



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, May 4, 2015, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. CONSENT CALENDAR
 - a. Approval of Minutes: March 2, 2015, March 27, 2015 and April 20, 2015.
 - b. Approval of Current Bills and Payroll Summary.
 - c. Farnlun Park Expenditure Authorization – Juerg Stauffacher, Parks and Natural Resources Superintendent.
 - d. 2015 Cooperative Fire Protection Agreement with the BLM and the Forest Service – Mike Elle, Fire Chief.
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
 - b. Appointments & Proclamations:
 - i. Kids to Parks Day Proclamation.
4. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
5. PUBLIC HEARINGS.
 - a. Vue Townhomes Townhouse Subdivision Final Plat (*continued to May 18, 2015*) - Rebecca Bundy, Senior Planner.
 - b. Basecamp Townhomes (formerly Schoolhouse Townhomes) Townhouse Subdivision Final Plat – Rebecca Bundy, Senior Planner.
6. COMMUNICATIONS FROM STAFF.
 - a. Art in Public Places Agreements – Jen Smith, Director of Parks and Recreation.
 - b. Refunding of the 2006A Water Revenue Bonds – Sandy Cady, City Treasurer/Clerk.
7. ORDINANCES AND RESOLUTIONS.
 - a. Ordinance 1134: Intermountain Gas Franchise (first reading) – Stephanie Bonney, City Attorney.
8. ADJOURNMENT.

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. 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 by calling 726-3841.

Your participation and input is greatly appreciated. We would like to make this as easy as possible and familiarize you with the process. If you plan to speak, please follow the protocol below.

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 5:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

Public comment on other agenda items is at the discretion of the Mayor and City Council.

Public comments may also be sent via email to participate@ketchumidaho.org

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Thank you for your participation.

We look forward to hearing from you!



City Council

Regular Meeting

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Monday, March 2, 2015

5:30 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Anne Corrock
Councilor Baird Gourlay
Councilor Jim Slanetz

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Stephanie Bonney
Director of Planning and Building Micah Austin
Public Works Director/City Engineer Robyn Mattison
Ketchum City Treasurer/Clerk Sandra Cady

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 6:02 p.m.

2. CONSENT CALENDAR

- a. **Approval of Minutes: February 2, 2015**
- b. **Approval of Current Bills and Payroll Summary.**
- c. **Landscaping Security Agreement for 411 East Sixth Street, LLC.**
- d. **Voluntary Sales and Use Tax Agreement with Younique LLC.**

Motion to approve the consent calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

Councilor Anne Corrock commented that it may be nice to have a bookmark handout regarding idling ordinance, smoking ordinance, dark sky ordinance, etc. Mayor Nina commented that there have been discussions of doing envelope cards. Councilor Anne Corrock clarified it would be something to help educate people.

Council President Michael David commented on the Sun Valley Film Festival coming up and the Family of Women Film Festival that took place, and encouraged everyone to support them. The Gallery Walk is on the 13th.

Councilor Baird Gourlay advised everyone that the US Ski Team Nationals are coming to the Valley in 2016 and 2018. Spring Series is coming this April and he has been asked to sit on a subcommittee to help promote and brand and to be sure the kids have a great time while they're here. There is an event request that just came in today for an awards ceremony in town square the night of April 2nd that he is requesting the council waive the fees for.

4. COMMUNICATIONS FROM THE PUBLIC.

a. Update on the Big Wood River Bridge Project – Mike Pepper, KMP Planning.

Steve Hunter, Project Manager for the Bigwood River Bridge Project, updated the Council on the Environmental Impact Statement. It was approved and ratified in 2008, small changes can be made, but they must follow good engineering and sound judgement. They have finished the design, the speed limit will go down to 35 mph, following construction they will do a speed study and set the limit accordingly. The EIS specifically says they will not allow any irrigation within the ITD right of way. Based on the EIS they have written a letter to Lane Ranch that the portion they irrigate in the right-of-way will no longer be allowed. Another commitment that was made in the EIS was for a species of plants that will be planted back. They are trying to discourage wildlife from being up near the roadway. They will plant species that the deer and elk do not like. They are hoping to have final design plans in April and an open house in May.

Councilor Baird Gourlay asked about the timeline. Steve Hunter said final design is expected in April, it will be presented at the open house in May. By September 30 they will have all formal documents completed and ready to go to bid. They are planning to remove some of the trees in September, The stumps won't be removed, but will be cut down for nest habitats.

Councilor Anne Corrock clarified that actual construction would begin in January of 2016.

Mike Pepper, KMP Planning, commented on the aesthetics on the bridge. It is budget contingent. Steve Hunter commented that they are hoping to meet with the art committee this month. ITD has indicated they will spend no money on the aesthetics. Hopefully they can come up with something creative that could be used for other projects as well.

Mayor Nina Jonas encouraged ITD to continue working with the Arts Commission.

5. ORDINANCES AND RESOLUTIONS.

a. Ordinance Number 1129: Water Revenue Bond for Water Improvement Project - Robyn Mattison, Public Works Director/City Engineer.

Robyn Mattison, Public Works Director/City Engineer, introduced Ordinance 1129. The Ketchum Springs Water System is an older private system that the city acquired in the 1980's. The public works department is in the process of abandoning that system, it will be beneficial to move onto a newer system for many reasons. Currently there is a rebate program that is offered for people who move off that system and move over to the newer municipal line. There is an opportunity to get a state refunding loan from the State Department of Environmental Quality for this project. Part of the project is installing water meters, and that will be funded through this loan. It is a twenty year loan, at 2.75% interest rate. Ketchum is not eligible for principal forgiveness. The loan terms require an update to the master plan,

and environmental assessment on the proposed project which will also be included in the loan. Any of the work on private property is not included in the loan. The work on private property will need to be funded by the property owner. Staff is recommending that either the property owner pay a 100% at the time, or have the option of it be funded through a local improvement district. Benefits of the project include a savings of \$23,000 from repairing the system, reducing system loss and less pumping requirements. The city will need to obtain debt approval through a bond election to receive the loan.

