laws and/or damage to property, of whatever kind or by whomsoever owned, relating to or arising from the License granted herein or by any negligent act or omission of the City of Ketchum, its agents, and employees.

5. The stated purposes, terms, conditions, restrictions, duties, obligations and covenants set forth herein, and each and all of them, may be specifically enforced or enjoined by proceedings in the District Court for the Fifth Judicial District of the State of Idaho.

6. This License is personal to the City of Ketchum. It is non-assignable, and any attempt to assign this License (whether voluntarily or by operation of law) terminates it.

7. This Agreement is terminable at will by either party upon sixty (60) days written notice. In addition, this Agreement may be terminated immediately upon written notice by Ketchum Holding at any time following any violation of the terms of this Agreement by the City of Ketchum, its agents, invitees, guests, employees or the general public.

8. This Agreement and any instrument executed in connection herewith shall be construed and governed by and in accordance with the laws of the State of Idaho.

9. In the event either party hereto retains an attorney for the purpose of enforcing any right or duty arising out of this Agreement, the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorney's fees, whether or not litigation is actually instituted.

10. No lease, assignment of any type, transfer or conveyance is intended by this Agreement.

11. Ketchum Holding retains the right to use the License Area in any manner not inconsistent with the rights herein granted to the City of Ketchum.

12. The City of Ketchum agrees that any and all work performed on the License Area and in association with the purposes of the License granted herein shall be done in a good, safe and workmanlike manner and in accordance with all applicable federal, state and local statutes, rules, regulations and ordinances.

13. The City of Ketchum, at its sole cost and expense, shall obtain all permits and approvals necessary or appropriate for the use of the License Area as contemplated by this Agreement, and shall comply, at its sole cost and expense, with all federal, state and local laws in the exercise of the License.

14. The waiver or breach of any term, covenant, obligation or condition herein shall not be deemed a waiver of any subsequent breach of the same term, covenant, obligation or condition.

15. The entire agreement between Ketchum Holding and the City of Ketchum is set forth in this Agreement and there are no understandings, agreements or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Agreement. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.

16. If any term, obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this Agreement unless expressly so provided.

17. Notices under this Agreement shall be effective only if in writing and shall be deemed to be received by the addressee on the first business day after such notice is sent, postage prepaid, by any nationally recognized overnight delivery service, or on the third day following the day such notice is deposited with the United States Postal Service, first class regular or certified mail, return receipt requested, in either instance, addressed as follows (or to any other such address which a party hereto may provide for its self in writing to the other party in accordance with this paragraph 17):

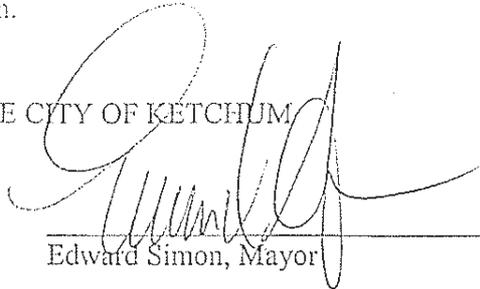
If to Ketchum Holding:	Ketchum Holding c/o Capcor Inc. Post Office Box 1390 Southampton, NJ 11969-1390
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If to the City of Ketchum:	City of Ketchum City Administrator Post Office Box 2315 480 East Avenue, North Ketchum, Idaho 83340
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IN WITNESS WHEREOF, the parties hereto have executed the foregoing License Agreement on the date first above written.

“City of Ketchum”:

THE CITY OF KETCHUM



Edward Simon, Mayor

“Ketchum Holding”:

KETCHUM HOLDING, a Delaware corporation

By CSA
Its President

City of Ketchum, Idaho

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



June 26, 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 1108: Second Reading

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.

The Council conducted a first reading of Ordinance 1108 at their June 17, 2013 meeting. There were no comments at the public hearing.

Current Report

A Citizens Committee has been created to champion the 1% for Air ballot measure.

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 6 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 second 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 second reading of Ordinance 1108, and direct staff to schedule the third reading on July 15, 2013".

Sincerely,

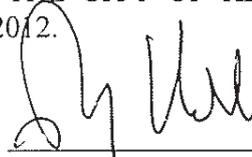
Lisa Horowitz
Community and Economic Development Director

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.

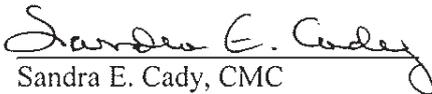
PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this 4th day of September, 2012.



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.

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

City of Ketchum, Idaho

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



July 1, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

**Recommendation to Adopt Resolution No. 13-011
To set a Public Hearing and Publish Notice
To Amend the 2012-13 Fiscal Year Budget**

Introduction/History

Per Idaho Code 50-1003 the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the annual appropriation ordinance.

On September 4, 2012 the Council adopted Ordinance No. 1099 entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2012, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue. A city whose property tax certification is made for the current fiscal year may amend its budget and annual appropriation ordinance, pursuant to the notice and hearing requirements of Idaho Code 50-1002.

Current Report

Resolution No. 13-011 is a resolution of the City Council providing for publication of Notice of Public Hearing in the Idaho Mountain Express on July 3rd and July 10th and for Public Hearing to be held at 5:30 p.m. on July 15, 2013, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Requirement/Impact

If approved by the Council on July 1, 2013, the budget amendment would appropriate additional monies in the sum of \$147,975.00. Notice of Public Hearing showing Proposed Revenues and Proposed Expenditures has been included in the packet with Resolution No. 13-011.

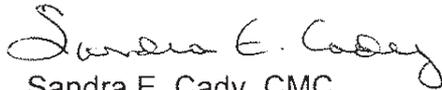
Recommendation

I respectfully recommend that the Ketchum City Council adopt Resolution No. 13-011.

Recommended Motion

"I move to approve Resolution No. 13-011, Providing for Publication of Notice of Public Hearing and for Public Hearing for an amendment to the 2012-13 Fiscal Year Budget".

Sincerely,



Sandra E. Cady, CMC
City Treasurer/Clerk

RESOLUTION NO. 13-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING FOR AN AMENDMENT TO THE 2012-13 FISCAL YEAR BUDGET.

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

SECTION 1. That public hearing thereon be held at 5:30 p.m., on July 15, 2013, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the fiscal year 2012-13 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho, on July 3, 2013 and July 10, 2013.

PASSED BY THE CITY COUNCIL this 1st day of July 2013.

SIGNED BY THE MAYOR this 1st day of July 2013.

Randy Hall, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk



REGULAR KETCHUM CITY COUNCIL MEETING
Monday, June 17, 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
Special City Attorney Cheresse McLain
Ketchum Community and Economic Development Director Lisa Horowitz
Ketchum Police Chief Steve Harkins
Recording Secretary Sunny Grant

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

2. Communications from Mayor and Councilors

Councilor Nina Jonas highlighted the June Blaine County Regional Transportation Committee meeting:

- Highway 75 widening is on schedule and should be complete in fall 2013.
- Funding from a wetlands project has been repurposed to fund a wider and longer bridge.
- The BCRTC Wildlife Subcommittee has asked ITD to consider a recommendation to lower the speed limit on parts of Highway 75.
- Community Transportation Association of Idaho District 4 Mobility Manager Vanessa Fry is leaving Blaine County to attend BSU.
- The current state funding model for public transit is entirely population based, which will devastate Mountain Rides and public transit in Idaho rural communities.

Councilor Jonas said the Forest Service Ketchum Ranger Station still does not have a budget due to sequestration. Councilor Jonas suggested the Ketchum Parks Department be assisted in converting to carbon neutral in an attempt to reduce Ketchum's carbon emissions. Council President Baird Gourlay offered to assist.

Councilor Jonas attended a recent Fire Operations class, and commented on the importance of communication.

Councilor Jim Slanetz said he would like to be a Ketchum Council liaison to the Blaine County Housing Authority.

3. Certificates of Recognition

- Mayor Randy Hall awarded Staff Certificates of Recognition to Ketchum City Clerk Sandy Cady, Deputy Clerk Pat Bennett, Administrative Clerk Kathleen Schwartzenberger and Administrative Clerk Katie Carnduff.
- Mayor Hall awarded the Non-Profit Certificate of Recognition to the Sun Valley Board of Realtors Government Affairs Office. Receiving the award were Sun Valley Board of Realtors President Dan Gorham, Executive Officer Amanda Ornelas, Past President Jed Gray, and Sun Valley Board of Realtors Government Affairs Director Bob Crosby.
Mayor Hall particularly noted the Board of Realtors generous participation in the 1% for Air LOT Tax.
- Mayor Hall presented a Certificate of Recognition to Don Wiseman, retired Sun Valley Ski Education Foundation Executive Director. Wiseman thanked the entire Wood River Valley community and Sun Valley Company for their support in making the SVSEF team number one in the nation.

4. Proclamation recognizing Melissa Arnot and naming June 17 as Melissa Arnot Day

Mayor Hall proclaimed Monday, June 17, 2013 as Melissa Arnot Day. Arnot just made her fifth Everest ascent and set a new woman's record.

5. Proclamation recognizing Bring Bowe Home Day

Mayor Hall proclaimed Saturday, June 22, 2013 as Bring Bowe Home Day.

6. Introduction of Robyn Mattison, Ketchum Public Works Director

Mayor Hall introduced Robyn Mattison as Ketchum's first Public Works Director. Mattison has been a civil engineer for 13 years. She worked in a Boise consulting firm for the last eight years, and did consulting work for the City of Ketchum, including for the wastewater plant upgrade, during that time.