Councilor Anne Corrock asked if the rebate program will go away. Robyn Mattison's suggestion is to repeal that resolution.

Stephanie Bonney, City Attorney, clarified that it is a revenue bond, so only the users of the water system would pay towards this.

Councilor Anne Corrock asked if there will be a different amount for each person. Robyn Mattison clarified that they would determine that when they start setting up the LID.

Stephanie Bonney clarified that if approved by the voters it gives the council the authority to enter into a loan.

Motion to approve the first reading of Ordinance 1129 providing for the acquisition and construction of improvements to the domestic water system facilities of the city of Ketchum, Idaho; calling for a special election for the submission to the qualified electors of the city the question of incurring an indebtedness and issuing the revenue bonds of the city in a principal amount not to exceed \$449,000 to pay the cost thereof; establishing the date and time of election; approving a form of ballot and providing for notice of the special bond election; providing for registration of voters; providing for related matters and providing an effective date.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

b. Ordinance Number 1130: Amending the Municipal Code – Micah Austin, Planning & Building Director.

Micah Austin, Planning and Building Director introduced Ordinance 1130 which will re-create the planning commission back into the code. They were removed from the code last year, this is putting it back in and provides the correct references to the state code.

Councilor Anne Corrock asked about how the term "residency" is defined.

Stephanie Bonney, City Attorney, said residency is defined through state statute and case law. The number one thing you look at is if someone claims a homeowner exemption, it cannot be strictly defined through the code. They can define "residency" as someone who resides in city limits.

Micah Austin clarified that the council can vet a commissioner as they see fit.

Motion to waive all 3 readings of Ordinance of 1130.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

Motion to adopt Ordinance Number 1130, amending Ketchum Municipal Code by adding Chapter 12, Planning and Zoning Commission to Title 4, Commissions and Boards, including definitions, creating a Planning and Zoning Commission, establishing number of members to be appointed, establishing term of office, and requiring compliance with 67-6504; providing a savings and severability clause; providing for repeal of conflicting ordinances; providing for codification; providing for publication; and, providing an effective date.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

c. Resolution 15-009: Amendment to the Planning and Zoning Commission By-Laws – Micah Austin, Planning & Building Director.

Micah Austin, Planning and Building Director, went over the proposed bylaws.

Suzanne Frick, City Administrator commented that the ordinance and this resolution do not currently require residency of planning commissioners.

Micah Austin clarified that state code requires three commissioners be residents and two commissioners can be outside the city but inside the area of impact.

Suzanne Frick suggested the residency be made clear in the bylaws.

Motion to adopt Resolution 15-009 amending by-laws for the Ketchum Planning and Zoning Commission with the change on page two to add the wordage from the state code on the three commission members residing in the city limits and two being in the area of impact.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anne Corrock, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

6. COMMUNICATIONS FROM STAFF.

a. Letter to Idaho Public Utility Commission Regarding Solar – Rebecca Bundy, Senior Planner.

Micah Austin, Planning and Building Director, presented the proposed letter to the Council. Idaho Power proposed to adjust its arrangements it has with people who generate power themselves. In the past it has been a twenty year contract, according to the PURPA requirements, they are proposing changing it to a two year contract. It makes it difficult for small generators to make it pencil out. The letter is the recommended letter the city would send to the Idaho Public Utilities Commission to be signed by Mayor Jonas, and outlines the city's position on this particular item.

Karen McCaw, Ketchum resident, commented on the history of PURPA, Idaho Power, independent clean energy and solar resources.

Suzanne Frick, City Administrator, commented that the Ketchum Energy Advisory Committee has been working on this diligently and encouraged the council support the letter.

The council expressed their support of the letter.

Motion to authorize the Mayor to sign the City of Ketchum position letter.

RESULT:	AUTHORIZED [UNANIMOUS]
MOVER:	Jim Slanetz, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

b. Ore Wagon Museum Solar Photovoltaic System Contract Award – Rebecca Bundy, Senior Planner.

Micah Austin, Planning and Building Director, presented the project. This is a 20KW solar system on the Ore Wagon Museum. It is lease operated by Sagebrush Solar. Staff is recommending council approve the contract with Sagebrush Solar.

Suzanne Frick, City Administrator, added that there is an educational component to inform the public to broaden the awareness of solar.

Billy Mann, Sagebrush Solar, commented that when they originally looked into buying a system, they realized that without the federal tax credits, the city would be in the hole at the end of the project. They determined a lease would bring the federal incentives into play, and they could share those incentives with the City. Instead of losing \$13,000 the city will save about \$6,000.

Councilor Baird Gourlay asked about the lease contract for long term, clarifying the Council could not bind a future council.

Stephanie Bonney, City Attorney, clarified that the contract must have a non-appropriation clause. Billy Mann commented there would be a buyout clause. Stephanie Bonney said that would be problematic. Stephanie Bonney suggested making enough of a down payment in the first year to give the investors comfort that if it was terminated they would not be out any money. Billy Mann commented that they could work through these issues when they do the lease.

Suzanne Frick clarified that they are asking for the authorizing to sit down and negotiate. If there are any big issues they will return to the council.

Councilor Baird Gourlay clarified that after the 25 year lease the panels revert back to the city.

Billy Mann clarified the lifespan of the panels is probably 30 of the 50 years

Motion to authorize staff to negotiate and execute a contract for the Ore Wagon Museum Solar Photovoltaic System to Sagebrush Solar per the terms outlined in the Sagebrush Solar, Ketchum Ore Wagon Museum Solar PV proposal, received February 10, 2015.

RESULT:	AUTHORIZED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

c. Cooperative Road Maintenance MOU with Blaine County – Brian Christiansen, Street Superintendent.

Brian Christiansen, Street Superintendent, went over the MOU with Blaine County Road and Bridge.

Councilor Anne Corrock clarified that the city does this every year.

Motion to approve the Memorandum of Understanding between the City of Ketchum and Blaine County regarding Mutual Road Maintenance assistance.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

d. Contract for Services with Sun Valley Events for Wagon Days Event Coordination – Lisa Enourato, Assistant to the City Administrator.

Lisa Enourato, Assistant to the City Administrator, introduced the contract for services. Stephanie Bonney suggested a couple of changes in the contract.

Councilor Baird Gourlay clarified the contract is for the same amount as the previous year.

Councilor Anne Corrock asked about the indemnification. Stephanie Bonney clarified that the city of Ketchum is responsible for its own agents and employees, and that Sun Valley Events is responsible for its own agents and employees. Stephanie suggested designating a volunteer coordinator, in order for the volunteers to be covered by the City.

Motion to approve the contract for services with Sun Valley Events, Inc. In the amount of \$25,000.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anne Corrock, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

e. Discussion of proposed letter to Blaine County Commissioners regarding the Bridge and Road Levy – Suzanne Frick, City Administrator.

Suzanne Frick went over what was discussed at the last meeting in regards to this agenda item. County Representatives, Angenie McCleary and Char Nelson, are present to address the Council regarding the Levy. Staff has revised the Ketchum priority list according to the comments made at the last meeting.

Angenie McCleary, County Commissioner, provided a list of what they are working towards with a 2015 Bridge and Road Levy, there can be a county only levy or a county levy for the county and city levy. The County would like to include the City in the levy, and would like a letter of support.

The current proposal is to levy for 3 million, approximately two-thirds would go to the county, and the remaining would be split by the cities according to their evaluation. The county is planning to improve their roads and bridges that are deteriorating. Their projects are focused solely on maintenance of the roads. They have recommendation from the Road and Bridge Department regarding which roads require the most maintenance.

Council President Michael David asked about the support from the other cities. Angenie McCleary commented that Bellevue has submitted a letter, the city of Hailey seems supportive, and they will likely submit a letter, but the county has not yet received a letter. Sun Valley is not supportive, Carey is supportive.

Council President Michael David asked for clarification of the reasoning behind the decision for a two year levy. Angenie McCleary clarified that they decided on a two year level because of the uncertainty of the state, Blaine County doesn't support a permanent levy at this point, they think the state needs to increase their funding.

Angenie McCleary commented the county has been actively involved with the legislature about raising the gas tax or registration fees. It seems that there has been more support this year. Blaine County is just finishing a poll to conduct in the county, if they will go forward with a May Election or if they will wait for a November election, dependent on what the state decides to do.

Council President Michael David commented that it is a tricky thing to write a letter of support, but then it is up to the voters. Angenie McCleary commented that is the reason they are doing a poll, to help determine what the voters may be willing to support.

Councilor Anne Corrock asked for clarification regarding who pays for the maintenance of the roads. Angenie McCleary clarified that the gas tax has remained stable for 20 years, and there is an increased cost in maintaining the roads. The county receives about 1.5 million dollars for road maintenance from the state. The transportation plan indicated that the county should have a budget of about 3 million dollars per year, the current budget is about 1.7 million.

Councilor Jim Slanetz commented on how the current gas tax is not adequate for maintaining the roads, and should be raised.

Councilor Baird Gourlay is generally in support of this, it has a direct impression on people when they come to the valley. He wants to make sure there are things in the Ketchum Area of Impact that are taken care of, especially Warm Spring Road, the paved part of it is completely falling apart. Councilor Gourlay would like there to be guarantees that those things are going to be done. It is an important road to be maintaining.

Angenie McCleary commented that the County has an agreement with the Forest Service to maintain that road. They are currently in a five year contract that expires in 2017. There is a 30 day clause where the county or the Forest Service can get out of the contract. The County does not receive any money for the maintenance of the road. They will need to take a hard look to determine if they can afford to continue to do the maintenance they do now. In addition to the maintenance they are working on a seven year maintenance agreement where they do one mile of intensive maintenance on Warm Springs Road each year. In 2013 the county spent a total of approximately \$160,000 on Warm Springs Road. They received \$26,000 from the state for that. It is an important, dangerous road and an expensive road to maintain.

Councilor Baird Gourlay clarified that it is not a county road after the pavement line. Angenie clarified that she was speaking towards the dirt part of the road.

Mayor Nina Jonas asked for clarification that the 6 miles from where the dirt starts to the hot springs costs \$160,000. Angenie said that is correct. Mayor Nina Jonas asked why they showed 18 miles on the Idaho State Road Revenue for the maintenance discussed. Angenie clarified that they don't have to maintain portions of that road.

Sarah Michael, District 4 Mobility Manager, Community Transportation Association, agrees with council comments, good roads are important for the economy. The Idaho legislature will decide this week if they will do any kind of sales tax. There is little momentum for gas tax or registration.

Councilor Baird Gourlay asked for clarification on when the levy would be put forward. Angenie McCleary said it is proposed for May, but it could go on next November.

Councilor Baird Gourlay asked for a county priority list. Angenie McCleary said they have a recommendations from staff but it has not come in front of the commission, and has not been made public yet. Angenie McCleary clarified that the board could have a discussion about that list. On the sheet she provided there is a number, in addition to the 54 bridges there is 120 miles of county roads that need to be prioritized. There may be an opportunity for the Council to provide input on the priorities. She is hesitant to give a list, when there is still tweaking what could happen.