7. Communications from City Attorney

Report on LOT contractor tax reporting issues

Also Present: Local semi-retired drywall contractor Bill Glenn

City Attorney Stephanie Bonney said Ketchum has collected its Local Option Tax directly from contractors, and should have collected the tax from vendors. There has been confusion among contractors and subcontractors on what should be taxed and when it was due, so Bonney drafted a letter to construction-related companies who operate businesses or do work in Ketchum. The letter clarifies who pays the LOT and who collects the LOT, and when it is paid. Contractors are not required to have a City Sales Permit for the payment of LOT tax and will pay the tax directly to vendors.

If a contractor or subcontractor believes they self-reported LOT tax incorrectly and paid the LOT on materials that should not have been taxed, they can submit an amended return with documentation and receive a refund.

PUBLIC COMMENT:

- Bill Glenn said the City mistakenly classified contractors who were improving real estate as retailers and required them to obtain retail sales tax permits and to report and pay sales taxes, contrary to state law. Many contractors also mistakenly reported and paid a use tax on building materials used in the construction of buildings in Ketchum. Glenn said a taxpayer has the right to file an amended return to correct the mistake, and the amended return should be accepted as long as the return conforms to general requirements for such an amended return. No proof was required when a tax return was filed, and no proof should be required when an amended return is filed. Glenn said that Ketchum's authority to tax comes from the State, and State Law says, "If any amount due under this chapter has been overpaid, the excess amount may be credited on any amount then due to the State Tax Commission from the person by whom the excess was paid and any balance refunded to that person." and "No such credit or refund shall be allowed after three years from the time the payment was made to the State Tax Commission."

Glenn gave the example of an electrician who has materials delivered to his shop in Hailey and takes them on his truck to his various jobs. The only time materials are delivered directly to a job site is when something is ordered that is needed immediately. The electrician's accountant (who is also Ketchum's auditor) advised him to pay sales tax on all materials, which he's been doing for a number of years.

City Attorney Stephanie Bonney said state tax provisions do not apply directly to city LOT. If a contractor mistakenly reported the LOT incorrectly, s/he needs to show the City how it was reported incorrectly, and has one year to file an amended return.

Special City Attorney Cherese McLain said she discussed LOT collection with City auditors. There was no miscollection or use taxes collected, and the auditors understood that the LOT only applied on transactions occurring within Ketchum City limits. Ketchum's only mistake was in collecting tax funds from contractors instead of vendors. The taxable transaction and tax itself were accurate; and there was no confusion in the City collecting a use tax.

Councilors thanked Glenn for bringing the situation to their attention. Ketchum is addressing the misunderstanding.

Councilor Nina Jonas asked if the City could allow three years for amended returns. City Attorney Bonney said Ketchum's current ordinance only provided for one year. She said the correct party paid the correct tax, but the collection protocol was not correct. CED Director Lisa Horowitz said the initial letter went out in February 2012. Mayor Hall said the new letter would be sent out, and staff would see what kind of response they got. Contractors who felt they had mispaid the LOT could file an amended return and indicate that they did not understand the point of delivery of the materials. Ketchum wanted to restore contractors' confidence that they were paying the correct tax in the correct way.

City Attorney Stephanie Bonney said the 63% non-compliance in building materials earlier reported by a LOT auditor was by contractors who didn't understand the LOT and weren't paying it to anyone. Ketchum now had the State Tax Commission collecting the LOT tax, and they understood exactly who owed it and how it should be paid. Councilors decided to table the newly-drafted explanation letter until the regular Council meeting on July 1, 2013.

8. Communications from the Public

Ketchum Parks and Recreation Director Jen Smith distributed a brochure published by the Ketchum Arts Commission showing public art in Ketchum.

- Bill Glenn said the Attorney General rendered an opinion to the City of Sun Valley on sales tax and use tax in 1991. Special City Attorney Cherese McLain told Mayor Hall and Councilors that they had already received the opinion as part of their original packet of information.

9. Communications from the Press

There were no comments from the press at this time.

Agreements and Contracts

10. S₂O Design and Engineering Contract Amendment #3; Final Design and Construction Services and R&PP update

*Also Present: Whitewater Park Committee new member Sean McEntee
Jeff Smull, Wood River Whitewater Park Committee
Jo Murray, Jo Murray Public Relations*

The Environmental Assessment contract is about on time. The BLM has accepted all alternatives, which need to be refined; and approved the scoping, but requested a 30-day public comment period after the EA is released.

The National Environmental Policy Act (NEPA) Review Contractor status was approved by Council in May. The Administrative Support Agreement (ASA) is fully executed. Bid documents were released to General Services Administration (GSA) list of qualified NEPA review contractors in early June. The bid is open for 15 days.

The BLM Steering Committee has submitted change orders for about \$10,000 for extra meeting attendance, which is an unanticipated expense that will be addressed by Council later in the meeting as a budget amendment. The last scheduled steering committee meeting will be in July.

Ketchum City Administrator Marks, City Clerk Sandy Cady and Smith have discussed budget details and how the budget will fund a maintenance and management plan. To date, Ketchum has spent \$314,000; other donors have spent about \$277,000. The final design contract was finalized last fall, 2012. The R&PP process is currently in permitting and final design. The total estimate for construction—the whitewater park and other river park amenities—is \$2.6 million, which includes the final design contract of \$269,035.

Construction is still set for fall of 2014, but the timeline is completely subject to the BLM's approval process.

Special City Attorney Cheresse McLain reviewed recent changes in the contract with S₂O. The cost for final design is consistent with original projection. There has been discussion regarding irrigation and wells for the river park site to irrigate a visual buffer area for the picnic areas and restrooms, in addition to the municipal well drop site in the R&PP patent application. There are currently no secured water rights for the irrigation and well, but consulting engineer Chuck Brockway says there are options in obtaining or transferring water rights. This provision in the contract may be removed and the kids splash feature with potable water may be removed or redesigned.

The extra meeting expense is a result of GeoEngineers and S₂O's Scott Shipley attending additional meetings and conference calls as a result of doing the Environmental Assessment and final plan design. McLain made it clear that there is no guarantee that the BLM will approve the patent. The BLM could choose a no-action alternative or an alternative that would be a reduction of in-stream work. The City's timeline is aggressive so construction can begin in fall 2014, which is the optimal time for in-stream construction. The plan design is being done along with the EA on a good-faith gamble that the R&PP is successful. Ketchum should know the BLM's decision in October, 2013.

Ketchum Parks and Recreation Director Jen Smith reminded Council that the project started as a conservation-restoration project to re-establish the Hulen Meadows sediment trap and the drop structures in the river.

Councilors noted that the restoration and recreation project would benefit all of the Wood River Valley.

PUBLIC COMMENT:

Jeff Smull reiterated that the project was initially an environmental project to re-establish the ponds and drop structures as flood mitigation. The whitewater park is a unique opportunity to use the drop structures for river health and fish habitat, recreation and economic benefit, as well as flood mitigation.

Aquatic biologist Steve Fisher said he was involved in the site when it was first built, and currently represents downstream landowners. The drop structures were originally placed by ITD, without a management plan. The river park project and design are good. Jen Smith has kept in touch with downstream landowners, who want an adaptive management plan for the site included in the City's final design contract. Fisher encouraged Ketchum to elucidate the dysfunctionality of the current river system and the justification for every single part of the restoration project to encourage BLM to support the entire project.

McLain said the management plan would be part of the permit process, as part of the final design contract.

Councilor Gourlay said Sustain Blaine has offered to look at the long-term economic benefits to Ketchum.

Council President Baird Gourlay moved to approve Contract #3 Final Design and Construction Service 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. Motion seconded by Councilor Michael David, and passed unanimously.

11. Hemingway Splash Park Design/Build Contract with CEM Aquatics

Ketchum Parks and Recreation Director Jen Smith said the splash park would be constructed with a \$141,000 refund check from the Ketchum Police Department contract with the Blaine County Sheriff and \$26,000 in private

donations received in 2006. Ketchum just received a contract from CEM Aquatics for \$153,950. Hemingway School fifth graders presented Ketchum with a check for \$500 to support the project, and suggested there be a foursquare or hopscotch incorporated into the concrete. Donations in honor of Ron Brady, who installed irrigation at Hemingway, suggest a sailboat or airplane theme.

The splash pad can start immediately in conjunction with excavation and engineering work scheduled to be done at Hemingway Elementary School.

Councilor Michael David moved to approve the design-build contract with CEM Aquatics for construction of the Hemingway splash park in the amount of \$153,950. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

12. Ordinances

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.

Also Present: Fly Sun Valley Alliance Board President Eric Seder

CED Director Lisa Horowitz said the 1% for Air ballot measure failed by 37 votes in the November 2012 election. Ordinance 1108 is to put the measure on the November 2013 ballot. The ballot language is the same, and the Joint Powers Agreement is the same.

Councilor Jonas expressed concern about the legality of the tax and if it is defensible if it passes. She said the people who pay the tax are not the main benefactors, but the tax will only pass if the people support it. She supports the tax because local businesses need air service to survive in the valley.

Councilor Gourlay said everyone benefits from better air service and the overall economic benefit. He would like to see an updated study on who spends money and pays local option taxes in Ketchum and Sun Valley.

PUBLIC COMMENT: NONE

Council President Baird Gourlay moved to acknowledge the first reading of Ordinance 1108 and to direct staff to schedule a second reading on July 1, 2013. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

13. Consent Calendar

- a. Approval of minutes from the June 3, 2013 Council meeting
- b. Recommendation to approve current bills and payroll summary
- c. Approval of the 2013-2014 Liquor, Beer and Wine License: See list

Councilor Nina Jonas moved to approve the Consent Calendar for June 17, 2013. Motion seconded by Council President Baird Gourlay and passed unanimously.

14. Executive Session

Councilor Nina Jonas moved to go into Executive Session to discuss land acquisition, pursuant to Idaho Code §67-2345 1(c) at 7:44 p.m., seconded by Councilor Michael David. Roll call: Councilwoman Nina Jonas yes, Councilman Michael David yes, Council President Baird Gourlay yes, and Councilman Jim Slanetz yes. Motion passed unanimously.

15. Adjournment

Councilor Baird Gourlay moved to adjourn at 8:15 pm. Councilor David seconded the motion, and it passed unanimously.

ATTEST:

Randy Hall
Mayor

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0628131	State Withholding Tax Pay Period: 6/28/2013	6,589.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR0628131	Health Ins - Family Pay Period: 6/28/2013	9,705.08
III-A	PR0628131	Health Ins - Employee Pay Period: 6/28/2013	17,426.99
III-A	PR0628131	Health Ins - Employee + Spouse Pay Period: 6/28/2013	286.92
III-A	PR0628131	Health Ins - Employee + Spouse Pay Period: 6/28/2013	15,707.79
III-A	PR0628131	Health Ins - Family Pay Period: 6/28/2013	526.10
III-A	PR0628131	Health Ins - Family Pay Period: 6/28/2013	21,836.43
III-A	PR0628131	Health Ins - Employee + 1 Chld Pay Period: 6/28/2013	53.40
III-A	PR0628131	Health Ins - Employee + 1 Chld Pay Period: 6/28/2013	4,356.76
III-A	PR0628131	Health Ins - Employee + 2 Chld Pay Period: 6/28/2013	124.44
III-A	PR0628131	Health Ins - Employee + 2 Chld Pay Period: 6/28/2013	11,812.92
III-A	PR0628131	Health Ins - Family Pay Period: 6/28/2013	105.22
III-A	PR0628131	Health Ins - Family Pay Period: 6/28/2013	4,852.54
III-A	PR0628131	Health Ins - Family Pay Period: 6/28/2013	105.22
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0628131	AFLAC After-Tax Pay Period: 6/28/2013	155.73
AFLAC	PR0628131	AFLAC Pre-Tax Pay Period: 6/28/2013	717.79
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
LifeMap Billing	PR0628131	Long Term Disability Pay Period: 6/28/2013	1,115.65
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - 1 Child Pay Period: 6/28/2013	198.44
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - Employee Pay Period: 6/28/2013	867.20
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - Spouse Pay Period: 6/28/2013	185.70
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - Spouse Pay Period: 6/28/2013	565.40
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - Family Pay Period: 6/28/2013	647.08
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - Family Pay Period: 6/28/2013	899.25
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - 2+ Child Pay Period: 6/28/2013	122.28
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - 2+ Child Pay Period: 6/28/2013	271.60
DELTA DENTAL PLAN OF IDAH	PR0628131	Dental Insurance - 1 Child Pay Period: 6/28/2013	69.28
01-2173-3000 P/R DEDUC PBL--PEBSKO			
NATIONWIDE RETIREMENT SOL	PR0628131	Nationwide Fire - 0035424-001 Pay Period: 6/28/2013	2,898.21
NATIONWIDE RETIREMENT SOL	PR0628131	Nationwide - 0026904-001 Pay Period: 6/28/2013	682.44
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0628131	Child Support Pay Period: 6/28/2013	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0628131	Pioneer Federal Credit Union Pay Period: 6/28/2013	2,350.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0628131	125 Medical Savings Pay Period: 6/28/2013	1,285.55
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0628131	125 Dependant Care Pay Period: 6/28/2013	480.77
01-3200-2100 BUILDING PERMITS			
BRENT DENTON	062013	Overpayment of Building Permit	410.00
Total :			107,680.86

LEGISLATIVE & EXECUTIVE

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	107.10
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS	111706	Business Cards	48.48
F-STOP	113132	Frames for Proclamation	21.95
F-STOP	113138	Frame for Proclamation	21.95
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.12
01-4110-3200 OPERATING SUPPLIES			
SUN VALLEY NATURAL SPRING	27192	Water Cooler & Bottles for Meeting Room	18.22
01-4110-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	10.97
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
ASSOCIATION OF IDAHO CITIES	5272265	AIC Conference - Michael David and Randy Hall	560.00
HALL, RANDY	062113	Travel Expenses	172.89
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9706526809	ACCT. 365459737-00001	40.01
Total LEGISLATIVE & EXECUTIVE:			1,038.69
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	142.80
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
CINTAS DOCUMENT MANAGEM	8400373359	Shredding Fees	59.19
INTEGRATED TECHNOLOGIES	C1P437	Copier Maintenance & Supplies	12.22
INTEGRATED TECHNOLOGIES	C1P439	Copier Maintenance & Supplies	39.84
LEXISNEXIS MATTHEW BENDE	4670311X	Idaho Code	467.96
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.12
SUN VALLEY NATURAL SPRING	27192	Water Cooler & Bottles for Meeting Room	18.22
UNIFIED OFFICE SERVICES	164287	Office Supplies	24.84
UNIFIED OFFICE SERVICES	164507	Office Supplies	50.23
01-4150-4200 PROFESSIONAL SERVICES			
GRANT, SUZANNE	061713	CC Minutes 06/17/13	202.50
MASON'S TROPHIES & GIFTS	66612	Certificates of Recognition	137.60
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	19.38
WHITNEY L. MCNEES	20	Film Council Meeting & Farmers Market	637.50
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
ASSOCIATION OF IDAHO CITIES	5272265	AIC Conference - Gary Marks & Lisa Enourato	560.00
ENOURATO, LISA	06/18/13	III-A Travel Expenses	60.00
ENOURATO, LISA	06/18/13	Travel Expenses	20.72
MARKS, GARY	060613	06/13 - Tax Commission Meeting	170.39
MARKS, GARY	061913	Travel Expenses - IIIA Meeting	229.08
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862B	1,153.44
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240B	44.33
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239B	16.22
COX COMMUNICATIONS	1240102722230	ACCT. 0012401 027222301	200.00
VERIZON WIRELESS, BELLEVUE	9706526809	ACCT. 365459737-00001	61.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5110 COMPUTER NETWORK			
MXTOOLBOX, INC	75231	Email & Spam Services	312.00
01-4150-5200 UTILITIES			
IDAHO POWER	5563550804-06	ACCT. 5563550804	55.40
IDAHO POWER	5582759799-06	ACCT. 5582759799	95.04
IDAHO POWER	769316182-06/	ACCT. 769316182	1,392.82
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
OVERHEAD DOOR COMPANY	259618	Police Door Repair	624.42
Total ADMINISTRATIVE SERVICES:			6,844.86
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120181	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	204.00
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
INTEGRATED TECHNOLOGIES	C1P437	Copier Maintenance & Supplies	24.44
INTEGRATED TECHNOLOGIES	C1P439	Copier Maintenance & Supplies	79.68
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.11
UNIFIED OFFICE SERVICES	164510	Office Supplies	6.38
01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL			
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.12
01-4170-4200 PROFESSIONAL SERVICES			
GALENA ENGINEERING, INC.	1318.153-06/13	Miscellaneous Plat Checks	86.25
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	26.85
01-4170-4266 PROFESSIONAL SERVICES-ECON DEV			
GALENA ENGINEERING, INC.	1318.153-06/13	Miscellaneous Plat Checks	143.75
PERRY'S	30074-05/20/13	Meeting Lunch	50.36
01-4170-4500 GEOGRAPHIC INFO SYSTEMS			
BLAINE COUNTY CLERK/RECOR	208	GIS Salary Reimburesment	3,557.99
Total COMMUNITY PLANNING/DEVELOPMENT:			4,253.93
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
MURRAY, JO	779	R&PP Outreach	786.25
Total CONTINGENCY:			786.25
CAPITAL IMPROVEMENTS			

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4197-7850 KCDC WALKABILITY PROJECT			
KETCHUM COMMUNITY DEVEL	031113	Walkability	17,000.00-
QUIGLEY MAP STUDIO	2013-16	Walkability	3,000.00
ROB BREIER	15443	Walkability	78.00
Total CAPITAL IMPROVEMENTS:			13,922.00-
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.12
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200947	BCSO Law Enforcement Services	105,604.17
Total POLICE:			105,641.29
BUILDING			
01-4240-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	30.60
01-4240-3200 OPERATING SUPPLIES			
INTEGRATED TECHNOLOGIES	C1P437	Copier Maintenance & Supplies	9.17
INTEGRATED TECHNOLOGIES	C1P439	Copier Maintenance & Supplies	29.88
UNIFIED OFFICE SERVICES	164510	Office Supplies	6.38
01-4240-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	4.47
Total BUILDING:			80.50
Total GENERAL FUND:			216,064.55
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-4200 PROFESSIONAL SERVICES			
SUN VALLEY EVENTS	418	Constant Contact	30.00
SUN VALLEY EVENTS	418	Professional Services	3,000.00
Total WAGON DAYS EXPENDITURES:			3,030.00
Total WAGON DAYS FUND:			3,030.00
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	387.60
04-4310-3200 OPERATING SUPPLIES			
ASSOCIATED BUSINESS FORMS	111696	Business Cards	83.98
CHATEAU DRUG CENTER	1002493	Supplies	10.44
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.11
YELLOWSTONE LEATHER PROD	22885	Gloves	129.60
ZEE MEDICAL COMPANY	161501294	Supplies	98.85