Councilor Baird Gourlay commented that they can always renege their support.

Council President Michael David said it is important to offer support in order to show to the other cities. He trusts that they will recognize the priority of the roads.

Councilor Baird Gourlay can provide support tonight, and would like to see a document.

Councilor Anne Corrock commented that it is touchy recommending to our voters how to vote.

Angenie McCleary clarified that they are just clarifying if they are in support of a county/city levy.

Councilor Jim Slanetz is not opposed to putting it out the voters. Would like to see which way the state will go, it is ridiculous that the gas tax has not been increased, it is a lack of responsibility by the state to raise that tax.

Motion to communicate to the County Commissioners that the City of Ketchum prefers a bridge and road levy that includes city funding provided the county portion of Warm Springs Road is identified as a priority project and that other funding and initiatives are pursued with the state and approve the proposed projects for funding if the levy is approved.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

f. Recommendation to Request the KURA to Initiate Repayment of the Affordable Housing Loan Funds Provided by the City of Ketchum – Suzanne Frick, City Administrator.

Suzanne Frick commented that in 06-07 the URA purchased the lot at 1st and Washington and the City provided the money for the down payment from the affordable housing fund. Since then the city has provided additional affordable housing funds for the maintenance of the site and for down payment for the purchase of the property on Sun Valley Road and East Avenue. The total funds provided equal about 1,495,830. The transaction was not a loan, instead it was a transfer to facilitate construction of affordable housing at the site. The resolution stated that if funds were not used for construction of affordable housing the funds should be transferred back to the City of Ketchum. The feasibility of constructing affordable housing at the 1st and Washington site is in question because of the market conditions. It is unlikely that a project will be developed at that site, other projects may be feasible at that site, but they do not include affordable housing. Based on these factors staff is recommending the council request the URA to initiate the repayment of the affordable housing funds. This would provide the city with funding to support affordable housing initiatives, such as funding for the Blaine County Housing Authority. The second benefit would be to remove the affordable housing obligation from the 1st and Washington site, which would improve the feasibility of development of that site. Council should consider if the full amount should be repaid or if the council is willing to discount the amount based on market conditions.

Councilor Baird Gourlay clarified with Stephanie Bonney that council members who are URA members do not need to recuse themselves.

Councilor Anne Corrock asked about discounting the in-lieu housing funds, if that would be legal.

Stephanie Bonney, City Attorney, commented that the city took those funds and invested it in real estate, there is not a legal issue with discounting the money.

Councilor Anne Corrock would not support discounting the money.

Councilor Jim Slanetz, commented that it is an encumbrance on the property. Suzanne Frick clarified that the encumbrance on the property is through the URA.

Mayor Nina Jonas clarified that they want the full amount back, to initiate repayment, and unencumber the property.

Suzanne Frick clarified that the council is requesting, the URA will make the decision.

Councilor Anne Corrock thought they should just request the money back, not comment on the encumbrance.

Councilor Baird Gourlay does not think it is unreasonable to request the money back. He will put it on a URA agenda and the URA will discuss.

Councilor Anne Corrock clarified that if the KURA pays it back in payments, does that unencumber the property.

Suzanne Frick said this will be a discussion with the KURA, but if there is a payment plan, the encumbrance could come off the property. Stephanie Bonney commented that it would need to be a binding promissory note.

Council President Michael David clarified that the money coming back would be restricted to affordable housing.

Phylis Shafran, Ketchum resident, commented on the encumbrance on the property.

Mayor Nina Jonas asked if the encumbrance could be on the body rather than on the piece of property. The removal of the encumbrance is to encourage something to happen.

Council President Michael David said it is helpful to help fund the Housing Authority and the KCDC.

Mayor Nina Jonas clarified that either the City gets its money back, or housing is constructed on other property.

Councilor Jim Slanetz clarified that the KURA is limited where they can put affordable housing.

Councilor Anne Corrock feels the council is underestimating what the KURA can do with that property.

Councilor Baird Gourlay suggested that the council should request the money and then it should go to the URA board for discussion. They cannot pay 1.5 million dollars right now; it will be a payment plan. It may be that there will be negotiations, perhaps a payment plan, with a balloon payment in 5 years. The URA is making a commitment for staging on that property for 18 months to two years.

Councilor Anne Corrock does not think the city should suggest how the URA does business, and should not ask them to unencumber the property.

Motion to request the KURA identify a repayment schedule to reimburse the city for affordable housing funds and to remove the affordable housing obligation from the First and Washington property.

RESULT:	APPROVED [3 TO 1]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Baird Gourlay, Jim Slanetz
NAYS:	Anne Corrock

7. EXECUTIVE SESSION to discuss:

a. Litigation pursuant to Idaho Code §§67-2345 1(f).

Motion to move into executive session at 8:34 p.m. to discuss litigation pursuant to Idaho Code §§67-2345 1(f).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

8. ADJOURNMENT.

Councilor Baird Gourlay motioned to adjourn at 8:56 p.m., Councilor Jim Slanetz seconded the motion, passed unanimously.

Michael David
Council President

ATTEST:

Sandra E. Cady, CMC
City Clerk



City Council

Special Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Friday, March 27, 2015

4:00 PM

Ketchum City Hall

Present:
Mayor Nina Jonas
Council President Michael David
Councilor Anne Corrock
Councilor Baird Gourlay
Councilor Jim Slanetz

Also Present :
Ketchum City Administrator Suzanne Frick
Ketchum Public Works Director/City Engineer Robyn Mattison

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 4:00 p.m.

2. Ordinance Number 1132: Amending Ordinance Number 1129, Water Revenue Bond for Water Improvement Project - Robyn Mattison, Public Works Director/City Engineer.