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-3400 MINOR EQUIPMENT			
RIVER RUN AUTO PARTS	6538-60330	Parts & Supplies	13.95
ELBIE BELLON	368078	Brooms	168.36
04-4310-3500 MOTOR FUELS & LUBRICANTS			
SINCLAIR FLEET SERVICES	33105994	acct. 0464-00-747801-9	20.00
UNITED OIL	735540	ACCT. 37269	1,165.05
04-4310-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	38.98
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LHTAC	T2-061013-6	Training Expenses	180.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9706526809	ACCT. 365459737-00001	93.60
04-4310-5200 UTILITIES			
IDAHO POWER	6471919866-06	ACCT. 6471919866	287.40
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
METROQUIP, INC.	19625	Parts	46.98
METROQUIP, INC.	19951	Parts	314.39
NAPA AUTO PARTS	436163	Supplies	475.62
NAPA AUTO PARTS	738712	Supplies	11.02
RIVER RUN AUTO PARTS	6538-59920	Parts & Supplies	14.00
RIVER RUN AUTO PARTS	6538-60244	Parts & Supplies	14.03
UTILITY TRAILER SALES OF BOI	AI37849	Parts & Supplies	78.17
WESTERN STATES EQUIPMENT	PC040194385	Parts	50.12
WOOD RIVER WELDING, INC.	153135	Rebuilt Part	265.69
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400235533	ACCT. 241076800	30.99
AMERIPRIDE LINEN	2400237275	ACCT. 241076800	64.18
CENTRAL DRUG SYSTEM, INC.	223523	Testing	101.00
04-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-909132	Signage	132.91
04-4310-6930 STREET LIGHTING			
IDAHO POWER	1482547825-06	ACCT. 1482547825	6.28
IDAHO POWER	322623384-06/	ACCT. 322623384	5.40
IDAHO POWER	4083074003-06	ACCT. 4083074003	10.88
IDAHO POWER	528357116-06/	ACCT. 528357116	5.93
IDAHO POWER	5318579658-06	ACCT. 5318579658	5.81
IDAHO POWER	6304817401-06	ACCT. 6304817401	90.08
IDAHO POWER	6471919866-06	ACCT. 6471919866	815.53
IDAHO POWER	731352437-06/	ACCT. 731352437	25.84
IDAHO POWER	8344414305-06	ACCT. 8344414305	10.17
IDAHO POWER	9337189101-06	ACCT. 9337189101	57.02
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-317090	Supplies	187.58
ADVANTAGE SPORT SUPPLY	2038	Pavement Markers	590.00
ANDERSON ASPHALT PAVING	4431	Asphalt	1,023.00
BIG WOOD LANDSCAPE, INC.	29684	Sidwalk Curb & Gutter Repair	735.24
BIG WOOD LANDSCAPE, INC.	29788	Repair Winter Damage	540.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO CONCRETE COMPANY	3304566	Concrete Blocks	135.00
LUTZ RENTALS	26534-1	Rental Equipment	47.52
WOOD RIVER WELDING, INC.	153087	Fence Repairs	19.50
Total STREET:			8,625.49
Total STREET MAINTENANCE FUND:			8,625.49
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7190 STREET IMPROVEMENTS			
MERRICK CONSTRUCTION, INC.	9062	Curb & Gutter	3,425.00
Total STREET CIP EXPENDITURES:			3,425.00
Total STREET CAPITAL IMPROVEMENT FND:			3,425.00
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	275.40
10-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1051761	Cleaning Services	13.32
ATCO INTERNATIONAL	I0377841	Supplies	49.50
BUSINESS AS USUAL	113649	Office Supplies	9.25
CHATEAU DRUG CENTER	1017537	Supplies	24.21
CHATEAU DRUG CENTER	1017926	Supplies	2.61
CHATEAU DRUG CENTER	1021828	Supplies	9.96
CHATEAU DRUG CENTER	1021854	Supplies	9.96
DAVIS EMBROIDERY	21020	Embroider Services	7.50
DONNELLEY SPORTS	5150-00	Shirts	45.54
EASY PACK INC	167969	Shipping	9.59
INTEGRATED TECHNOLOGIES	C1P437	Copier Maintenance & Supplies	4.58
INTEGRATED TECHNOLOGIES	C1P439	Copier Maintenance & Supplies	14.94
PIPECO, INC.	122412	Supplies	5.46
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	18.56
UNIFIED OFFICE SERVICES	164514	Office Supplies	1.95
UNIFIED OFFICE SERVICES	164696	Office Supplies	9.48
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	735538	ACCT. 37267	315.15
10-4230-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	36.69
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
FILOON, MATTHEW	061713	PALS Course Tuition	105.00
10-4230-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	792621	Parts & Supplies	167.42
GEM STATE COMMUNICATIOS	116807	Parts & Repairs	11.00
GEM STATE COMMUNICATIOS	117294	Repairs	109.65
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
LES SCHWAB	11700085587	Tires	274.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-60117	Parts & Supplies	52.50
Total FIRE & RESCUE:			1,583.22
Total FIRE & RESCUE FUND:			1,583.22
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	408.00
14-4260-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11051761	Cleaning Services	13.33
ATCO INTERNATIONAL	I0377841	Supplies	49.50
BUSINESS AS USUAL	113649	Office Supplies	9.25
CHATEAU DRUG CENTER	1013861	Supplies	17.54
CHATEAU DRUG CENTER	1017537	Supplies	24.21
CHATEAU DRUG CENTER	1017926	Supplies	2.61
CHATEAU DRUG CENTER	1021828	Supplies	9.96
CHATEAU DRUG CENTER	1021854	Supplies	9.96
DAVIS EMBROIDERY	21020	Embroider Services	7.50
DONNELLEY SPORTS	5150-00	Shirts	45.54
EASY PACK INC	167969	Shipping	9.60
INTEGRATED TECHNOLOGIES	C1P437	Copier Maintenance & Supplies	4.59
INTEGRATED TECHNOLOGIES	C1P439	Copier Maintenance & Supplies	14.94
MOORE MEDICAL CORPORATIO	82146590	Supplies	52.98
PIPECO, INC.	122412	Supplies	5.45
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	18.56
PROGRESSIVE MEDICAL INTER	414577	Suplies	278.33
ST. LUKES	053113	Customer #342	294.47
ST. LUKES	IW212	Pharmacy Supplies	545.07
UNIFIED OFFICE SERVICES	164514	Office Supplies	1.95
UNIFIED OFFICE SERVICES	164696	Office Supplies	9.47
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	735538	ACCT. 37267	313.07
14-4260-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	54.29
14-4260-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	792621	Parts & Supplies	167.42
GEM STATE COMMUNICATIOS	116807	Parts & Repairs	11.00
GEM STATE COMMUNICATIOS	117294	Repairs	109.65
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
LES SCHWAB	11700085587	Tires	274.00
RIVER RUN AUTO PARTS	6538-59808	Parts & Supplies	221.90
14-4260-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-60117	Parts & Supplies	52.50
Total AMBULANCE SERVICE:			3,036.64

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total AMBULANCE SERVICE FUND:			3,036.64
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	293.25
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	6168557-0	Office Supplies	90.68
OFFICE VALUE	6168665-0	Office Supplies	18.44
OFFICE VALUE	6168665-1	Office Supplies	13.45
OFFICE VALUE	6168758-0	Office Supplies	32.99
OFFICE VALUE	6168758-1	Office Supplies	15.53
OFFICE VALUE	6168902-0	Office Supplies	51.25
OFFICE VALUE	7188394-0	Office Supplies	36.99
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.11
18-4510-3200 OPERATING SUPPLIES			
ACTIVE NETWORK, INC.	11046871	Scanner	309.52
SYSCO	306060250	Concession & Supplies	431.17
WEBB LANDSCAPING	12533	Turf Edger	32.99
18-4510-3250 RECREATION SUPPLIES			
WATER GEAR	227338	Rec. Supplies	227.85
WEBB LANDSCAPING	12541	Annual Plants & Herbs	71.61
WEBB LANDSCAPING	12640	Recreation Supplies	150.42
18-4510-3280 YOUTH GOLF			
KEARNEY, JOHN	062013	Chuck Gates Tournament Entry Fee	150.00
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
COSTCO WHOLESALE	052513	Concession Supplies for the Parks Dept.	675.23
SYSCO	306060250	Concession & Supplies	1,085.33
SYSCO	306200238	Concession & Supplies	692.98
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	735539	ACCT. 37268	370.21
18-4510-4200 PROFESSIONAL SERVICES			
CLEAR CREEK LAND CO. LLC	8760	Storage Unit	170.00
INTEGRATED TECHNOLOGIES	C1P267	Copier Maintenance & Supplies	50.00
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	27.28
CERTIFIED FOLDER DISPLAY SE	465661	Arts Brochure	175.20
CERTIFIED FOLDER DISPLAY SE	465662	Parks Brochure	175.50
KALEY PRUITT	061813	Dance Performance	300.00
18-4510-4210 PROFESSIONAL SERVICE-CITY TREES			
ARBOR CARE	28230	Tree Maintenance	375.00
ARBOR CARE	28231	Tree Maintenance	700.00
ARBOR CARE	28232	Tree Maintenance	1,500.00
ARBOR CARE	28233	Tree Maintenance	250.00
ARBOR CARE	28235	Tree Maintenance	295.00
ARBOR CARE	28265	Tree Maintenance	2,200.00
18-4510-4410 ADVERTISING & PUBLICATIONS			
COPY CENTER	392	Posters	93.75
ADRIENNE LEUGERS	1203	Art in Ketchum Brochure	418.67