Robyn Mattison, Public Works Director/City Engineer, introduced the ordinance and explained that due to a miscommunication there is a need to correct Ordinance 1129. The indebtedness numbers were incorrect in Ordinance 1129, the numbers in 1132 have been corrected to show the actual indebtedness.

Robyn Mattison clarified that this information is due to the county by Monday.

Motion to waive the three readings and read by title only pursuant to Idaho Code 50-902.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Anne Corrock, Michael David, Baird Gourlay, Jim Slanetz

Motion to adopt ordinance 1132 amending Ordinance 1129 providing for the acquisition and construction of improvements to the domestic water system facilities of the city of Ketchum, Idaho; calling for a special election for the submission to the qualified electors the question of incurring an indebtedness and issuing the revenue bonds by the city in a principal amount not to exceed \$449,000 to pay the cost thereof; establishing the date and time of the election; approving the form of ballot and providing for notice of a special bond election, providing for registration of voters; providing for related matters and providing an effective date.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Anne Corrock, Councilor
AYES:	Anne Corrock, Michael David, Baird Gourlay, Jim Slanetz

3. ADJOURNMENT.

Council President Michael David motioned to adjourn at 4:07 p.m. Councilor Baird Gourlay seconded, motion passed unanimously.

Michael David
Council President

ATTEST:

Sandra E. Cady, CMC
City Clerk



City Council

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Monday, April 20, 2015

5:30 PM

Ketchum City Hall

Present: Mayor Nina Jonas
Council President Michael David
Councilor Baird Gourlay
Councilor Anne Corrock
Councilor Jim Slanetz

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Stephanie Bonney
Public Works Director/City Engineer Robyn Mattison
Ketchum Police Chief Dave Kassner
Senior Planner Rebecca Bundy
Recording Secretary Shellie Rubel

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 5:32p.m.

2. CONSENT CALENDAR

- a. Approval of Minutes: Special April 6, 2015 and Regular April 6, 2015.
- b. Approval of Current Bills and Payroll Summary.
- c. Reciprocal Youth Recreation Program Use Agreement with the YMCA – John Kearney, Recreation Supervisor.
- d. Approval of Chip Seal Bid – Brian Christiansen, Street Superintendent.

Motion to approve the Consent Calendar.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

Claudia McCain from the Arts Commission invited Mary Beth Flowers to present the art in City Hall. She pointed out the fabric art on the north side wall created by Leslie Rego and the fabric art on the south

side wall of city hall created by Janet Starr. She explained how the artists created their fabric art. She then commented on the coins on the west wall of city hall and a fabricated bronze statue created by Rod Toden.

b. Appointments & Proclamations:

i. Deborah Burns Proclamation.

Mayor Nina Jonas read the proclamation for Deborah Burns (Burnsie) giving commendation for her service on the Planning and Zoning Commission. Commissioner Deborah Burns thanked the Council.

4. COMMUNICATIONS FROM THE PUBLIC.

a. Communications from the public. *For items not on the agenda.*

b. Public Opportunity to Express Budget Priorities – Suzanne Frick, City Administrator.

c. Visit Sun Valley Update – Arlene Schieven, Visit Sun Valley.

Arlene Schieven from Visit Sun Valley introduced the Board and Advisory Committee Members that were in attendance, Bob Rosso, William Glen, Tim Silva, Kristen Poole, Gail Severn and Rob Cronan.

Arlene Schieven gave a slide presentation for Visit Sun Valley. Schieven included slides showing the 2014/2015 funding, membership, target markets, media, print partners and digital partners. She talked about the advertisement campaign “Soak it up Sun Valley”. She showed a YouTube video that will be used for advertising. She continued showing slides of examples of the advertising campaign.

5. COMMUNICATIONS FROM STAFF.

a. Amendment of Development Agreement for Bald Mountain Lodge (Limelight Hotel) – Rebecca Bundy, Senior Planner.

Planning and Zoning Senior Planner Rebecca Bundy presented the amendment. She went over the changes to the development agreement and stated the applicant is very close to applying for a building permit. Once they submit their building permit the design review will be locked in. There is one public comment that was included in the council packet. She commented on the concerns of the neighbors for the disturbance during construction.

Don Schuster commented on the design review board meeting this week. He then went over the plans.

Councilor Anne Corrock questioned the mitigation for the property. Don Schuster commented the neighbors had been notified within 300 feet and there will be a public meeting for the neighbors. He added that Idaho Power will have some impact on the south side of River Street while undergrounding the power lines and during construction there could be temporary closures.

Senior Planner Rebecca Bundy commented on the impact of construction, traffic flow, parking, and the detailed plan for parking permits.

Motion to approve the Limelight Hotel (formerly Bald Mountain Lodge Development Agreement) and authorize the mayor to sign said agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

b. Limelight Hotel Right-of-Way Encroachment – Robyn Mattison, Public Works Director/City Engineer.

Public Works Director/City Engineer Robyn Mattison presented the right of way encroachment.

Councilor Anne Corrock questioned the south side of the encroachment. Public Works Director/City Engineer Robyn Mattison clarified it was asphalt and explained the flat grade for curb and gutters on Washington.

Motion to approve the Washington Avenue design proposed adjacent to the Limelight Hotel.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

c. Expanded Water and Sewer Rate Agreement with Zions Bank Public Finance – Robyn Mattison, Public Works Director/City Engineer.

Public Works Director/City Engineer Robyn Mattison presented the agreement commenting the city had authorized the contract with Zions last October. She added the rate study was still in the process.

Councilor Jim Slanetz asked how the rate structure would be defined. Public Works Director/City Engineer Robyn Mattison explained the rate structure would be similar to the water rate structure.

There was discussion about a not to exceed amount for the agreement which ended up being not to exceed \$8,000.

Motion to approve the time and materials task order not to exceed \$8,000 for Expanded Water and Sewer Rate Analysis

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

d. Award of Contract to ZGA Architects for civic center space planning - Suzanne Frick, City Administrator.

City Administrator Suzanne Frick gave a summary of the contract. She explained the contract was not for the design of the facilities but safe planning and cost estimating for the Fire Department, City Hall and Police Departments. It would include appropriate size, configuration and cost estimate. The contract is to authorize the City Administrator to execute and negotiate with a not to exceed of \$25,000.

Mayor Nina Jonas asked for an explanation of the selection process. City Administrator Suzanne Frick explained ZGA was one of two architects selected from the AIA website, a website listing all architects in the State of Idaho. She then explained the criteria used for selecting the architects. She added both architects were interviewed by Micah and herself first and the second interview included all the

department directors and two council members. The recommendation is the selection of ZGA Architects.

Motion to authorize the City Administrator to negotiate and execute and contract with ZGA Architects in an amount no too exceed \$25,000 for the purpose of preparing a space analysis to determine the size, location, and configuration and cost of a new Fire, Police and city facility.

RESULT:	AUTHORIZED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

6. ORDINANCES AND RESOLUTIONS.

a. Ordinance 1131: Events; Third and Final Reading – Suzanne Frick, City Administrator.

Motion to adopt Ordinance 1131, repealing Chapter 12.32 of the Ketchum Municipal Code and replacing it with a new Chapter 12.32 Special Events.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

7. EXECUTIVE SESSION to discuss:

a. Personnel and Contract Negotiations pursuant to Idaho Code §§67-2345 1(a).

Motion to go into executive session to discuss personnel and contract negotiations pursuant to Idaho Code §§67-2345 1(a)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael David, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

8. ADJOURNMENT.

Councilor Baird Gourlay motioned to adjourn at 7:40 p.m. seconded by Councilor Jim Slanetz, passed unanimously.

Michael David
Council President

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449008045", "9910000000" - "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0501151	State Withholding Tax Pay Period: 5/1/2015	5,633.00
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	11383394	Workmen's Comp	17,843.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR0501151	Health Ins - Family Pay Period: 5/1/2015	315.66
III-A	PR0501151	Health Ins - Employee + Spouse Pay Period: 5/1/2015	446.32
III-A	PR0501151	Health Ins - Family Pay Period: 5/1/2015	473.49
III-A	PR0501151	Health Ins - Employee + 1 Chld Pay Period: 5/1/2015	26.70
III-A	PR0501151	Health Ins - Employee + 2 Chld Pay Period: 5/1/2015	103.70
III-A	PR0501151	Health Ins - Family Pay Period: 5/1/2015	157.83
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0501151	AFLAC Pre-Tax Pay Period: 5/1/2015	690.15
AFLAC	PR0501151	AFLAC After-Tax Pay Period: 5/1/2015	143.95
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0501151	Dental Insurance - 1 Child Pay Period: 5/1/2015	34.64
DELTA DENTAL PLAN OF IDAH	PR0501151	Dental Insurance - Spouse Pay Period: 5/1/2015	297.12
DELTA DENTAL PLAN OF IDAH	PR0501151	Dental Insurance - Family Pay Period: 5/1/2015	785.74
DELTA DENTAL PLAN OF IDAH	PR0501151	Dental Insurance - 2+ Child Pay Period: 5/1/2015	122.28
01-2173-3000 P/R DEDUC PBL--NATIONWIDE			
NATIONWIDE RETIREMENT SOL	PR0501151	0064-0017 Nationwide - 0064-0017 Pay Period: 5/1/2015	3,551.67
NATIONWIDE RETIREMENT SOL	PR0501151	0064-0017 Nationwide/Roth - 0064-0017 Pay Period: 5/1/2015	242.62
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0501151	Child Support Pay Period: 5/1/2015	269.68
IDAHO DEPARTMENT OF LABO	PR0501151	Garnishments 2 Pay Period: 5/1/2015	152.38
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0501151	Pioneer Federal Credit Union Pay Period: 5/1/2015	1,800.00
01-2175-1000 P/R DEDUC PBL--UNION DUES			
KETCHUM FIREFIGHTERS LOCA	PR0501151	Union Dues Union Dues Pay Period: 5/1/2015	715.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0501151	125 Medical Savings Pay Period: 5/1/2015	1,317.51
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0501151	125 Dependant Care Pay Period: 5/1/2015	526.39
Total :			35,648.83