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
COSTCO WHOLESALE	060513	Annual Membership Fee	110.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087263841862	ACCT. 208-726-3841 862B	80.00
VERIZON WIRELESS, BELLEVUE	9706526809	ACCT. 365459737-00001	75.49
18-4510-5200 UTILITIES			
IDAHO POWER	13907102010-0	ACCT. 1390712010	56.93
IDAHO POWER	3732923535-06	ACCT. 3732923535	48.62
IDAHO POWER	4962654229-06	ACCT. 4962654229	5.45
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-60113	Parts & Supplies	18.90
SILVER CREEK FORD	14445	Seat Belt Set	89.24
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	79403	Parts & Supplies	60.93
18-4510-6510 COMMUNITY SPECIAL EVENTS			
ROAD WORK AHEAD CONST. SU	22387	Rental Equipment	86.00
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-310505	Supplies	61.49
A.C. HOUSTON LUMBER CO.	14-310592	Supplies	33.60
A.C. HOUSTON LUMBER CO.	14-313392	Supplies	2.04
A.C. HOUSTON LUMBER CO.	14-315053	Supplies	45.22
A.C. HOUSTON LUMBER CO.	14-319430	Supplies	19.74
A.C. HOUSTON LUMBER CO.	14-319880	Supplies	9.08
A.C. HOUSTON LUMBER CO.	14-320942	Nylon Mesh	7.69
COLOR HAUS, INC.	138915	Paint for Benches	7.70
PIONEER REVERE	480445	Striping Supplies	119.00
PIPECO, INC.	122401	Supplies	29.83
PIPECO, INC.	122646	Supplies	10.18
PIPECO, INC.	122647	Supplies	18.30
PIPECO, INC.	123128	Supplies	8.79
PIPECO, INC.	123362	Supplies	16.56
PIPECO, INC.	123385	Supplies	27.72
PIPECO, INC.	123423	Supplies	2.36
PIPECO, INC.	123601	Supplies	17.00
Total PARKS AND RECREATION:			12,585.26
Total PARKS AND RECREATION FUND:			12,585.26
PARKS CAPITAL IMPROVEMENT FND			
PARKS CIP EXPENDITURES			
19-4510-6900 MISCELLANEOUS EXPENSE			
A.C. HOUSTON LUMBER CO.	14-316672	Supplies - Farnlun Park	21.60
Total PARKS CIP EXPENDITURES:			21.60
Total PARKS CAPITAL IMPROVEMENT FND:			21.60
LOCAL OPTION SALES TAX FUND			

Vendor Name	Invoice Number	Description	Net Invoice Amount
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	76.50
22-4910-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	9.69
22-4910-6040 COMMUNITY MARKETING CONTRACT			
SUN VALLEY MARKETING ALLI	13	4th Quarterly Payment	112,500.00
22-4910-6050 FLY SUN VALLEY			
FLY SUN VALLEY ALLIANCE	16	Monthly Contract Amount	3,333.33
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	751	Monthly Payment	43,550.83
22-4910-6090 CONSOLIDATED DISPATCH			
BLAINE COUNTY CLERK/RECOR	206	Consolidated Dispatch	39,854.25
22-4910-6500 CDC FUNDING			
KETCHUM COMMUNITY DEVEL	33	Monthly Contract Payment	9,700.00
22-4910-9930 LOT FUND OP. CONTINGENCY			
SCHWARTZENBERGER, KATHLE	060713	Travel Expenses	186.90
Total LOCAL OPTION SALES TAX :			209,211.50
Total LOCAL OPTION SALES TAX FUND:			209,211.50
UNDERGROUNDING IMPROVEMENT FND			
UNDERGROUNDING EXPENDITURES			
UNDERGROUNDING			
50-4800-7179 5TH STREET UNDERGROUNDING			
INOVUS SOLAR, INC.	640	Street Lights	96,490.00
Total UNDERGROUNDING EXPENDITURES:			96,490.00
Total UNDERGROUNDING IMPROVEMENT FND:			96,490.00
WATER FUND			
63-3400-6600 WATER CONNECT FEE--FIRE LINE P			
MICHAEL PAGE	060513	Overpayment of Water Connection Fees	390.00
63-3400-7200 IMPACT FEES			
MICHAEL PAGE	060513	Overpayment of Water Impact Fee	3,015.00
Total :			3,405.00
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	275.40
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.11
UNIFIED OFFICE SERVICES	164093	Office Supplies	25.51

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	164368	Office Supplies	.45
UNIFIED OFFICE SERVICES	164699	Office Supplies	22.91
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400229542	ACCT. 241076900	70.20
AMERIPRIDE LINEN	2400236608	ACCT. 241076900	70.20
AMERIPRIDE LINEN	2400236609	ACCT. 241076901	17.58
AMERIPRIDE LINEN	2410026820	ACCT. 241076900	219.05
CHATEAU DRUG CENTER	1018231	Supplies	28.47
H.D. FOWLER COMPANY	3393241	Fire Hydrant Repairs	174.46
PIPECO, INC.	122627	Supplies	10.89
USA BLUEBOOK	983457	Supplies	24.10
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	735542	ACCT. 37271	777.20
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E235042	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E235131	Chemicals	243.00
63-4340-4200 PROFESSIONAL SERVICES			
J-U-B ENGINEERS, INC.	82233	Miscellaneous Engineering	264.98
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	34.17
PROTHMAN	2013-3844	Public Works Reference Checks	625.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	062113	License & Exam Fess for Gio Tognoni	161.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195B	105.81
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103B	45.81
63-4340-5200 UTILITIES			
IDAHO POWER	3230225839-06	ACCT. 3230225839	83.83
IDAHO POWER	9961104680-06	ACCT. 9961104680	37.17
63-4340-6910 OTHER PURCHASED SERVICES			
WEBB LANDSCAPING	12563	Plants	89.97
Total WATER EXPENDITURES:			3,687.27
Total WATER FUND:			7,092.27
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7400 BUILDING FURNITURE & EQUIPMENT			
DELL MARKETING L.P.	XJ59F4473	Computer Supplies	274.38
GLASS MASTERS, INC.	72020	Steel Door Glass	177.08
UNIFIED OFFICE SERVICES	164502	Office Supplies	88.71
Total WATER CIP EXPENDITURES:			540.17
Total WATER CAPITAL IMPROVEMENT FUND:			540.17
WASTEWATER FUND			
WASTEWATER EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	13536	Consulting Fee	530.40
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN13	Postage Meter	37.12
UNIFIED OFFICE SERVICES	164093	Office Supplies	25.51
UNIFIED OFFICE SERVICES	164368	Office Supplies	.45
UNIFIED OFFICE SERVICES	164699	Office Supplies	22.91
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400236607	ACCT. 241021000	172.76
AMERIPRIDE LINEN	2400236609	ACCT. 241076901	17.57
AMERIPRIDE LINEN	2410026820	ACCT. 241076900	360.46
L.L. GREEN'S HARDWARE	B171693	Lab Supplies	2.79
PIPECO, INC.	122627	Supplies	10.89
65-4350-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E235132	Chemicals	496.09
NORTH CENTRAL LABORATORI	322311	Chemicals	367.91
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	30377	Testing	1,400.00
NBS-NATIONAL BENEFIT SERVI	418145	HRA Admin Fees	62.57
PROTHMAN	2013-3844	Public Works Reference Checks	625.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	061313	License & Exam Fees forJeff Vert	175.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9706393469	ACCT. 965494438-00001	78.20
65-4350-5200 UTILITIES			
IDAHO POWER	2345750212-06	ACCT. 2345750212	7,493.50
IDAHO POWER	3568602365-06	ACCT. 3568602365	8.95
IDAHO POWER	9961104680-06	ACCT. 9961104680	37.18
OHIO GULCH TRANSFER STATI	06-344860	Dump Charges	6.70
OHIO GULCH TRANSFER STATI	06-344927	Dump Charges	4.00
UNITED OIL	735541	ACCT. 37270	48.88
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
RIVER RUN AUTO PARTS	6538-60095	Parts & Supplies	12.73
WOOD RIVER WELDING, INC.	152916	Bolts	5.36
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2410026820	ACCT. 241076900	109.98
VERIZON WIRELESS, BELLEVUE	9706393469	ACCT. 965494438-00001	32.77
Total WASTEWATER EXPENDITURES:			12,145.68
Total WASTEWATER FUND:			12,145.68
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7400 BUILDING FURNITURE & EQUIPMENT			
DELL MARKETING L.P.	XJ59F4473	Computer Supplies	274.38
GLASS MASTERS, INC.	72020	Steel Door Glass	177.08

Vendor Name	Invoice Number	Description	Net Invoice Amount
UNIFIED OFFICE SERVICES	164502	Office Supplies	88.71
Total WASTEWATER CIP EXPENDITURES:			540.17
Total WASTEWATER CAPITAL IMPROVE FND:			540.17
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6300 WHITE WATER PARK			
BUREAU OF LAND MANAGEME	052213	R&PP NEPA Review	50,000.00
S2O DESIGN AND ENGINEERING	110125	Environmental Assessment	5,074.40
93-4900-6800 KETCHUM ARTS COMMISSION			
GRANT OLSEN	062013	Cover Art	500.00
Total PARKS/REC TRUST EXPENDITURES:			55,574.40
Total PARKS/REC DEV TRUST FUND:			55,574.40
Grand Totals:			629,965.95

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 13 day of May, 2013, by and between the City of Ketchum, a municipal corporation operating under the laws of the State of Idaho ("City") and Sun Valley Center for the Arts, Inc., an Idaho non-profit corporation ("Grantor").

RECITALS

WHEREAS, Grantor owns that certain parcel of real property located at 191 5th St., Ketchum, ID 83340, more particularly described as Lot 4 BLK 35 (the "Property"); and

WHEREAS, the City Council of the City has approved construction of the Walkable Ketchum Project, which provides wayfinding and lighting in and around Ketchum relating to points of interest and providing directions to such points of interest (the "Project"); and

WHEREAS, the City desires a license to use the Property for the limited purposes hereinafter set forth; and

WHEREAS, Grantor desires to grant a license to the City for the limited purposes and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions made herein, the Parties agree as follows:

1. **License.** Grantor hereby grants a license to the City on, over and across the Property for the purpose of constructing, installing, maintaining and repairing interpretive signs and lighting ("Improvements") for the Project, including a pedestrian bollard on the southeast corner of the Property which is approximately five feet (5') high and eight inches by eight inches (8"x8") square.

2. **License Not Exclusive.** This Agreement does not extend to the City the right to use the Property to the exclusion of Grantor for any use, or of others' use to the extent authorized by law. The City's authorized use is also subject to the rights of holders of easements of record or obvious on inspection of the Property and statutory rights of utilities to use the Property. This Agreement it is not intended to, and shall not, preclude or impede the ability of Grantor to enter into other similar agreements in the future allowing third parties to also use its Property, or the ability of Grantor to maintain and improve the Property as authorized by law and as it determines, in its sole discretion, is appropriate.

3. **Maintenance; Failure to Maintain; Relocation of Utilities.** At its sole cost and expense, the City shall maintain the Improvements in good condition and repair and as required to satisfy applicable laws and sound engineering practices. The City shall have access over, across and under the Property for the purposes of accomplishing such repair and maintenance.

3.1 If the Easement is damaged as a result of:

(i) the performance by the City of the maintenance required by section 3 hereof, or the failure or neglect to perform such maintenance; and/or

(ii) the City's design, installation or use of the Improvements, regardless of cause;

at its sole cost and expense the City shall correct such deficiency and restore the Property to the same condition it was in prior thereto, and if the City shall fail or neglect to commence such correction and restoration within seventy-two (72) hours of notification thereof, Grantor may proceed to do so, in which event the City agrees to reimburse the Grantor for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of the Grantor.

3.2 Notwithstanding the provisions of section 3.1, should an emergency exist related to the City's use of this license which threatens the stability or function of the Property or the safety of the public use thereof, Grantor shall have the right to immediately perform, on behalf of, and at the cost of the City, necessary emergency repairs.

3.3 The City will be responsible for the relocation of any existing utilities located on the Property as may be required in connection with any construction or installation of Improvements by the City on the Property.

4. **Property and Personnel Rights.** The City may retain the services of such construction, landscaping and other professional firms as it deems necessary to build, operate and maintain its Improvements.

4.1 The City shall, upon Grantor's written request, promptly provide to Grantor a list identifying all personnel retained by the City, including but not limited to City employees, for work related to the Improvements. All such information shall be considered the City's confidential information and will not be released to third parties by Grantor or used for any improper purpose.

4.2 Grantor shall cooperate with the City's employees and retained personnel to provide reasonable access and information to said employees and personnel for the purposes of building, operating and maintaining the City's Improvements.

5. **Term and Termination.** This Agreement shall be effective upon its execution for a term of three (3) years from and after the date of its execution, unless terminated sooner as described herein. If the City defaults in the performance of any obligations incumbent upon it to perform hereunder, Grantor may terminate this Agreement and the rights extended to the City hereunder at any time, effective at the end of thirty (30) days following the date Grantor provides written notice of termination to the City, which notice shall specify such default(s). The City shall have thirty (30) days to correct and cure the specified defaults, and if so corrected and cured, to the reasonable satisfaction of Grantor, this Agreement shall not be terminated but shall continue in full force and effect.

6. **Renewal.** Upon expiration of the license term of three (3) years, the City shall have the right to renew this Agreement for additional periods of three (3) years, provided that: (a) the City is not in default at the time of any such renewal; and (b) the City shall give written

notice of its intention to renew this Agreement not later than ninety (90) days prior to the expiration of this Agreement. It is specifically agreed that the terms and conditions of this Agreement shall continue in full force and effect during any renewal term hereof.

7. **Fee.** There is no fee for the City's use of the Property as set forth herein.
8. **No Title in City.** The City shall no right, title or interest in or to the Property other than the right to use the same pursuant to the terms of this Agreement.
9. **No Costs to Grantor.** Any and all costs and expenses associated with the City's use of the Property, or any construction or installation of Improvements thereon, or the repair or maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of the City.
10. **Restoration on Termination.** Upon termination of this Agreement, the City will promptly remove all Improvements and restore the Property to at least its present condition. Grantor and the City may agree in writing that some or all of such Improvements are to remain on the Property following termination, and by entering into such an agreement the City thereby disclaims all right, title and interest in and to the same, and hereby grants such Improvements to Grantor at no cost.
11. **Indemnification.** To the extent allowed by the City's liability insurance policy, the City hereby indemnifies and holds Grantor harmless from and against any and all claims or arising out of the failure or neglect of the City to properly and reasonably make use of the Property as set forth herein, or properly construct, install, repair or maintain the Improvements thereon, or that result from the use and occupation of the Property by the City.
12. **Compliance with Law.** In connection with the City's use of the Property, throughout the term of this Agreement the City covenants and agrees to: (a) comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to the City's use of the Property.
13. **Assignment.** The City cannot sell, assign or otherwise transfer this Agreement, the license herein extended, or any of its rights hereunder except with the prior written consent of Grantor, which consent will not be granted unless the assignee assumes all obligations, warranties, covenants and agreements of the City contained herein.
14. **Attorneys' Fees.** In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
15. **Notice.** Any notice under this Agreement shall be in writing and be delivered in person, or by United States mail, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or such other addresses as the parties may from time to time direct in

writing by notice give to the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States mail, (c) the day of delivery to the overnight courier, or (d) the day facsimile delivery is electronically confirmed.

City:
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Grantor:
Sun Valley Center for the Arts
ATTN: Sally Boettger
P.O. Box 656
Sun Valley, ID 83353

16. **Successors and Assigns.** This Agreement, the license herein extended, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and, if consented to by Grantor under section 13 herein, the City's assigns.

17. **No Recordation.** This Agreement shall not be recorded in the Official Real Property Records of Blaine County, Idaho.

18. **Independent Contractors.** The Parties hereto agree that their relationship is that of independent contractors, and nothing in this Agreement shall create, nor be deemed to create, a joint venture, partnership, principal/agent relationship, employer/employee relationship, or any other form of relationship other than that of independent contractors.

19. **Amendment.** This Agreement may only be amended in writing signed by an authorized representative of the City and Grantor.

20. **Waiver.** The failure of either Party to enforce any provision hereof at any time shall not be construed to be a waiver of such provision nor of the right of that Party to thereafter enforce each and every provision of this Agreement.

21. **Remedies.** Upon breach of any of the covenants, conditions, rights or obligations herein, the Parties agree that the non-breaching party may institute legal proceedings to enforce this Agreement, and seek all legal and equitable relief to which such non-breaching party may be entitled, including specific performance and injunctive relief.

22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or understandings with respect to this Agreement.

23. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

24. **Survival.** In the event any clause or provision of this Agreement is declared by any court to be invalid or unenforceable for any reason, such invalid or unenforceable clause or

provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

25. **Warranty of Authority to Execute.** The persons executing this Agreement on behalf of the City and Grantor represent and warrant that they have authorization to do so on behalf of the City and Grantor, respectively, and that upon execution of this Agreement the same is binding upon, and shall inure to the benefit of the Parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

GRANTOR:

Sun Valley Center for the Arts
By: *Kristen Paore*
Its: *Artistic Director*

CITY OF KETCHUM

Randy Hall
By: Randy Hall
Its: Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk/Treasurer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2013, by and between the City of Ketchum, a municipal corporation operating under the laws of the State of Idaho (“City”) and Ketchum Urban Renewal Agency, a political subdivision of the State of Idaho (“Grantor”).

RECITALS

WHEREAS, Grantor owns that certain parcel of real property located at 491 E. Sun Valley Road, Ketchum, Idaho 83340, and more particularly described as Ketchum Lot 5 & 6, BLK 24, Blaine County, Idaho (the “Property”); and

WHEREAS, the City Council of the City has approved construction of the Walkable Ketchum Project, which provides wayfinding and lighting in and around Ketchum relating to points of interest and providing directions to such points of interest (the “Project”); and

WHEREAS, the City desires a license to use the Property for the limited purposes hereinafter set forth; and

WHEREAS, Grantor desires to grant a license to the City for the limited purposes and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions made herein, the Parties agree as follows:

1. **License.** Grantor hereby grants a license to the City on, over and across the Property for the purpose of constructing, installing, maintaining and repairing interpretive signs, maps, and lighting (“Improvements”) for the Project, including a map on the existing sign post at the Visitors Center located on the Property.

2. **License Not Exclusive.** This Agreement does not extend to the City the right to use the Property to the exclusion of Grantor for any use, or of others’ use to the extent authorized by law. The City’s authorized use is also subject to the rights of holders of easements of record or obvious on inspection of the Property and statutory rights of utilities to use the Property. This Agreement it is not intended to, and shall not, preclude or impede the ability of Grantor to enter into other similar agreements in the future allowing third parties to also use its Property, or the ability of Grantor to maintain and improve the Property as authorized by law and as it determines, in its sole discretion, is appropriate.

3. **Maintenance; Failure to Maintain; Relocation of Utilities.** At its sole cost and expense, the City shall maintain the Improvements in good condition and repair and as required to satisfy applicable laws and sound engineering practices. The City shall have access over, across and under the Property for the purposes of accomplishing such repair and maintenance.

3.1 If the Easement is damaged as a result of:

(i) the performance by the City of the maintenance required by section 3 hereof, or the failure or neglect to perform such maintenance; and/or

(ii) the City's design, installation or use of the Improvements, regardless of cause;

at its sole cost and expense the City shall correct such deficiency and restore the Property to the same condition it was in prior thereto, and if the City shall fail or neglect to commence such correction and restoration within seventy-two (72) hours of notification thereof, Grantor may proceed to do so, in which event the City agrees to reimburse the Grantor for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of the Grantor.

3.2 Notwithstanding the provisions of section 3.1, should an emergency exist related to the City's use of this license which threatens the stability or function of the Property or the safety of the public use thereof, Grantor shall have the right to immediately perform, on behalf of, and at the cost of the City, necessary emergency repairs.

3.3 The City will be responsible for the relocation of any existing utilities located on the Property as may be required in connection with any construction or installation of Improvements by the City on the Property.

4. **Property and Personnel Rights.** The City may retain the services of such construction, landscaping and other professional firms as it deems necessary to build, operate and maintain its Improvements.

4.1 The City shall, upon Grantor's written request, promptly provide to Grantor a list identifying all personnel retained by the City, including but not limited to City employees, for work related to the Improvements. All such information shall be considered the City's confidential information and will not be released to third parties by Grantor or used for any improper purpose.