LEGISLATIVE & EXECUTIVE**01-4110-2500 HEALTH INSURANCE-CITY**

STARLEY-LEAVITT INS. AGENC 452406 Consulting Fee 20.97

01-4110-3100 OFFICE SUPPLIES & POSTAGE

F-STOP 883256 Frame 33.90

PITNEY BOWES - RESERVE ACC 6279278 Supplies for Postage Meter 19.63

01-4110-3200 OPERATING SUPPLIES

CADY, SANDRA E. 20201 Chain for Key to the City 7.20

SUN VALLEY NATURAL SPRING 28051 Water Cooler & Bottles for Meeting Room 29.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4110-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	11138	Computer Maintenance	200.00
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
ASSOCIATION OF IDAHO CITIES	200000417	Spring Disctrict Meeting for Suzanne and Anne	35.00
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9743925560	ACCT. 365459737-00001	108.83
Total LEGISLATIVE & EXECUTIVE:			455.25
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	26.73
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	64271	Office Supplies	9.50
COPY & PRINT, L.L.C.	64621	Office Supplies	12.49
COPY & PRINT, L.L.C.	64623	Office Supplies	2.79
GREAT AMERICA LEASING COR	16841690	Copier Lease	71.35
INTEGRATED TECHNOLOGIES	20385	Copier Maintenance & Supplies	15.88
INTEGRATED TECHNOLOGIES	20436	Copier Maintenance & Supplies	59.75
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.64
SUN VALLEY NATURAL SPRING	28051	Water Cooler & Bottles for Meeting Room	29.72
UNIFIED OFFICE SERVICES	200749	Office Supplies	39.99
01-4150-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	11118	Computer Maintenance	200.00
KETCHUM COMPUTERS, INC.	11137	Computer Maintenance	450.00
KETCHUM COMPUTERS, INC.	11138	Computer Maintenance	100.00
SHELLIE RUBEL	2	Meeting Minutes	305.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
BENNETT, PATRICIA	042215	Travel Expenses	163.42
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
ASSOCIATION OF IDAHO CITIES	200000417	Spring Disctrict Meeting for Suzanne and Anne	35.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	908.96
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	46.17
CENTURY LINK	2087267806239	ACCT. 208-726-7806 239B	10.12
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262M	392.70
SENTINEL FIRE & SECURITY, IN	675	Repairs	66.25
VERIZON WIRELESS, BELLEVUE	9743925560	ACCT. 365459737-00001	221.98
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	11118	Computer Maintenance	1,610.00
01-4150-5150 COMMUNICATIONS			
ACCELA	9484	MediaTraq	475.00
HAWLEY GRAPHICS	8754	Permits, Flyers, and Applications	780.00
HAWLEY GRAPHICS	8762	Arts Boards	197.50
VIRTUAL IT, INC.	6527	Systems Engineer Services	247.50
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334-04	ACCT. 2203990334	87.71