4.2 Grantor shall cooperate with the City's employees and retained personnel to provide reasonable access and information to said employees and personnel for the purposes of building, operating and maintaining the City's Improvements.

5. **Term and Termination.** This Agreement shall be effective upon its execution for a term of three (3) years from and after the date of its execution, unless terminated sooner as described herein. If the City defaults in the performance of any obligations incumbent upon it to perform hereunder, Grantor may terminate this Agreement and the rights extended to the City hereunder at any time, effective at the end of thirty (30) days following the date Grantor provides written notice of termination to the City, which notice shall specify such default(s). The City shall have thirty (30) days to correct and cure the specified defaults, and if so corrected and cured, to the reasonable satisfaction of Grantor, this Agreement shall not be terminated but shall continue in full force and effect.

6. **Renewal.** Upon expiration of the license term of three (3) years, the City shall have the right to renew this Agreement for additional periods of three (3) years, provided that: (a) the City is not in default at the time of any such renewal; and (b) the City shall give written

notice of its intention to renew this Agreement not later than ninety (90) days prior to the expiration of this Agreement. It is specifically agreed that the terms and conditions of this Agreement shall continue in full force and effect during any renewal term hereof.

7. **Fee.** There is no fee for the City's use of the Property as set forth herein.
8. **No Title in City.** The City shall no right, title or interest in or to the Property other than the right to use the same pursuant to the terms of this Agreement.
9. **No Costs to Grantor.** Any and all costs and expenses associated with the City's use of the Property, or any construction or installation of Improvements thereon, or the repair or maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of the City.
10. **Restoration on Termination.** Upon termination of this Agreement, the City will promptly remove all Improvements and restore the Property to at least its present condition. Grantor and the City may agree in writing that some or all of such Improvements are to remain on the Property following termination, and by entering into such an agreement the City thereby disclaims all right, title and interest in and to the same, and hereby grants such Improvements to Grantor at no cost.
11. **Indemnification.** To the extent allowed by the City's liability insurance policy, the City hereby indemnifies and holds Grantor harmless from and against any and all claims or arising out of the failure or neglect of the City to properly and reasonably make use of the Property as set forth herein, or properly construct, install, repair or maintain the Improvements thereon, or that result from the use and occupation of the Property by the City.
12. **Compliance with Law.** In connection with the City's use of the Property, throughout the term of this Agreement the City covenants and agrees to: (a) comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to the City's use of the Property.
13. **Assignment.** The City cannot sell, assign or otherwise transfer this Agreement, the license herein extended, or any of its rights hereunder except with the prior written consent of Grantor, which consent will not be granted unless the assignee assumes all obligations, warranties, covenants and agreements of the City contained herein.
14. **Attorneys' Fees.** In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.
15. **Notice.** Any notice under this Agreement shall be in writing and be delivered in person, or by United States mail, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or such other addresses as the parties may from time to time direct in

writing by notice give to the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States mail, (c) the day of delivery to the overnight courier, or (d) the day facsimile delivery is electronically confirmed.

City:
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Grantor:
Ketchum URA
ATTN: Gary Marks
P.O. Box 2315
Ketchum, ID 83340

16. **Successors and Assigns.** This Agreement, the license herein extended, and the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and, if consented to by Grantor under section 13 herein, the City's assigns.

17. **No Recordation.** This Agreement shall not be recorded in the Official Real Property Records of Blaine County, Idaho.

18. **Independent Contractors.** The Parties hereto agree that their relationship is that of independent contractors, and nothing in this Agreement shall create, nor be deemed to create, a joint venture, partnership, principal/agent relationship, employer/employee relationship, or any other form of relationship other than that of independent contractors.

19. **Amendment.** This Agreement may only be amended in writing signed by an authorized representative of the City and Grantor.

20. **Waiver.** The failure of either Party to enforce any provision hereof at any time shall not be construed to be a waiver of such provision nor of the right of that Party to thereafter enforce each and every provision of this Agreement.

21. **Remedies.** Upon breach of any of the covenants, conditions, rights or obligations herein, the Parties agree that the non-breaching party may institute legal proceedings to enforce this Agreement, and seek all legal and equitable relief to which such non-breaching party may be entitled, including specific performance and injunctive relief.

22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements or understandings with respect to this Agreement.

23. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

24. **Survival.** In the event any clause or provision of this Agreement is declared by any court to be invalid or unenforceable for any reason, such invalid or unenforceable clause or

provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

25. **Warranty of Authority to Execute.** The persons executing this Agreement on behalf of the City and Grantor represent and warrant that they have authorization to do so on behalf of the City and Grantor, respectively, and that upon execution of this Agreement the same is binding upon, and shall inure to the benefit of the Parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

GRANTOR:

By: _____
Its: _____

CITY OF KETCHUM

By: Randy Hall
Its: Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk/Treasurer

<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
Desperados	X		X			7/1/2013
B Restaurnat & Bar	X	X			X	7/1/2013
Rico's Pizza & Pasta	X		X			7/1/2013
River Run Lodge	X				X	7/1/2013
Warm Springs Lodge	X				X	7/1/2013
Rickshaw	X		X			7/1/2013
Grill at Knob Hill	X				X	7/1/2013
Main Street Market	X	X	X	X		7/1/2013
Raspberry's Restaurant	X	X	X	X		7/1/2013
The Burger Grill	X		X			7/1/2013
La Cabanita Mex	X		X			7/1/2013
IL Naso	X		X			7/1/2013
The Kneadery	X		X			7/1/2013
The Cellar Pub	X	X	X	X	X	7/1/2013
Sushi on Second	X	X	X			7/1/2013
Wonderful House	X		X			7/1/2013

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. 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. 3892 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 DESPEÑADOS INC
 D/B/A DESPEÑOS MEXICAN WITH ALTITUDE
 Mailing Address POB 1644 KETCHUM
 Phone Number 208-726-3068

Physical Address of business where license will be displayed 211 FORWARD STR.

Record owner of the property JAMES FUNK

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)

JAMES FUNK - PRESIDENT CANDACE A FUNK - SEC OF TREAS
130 GAMMATT RD BELLEVUE ID - 83312

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 ___ day of _____

[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 400.00

License No. 39A

Approved by City of Ketchum, ID ___

By _____ Mayor

7-1-13.

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: \$ ~~700~~ - 810.00

STATE LICENSE NO. 3629 COUNTY LICENSE NO. 5551 (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 SUN VALLEY HOSPITALITY GROUP, LLC.

D/B/A B. RESTAURANT & BAR

Mailing Address BOX 1581, KETCHUM

Phone Number 208-727-0000

Physical Address of business where license will be displayed 200 N. MAIN ST KETCHUM

Record owner of the property KERRY ARMSTRONG

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: JOHN BEIKER, TIMUR BEIKER
KEREM BEIKER

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 13 day of JUNE, 2013

[Signature]
Notary Public or City Clerk or Deputy



License Fee Received \$ 810.00

License No. 1526A

Approved by City of Ketchum, ID 7-1-13.

By _____ Mayor

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 Fee \$ 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: \$ 400⁰⁰

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 Funk Thought Inc.
 D/B/A Rico's Pizza & Pasta
 Mailing Address PO box 1743 Ketchum
 Phone Number 208-726-7426

Physical Address of business where license will be displayed 200 N. main St.

Record owner of the property Kenny Armstrong

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)
Richard Albright, President / Amy Albright, Secretary PO box 1743 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 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature] Relation to Business _____

Subscribed and sworn to before me this _____ day of _____,

Kathleen Schwankeberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400⁰⁰

License No. 450 A

Approved by City of Ketchum, ID _____ By _____ Mayor

7-1-13

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 | 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. | WINE LICENSE | |
| | <input type="checkbox"/> Wine, to be consumed on premises: | \$ 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <input checked="" type="checkbox"/> Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>760.00</u> |

STATE LICENSE NO. 1556 COUNTY LICENSE NO. 21 (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 Sun Valley Company
 D/B/A River Run Lodge
 Mailing Address P.O. Box 10 Sun Valley, ID 83353
 Phone Number 208-622-4111

Physical Address of business where license will be displayed 500 River Run Plaza

Record owner of the property Sun Valley Resorts

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)

Please See Attachment

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 Vice President / General Manager

Subscribed and sworn to before me this 12th day of June, 2013.

[Signature]
Notary Public or City Clerk or Deputy Comm. Expires 2/21/14

License Fee Received \$ 760.00 KS

License No. 1339A

Approved by City of Ketchum, ID _____

By _____ Mayor

7-1-13

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: \$ 760.00

STATE LICENSE NO. 1556 COUNTY LICENSE NO. 21 (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 Sun Valley Company
 D/B/A Warm Springs Lodge
 Mailing Address P.O. Box 10 Sun Valley, ID 83353
 Phone Number 208-622-4111

Physical Address of business where license will be displayed 201 Picabo Street

Record owner of the property Sun Valley Resorts

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)

Please see Attachment

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

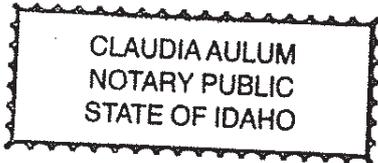
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business Vice President / General Manager

Subscribed and sworn to before me this 12th day of JUNE, 2013.

[Signature] Comm. Expires 2/21/19
Notary Public or City Clerk or Deputy



License Fee Received \$ 760.00 KS

License No. 49A

Approved by City of Ketchum, ID _____

By _____ Mayor

7-1-13

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 Fee \$ 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. _____ 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 ANDREAS HEAPHY

D/B/A RICKSHAW

Mailing Address PO BOX 10200, KETCHUM, 83340

Phone Number 208-726-8481

Physical Address of business where license will be displayed 460 WASHINGTON AVE, KETCHUM

Record owner of the property KIMBERLY JONES

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? S-CORP / YES (If a corporation, attach list of names and addresses)

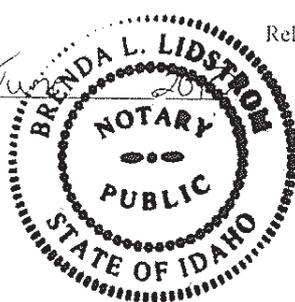
ATTACHED

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 19th day of June 2013
Brenda L. Lidstrom
Notary Public or City Clerk or Deputy



License Fee Received \$ 400 KS

License No. B54A

Approved by City of Ketchum, ID _____

By _____ Mayor

7-1-13

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 Fee \$ 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: \$ 760.00

STATE LICENSE NO. 3875 COUNTY LICENSE NO. 128 (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 Dunn Deal LLC
 D/B/A Grill at Knob Hill
 Mailing Address Po Box 3352, Ketchum Id 83340
 Phone Number 208 726-8004
 Physical Address of business where license will be displayed 960 N. Main St. Ketchum
 Record owner of the property KHI

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)
Jolie Dunn, Robert Dunn Po Box 3352 Ketchum 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 [Signature] Relation to Business Member/owner.

Subscribed and sworn to before me this 18 day of June 2013

Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 760 KS

License No. 1352 A

Approved by City of Ketchum, ID _____ By _____ Mayor

7-1-13

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: \$ ~~1400~~ 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 Ketchum Grocery LLC
 D/B/A Main St Market
 Mailing Address Po Box 5570 Ketchum ID 83340
 Phone Number 208.725.2222

Physical Address of business where license will be displayed 100 W. Main St. Ketchum ID 83346

Record owner of the property

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? N/A (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners: N/A

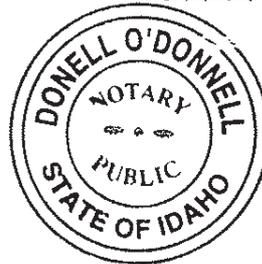
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Steven D. Hill

Relation to Business Managing Member

Subscribed and sworn to before me this 6th day of June 2013

Donell O'Donnell
Notary Public or City Clerk or Deputy



License Fee Received \$ 650.00 KS

License No. 1354A

Approved by City of Ketchum, ID

By _____ Mayor

7-1-13

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 | 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. | WINE LICENSE | |
| | <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. | LIQUOR LICENSE | |
| | <input type="checkbox"/> Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>650.00</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 RASBERRY'S RESTAURANT LLC

D/B/A _____

Mailing Address PO BOX 8920, KETCHUM, ID 83340

Phone Number 208 726-0606

Physical Address of business where license will be displayed 411 5th STREET, LOWER LEVEL, KETCHUM, ID 83340

Record owner of the property BETTY SWANSON

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: CALLIE RASBERRY - PO BOX 8920, KETCHUM, ID 83340

MAEME RASBERRY - PO BOX 8920, KETCHUM, ID 83340

JON MCGOWAN PO BOX 6, SUN VALLEY ID 83353

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 892) City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business member

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

Brenda L. Lidstrom
Notary Public or City Clerk or Deputy

License Fee Received \$ 650.00

License No. 886A

Approved by City of Ketchum, ID _____

By _____ Mayor

7-1-13

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. 2065 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 Burger Grill Ketchum Inc
 D/B/A The Burger Grill
 Mailing Address P.O. Box 6159 Ketchum, ID 83340
 Phone Number 208-726-7733

Physical Address of business where license will be displayed 371 N. Main St., Ketchum, ID.

Record owner of the property Fran Jones (Allstar Properties)

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 X

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)

Antonio Ortega, P.O. Box 4715, Hailey, ID 83333 / John Neely (deceased)

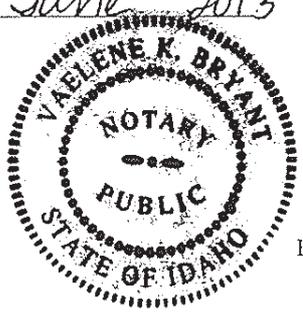
If a partnership, give the names and addresses of all partners: _____

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 Antonio Ortega Relation to Business Co-owner

Subscribed and sworn to before me this 5th day of June 2013

Vaelene K. Bryant
Notary Public or City Clerk or Deputy



License Fee Received \$ 400 KS

License No. 693A

Approved by City of Ketchum, ID _____

By _____ Mayor

7-1-13

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

STATE LICENSE NO. 10603 COUNTY LICENSE NO. 21 (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 Rodolfo Armenta

D/B/A La Cabanita Mex

Mailing Address PO Box 3539 Ketchum ID 83340

Phone Number 208-725-5001

Physical Address of business where license will be displayed 160 W 5th St

Record owner of the property ROBERT HANNAH

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 [checked]

If Applicant Is A Partnership or Corporation:

Is the corporation authorized to do business in Idaho? NO (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 Rodolfo Armenta Relation to Business Owner

Subscribed and sworn to before me this day of

Kathleen Schwabinger Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 1174A

Approved by City of Ketchum, ID

By Mayor

7-1-13

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 | 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. | WINE LICENSE | | |
| | <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. | LIQUOR LICENSE | | |
| | <input type="checkbox"/> Liquor by the drink | \$ | 560.00 |
| | | Total Due: | \$ <u>400</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 Oscar, LLC
 D/B/A JL Naso
 Mailing Address Po Box 1318, Ketchum, ID 83340
 Phone Number _____

Physical Address of business where license will be displayed 480 Washington Ave N., Ketchum, ID 83340
 Record owner of the property Kim Jones (~~owns~~ ^{owns} building/landlord)

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

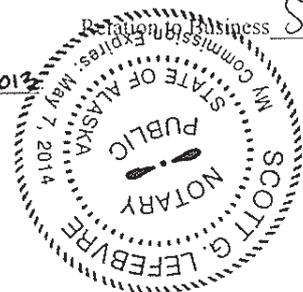
If Applicant Is A Partnership or Corporation: Is the corporation authorized to do business in Idaho? Yes (If a corporation, attach list of names and addresses)

James E Foster, Sole member
2917 TRUMAN AVE, ANCHORAGE, AK 99517
 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 James Foster JL Sole member

Subscribed and sworn to before me this 14th day of JUNE, 2013.
[Signature]
 Notary Public or City Clerk or Deputy



License Fee Received \$ 400.00
 License No. 21

Approved by City of Ketchum, ID _____ By _____ Mayor
7-1-13

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

- | | | |
|----|---|-----------------------------|
| 1. | BEER LICENSE | 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. | WINE LICENSE | |
| | <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. | LIQUOR LICENSE | |
| | <input type="checkbox"/> Liquor by the drink | \$ 560.00 |
| | | Total Due: \$ <u>480.00</u> |

STATE LICENSE NO. 29865 COUNTY LICENSE NO. 3 (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 RRR, LLC

D/B/A The Keadery

Mailing Address PO Box 7278, Ketchum, ID 83340

Phone Number 208-721-9442

Physical Address of business where license will be displayed 260 Leaville Ave., Ketchum, ID 83340

Record owner of the property Duffy + Sheila Whitmer

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 X

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)

attached

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 Duffy Witmer

Relation to Business Owner

Subscribed and sworn to before me this ___ day of _____, _____

Kathleen Schwafesberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400KS

License No. 1216A

Approved by City of Ketchum, ID ___

By _____ Mayor

7-1-13

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: \$ 810.00

STATE LICENSE NO. 1530 COUNTY LICENSE NO. 7 (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 THE PUB, INC
 D/B/A THE CELLAR PUB
 Mailing Address BX 3206 KETCHUM, ID
 Phone Number 622-3832
 Physical Address of business where license will be displayed 400 SUN VALLEY RD
 Record owner of the property VEB WERT & ASSOC

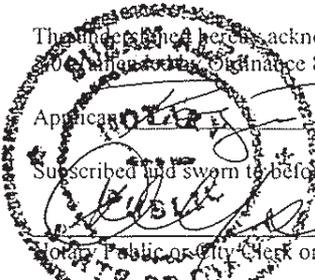
Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, 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: (SEE ATTACHMENT)

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 20, Chapter 10, Ordinance 882), City of Ketchum, Idaho, Blaine County.



Applicant [Signature] Relation to Business TREASURER

Subscribed and sworn to before me this 21 day of June, 2013

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

License Fee Received \$ 810.00

License No. 485A

Approved by City of Ketchum, ID _____ By _____ Mayor

7-1-13

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: \$ 450.00

STATE LICENSE NO. 2067 COUNTY LICENSE NO. 8 (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 SUSHI ON SECOND, INC
 D/B/A SUSHI ON SECOND
 Mailing Address BOX 326
 Phone Number 726.9319

Physical Address of business where license will be displayed 260 SECOND ST

Record owner of the property ENGLE + ASSOC

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)

JILL ROLAND BOX 221 KETCHUM, DAILE GRIFFITH-LETHBRIDGE BOX 1220

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

The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 10 (Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Jill Roland

Relation to Business President

Subscribed and sworn to before me this 21 day of June, 2013

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

License Fee Received 450.00 KS.

License No. 571A

Approved by City of Ketchum, ID

By _____ Mayor

7-1-13

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 Fee \$ 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

STATE LICENSE NO. 5295 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 Wonderful House, Inc

D/B/A Wonderful House

Mailing Address Box 6380 Ketchum

Phone Number 208-726-2688

Physical Address of business where license will be displayed 531 Main St N.

Record owner of the property Scott Curtis

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)

Tom Law Box 6380 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 [Signature]

Relation to Business owner

Subscribed and sworn to before me this _____ day of _____, _____.

Kathleen Schneiderberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 801A

Approved by City of Ketchum, ID _____

By _____ Mayor

7-1-13