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTERMOUNTAIN GAS	102495000014-	Meter #441150	564.60
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
KEARNEY PAINTING, JOHN	042315	Painting	4,740.00
Total ADMINISTRATIVE SERVICES:			11,889.75
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	52369	1536-03 - General	6,571.59
MOORE SMITH BUXTON & TUR	52372	1536-27 - General P&Z	1,502.13
MOORE SMITH BUXTON & TUR	52374	1536-50 - Parks & Recreation	67.62
MOORE SMITH BUXTON & TUR	52376	1536-53 MSSV Lawsuit	751.87
Total LEGAL:			8,893.21
PLANNING & BUILDING			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	43.20
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	64271	Office Supplies	19.00
COPY & PRINT, L.L.C.	64621	Office Supplies	24.99
GREAT AMERICA LEASING COR	16841690	Copier Lease	142.70
INTEGRATED TECHNOLOGIES	20385	Copier Maintenance & Supplies	31.77
INTEGRATED TECHNOLOGIES	20436	Copier Maintenance & Supplies	119.49
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.64
01-4170-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	11470	Computer Maintenance	175.00
KETCHUM COMPUTERS, INC.	11473	Computer Maintenance	425.00
SHELLIE RUBEL	2	Meeting Minutes	420.00
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	04/13/15	March Building Permit Fees	3,846.00
DIVISION OF BUILDING SAFETY	04/13/15	March Plan Check Fees	1,414.00
01-4170-7400 OFFICE FURNITURE & EQUIPMENT			
UNIFIED OFFICE SERVICES	199648	Office Supplies	80.00
Total PLANNING & BUILDING:			6,760.79
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
SONNTAG RECREATION, LLC	13072	Benches and Receptacles for Farnlun Park	2,108.65
VIASAT	90031034	Terminal	25,399.00
Total CONTINGENCY:			27,507.65
CONTRACT FOR SERVICES			
01-4196-6500 KCDC (KIC INNOVATION CENTER)			
KETCHUM COMMUNITY DEVEL	04/01/15	Monthly Contract Payment	6,174.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total CONTRACT FOR SERVICES:			6,174.69
POLICE			
01-4210-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	.72
01-4210-3200 OPERATING SUPPLIES			
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63
Total POLICE:			20.35
Total GENERAL FUND:			97,350.52
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
SUN VALLEY EVENTS	540	Filemaker - Software	912.00
02-4530-4200 PROFESSIONAL SERVICES			
SUN VALLEY EVENTS	533	Wagon Days Services - February & March	6,250.00
SUN VALLEY EVENTS	537	Wagon Days Services - April	3,125.00
SUN VALLEY EVENTS	539	Wagon Days Services - May	3,125.00
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO			
SUN VALLEY SOURCE	2509	Full Page Ad	1,000.00
Total WAGON DAYS EXPENDITURES:			14,412.00
Total WAGON DAYS FUND:			14,412.00
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	60.03
04-4310-3200 OPERATING SUPPLIES			
FASTENAL COMPANY	IDJER55276	Supplies	11.99
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63
RIVER RUN AUTO PARTS	6538-84565	Supplies	7.95
TREASURE VALLEY COFFEE IN	2160:04033107	COFFEE	125.60
UNIFIED OFFICE SERVICES	201270	Office Supplies	3.39
04-4310-3400 MINOR EQUIPMENT			
DELL MARKETING L.P.	XJNT9MWK9	Computer	715.27
FASTENAL COMPANY	IDJER55184	Supplies	133.00
LUTZ RENTALS	46243	Supplies	6.00
PLATT	G573578	Supplies	55.00
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	794310	ACCT. 37269	528.60
04-4310-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	52375	1536-51 - Streets	80.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
FREIGHTLINER OF IDAHO	168436	Certification for Ron Domke	60.00
LHTAC	T2-040915-10	T2 Center Classes	240.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9743832181	ACCT. 965494438-00001	14.83
VERIZON WIRELESS, BELLEVUE	9743925560	ACCT. 365459737-00001	95.26
04-4310-5200 UTILITIES			
IDAHO POWER	2204882910-04	ACCT. 2204882910	417.63
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
NAPA AUTO PARTS	810867	Supplies	12.49
RIVER RUN AUTO PARTS	6538-84583	Supplies	70.41
SNAKE RIVER HYDRAULICS	253871	Crackseal	461.99
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400410339	ACCT. 241076800	37.60
AMERIPRIDE LINEN	2400412159	ACCT. 241076800	77.90
KETCHUM COMPUTERS, INC.	11447	Computer Maintenance	170.00
04-4310-6920 SIGNS & SIGNALIZATION			
BIG WOOD LANDSCAPE, INC.	13259	Installation of Concrete for Hand Rails	270.00
ECONO SIGNS LLC	10-920876	Signage	334.28
ECONO SIGNS LLC	10-920963	Signage	88.87
UPSWUNG CORP	105848B	Parts	240.98
04-4310-6930 STREET LIGHTING			
IDAHO POWER	2200506786-04	ACCT. 2200506786	43.56
IDAHO POWER	2202627564-04	ACCT. 2202627564	50.79
IDAHO POWER	2204882910-04	ACCT. 2204882910	779.81
IDAHO POWER	2205963446-04	ACCT. 2205963446	123.46
PLATT	G390161	Street Lights	124.44
PLATT	G589510	Street Lights	86.13
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-468039	Supplies	13.18
BIG WOOD LANDSCAPE, INC.	5444	Paver Repair	180.00
BIG WOOD LANDSCAPE, INC.	5445	Sod Repair	110.13
COLOR HAUS, INC.	163043	Paint	49.98
IDAHO POWER	2200059315-04	ACCT. 2200059315	5.35
IDAHO POWER	2201174667-04	ACCT. 2201174667	8.21
RHOMAR INDUSTRIES	82092	Concrete Sealer	441.74
Total STREET:			6,355.98
Total STREET MAINTENANCE FUND:			6,355.98
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	45.54
10-4230-2530 EMPLOYEE MEDICAL SERVICES			
ST. LUKES	409394500	Acct. 1571	38.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
10-4230-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-467107	Supplies	31.61
ATKINSONS' MARKET	1841-03/15	ACCT. 1841	15.51
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	26.51
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	41.60
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	26.65
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	9.79
BUSINESS AS USUAL	124304	Office Supplies	17.75
C.W. NIELSEN MFG. CORPORATI	7028	Badges	63.60
COPY & PRINT, L.L.C.	64271	Office Supplies	4.74
COPY & PRINT, L.L.C.	64621	Office Supplies	6.25
EASY PACK INC	174647	Shipping	7.75
GREAT AMERICA LEASING COR	16841690	Copier Lease	35.67
INTEGRATED TECHNOLOGIES	20385	Copier Maintenance & Supplies	7.94
INTEGRATED TECHNOLOGIES	20436	Copier Maintenance & Supplies	29.87
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63
RIVER RUN AUTO PARTS	6538-84503	Supplies	55.26
UNIFIED OFFICE SERVICES	200748	Office Supplies	8.74
FISHER APPLIANCE	37093	Washer and Dryer	742.00
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	794308	ACCT. 37267	102.87
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
A.C. HOUSTON LUMBER CO.	14-467107	Supplies	31.60
ANCONA, TOM	04/27/15	Travel Expenses	357.23
BINNIE, ED	042715	FDIC Registration and Meals	466.00
10-4230-4903 TRAINING/TRVL/MTG-ASST FIRE CH			
ELLE, MICHAEL	042715	Travel Expenses	303.15
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
CHATEAU DRUG CENTER	1369188	Supplies	5.69
TIMS ELECTRIC	22289	Troubleshoot Office Outlets	99.23
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
CHATEAU DRUG CENTER	1370629	Supplies	16.13
KETCHUM AUTOMOTIVE	64525	Mount and Balance Tires	157.85
RIOTEC INDUSTRIAL PRODUCT	101796	Supplies	70.20
SUN VALLEY, CITY OF	4102015	SSU Maintenance	118.40
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
LUTZ RENTALS	45657	Service	10.00
Total FIRE & RESCUE:			2,973.26
Total FIRE & RESCUE FUND:			2,973.26
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	75.42
14-4260-2530 EMPLOYEE MEDICAL SERVICES			
ST. LUKES	409394500	Acct. 1571	38.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1841-03/15	ACCT. 1841	15.51
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	26.51
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	41.61
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	26.64
ATKINSONS' MARKET	1841-11/14	ACCT. 1841	9.79
BUSINESS AS USUAL	124304	Office Supplies	17.75
C.W. NIELSEN MFG. CORPORATI	7028	Badges	63.60
COPY & PRINT, L.L.C.	64271	Office Supplies	4.75
COPY & PRINT, L.L.C.	64621	Office Supplies	6.24
EASY PACK INC	174647	Shipping	7.74
GREAT AMERICA LEASING COR	16841690	Copier Lease	35.68
INTEGRATED TECHNOLOGIES	20385	Copier Maintenance & Supplies	7.94
INTEGRATED TECHNOLOGIES	20436	Copier Maintenance & Supplies	29.87
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63
PRAXAIR/WHITMORE	52415150	Supplies	47.28
UNIFIED OFFICE SERVICES	200748	Office Supplies	8.74
FISHER APPLIANCE	37093	Washer and Dryer	742.00
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	794308	ACCT. 37267	124.45
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ANCONA, TOM	04/27/15	Travel Expenses	1,357.22
BINNIE, ED	042715	FDIC Registration and Meals	466.00
CANFIELD, MILES	042215	Travel Reimbursment	75.90
NURGE, DON	041515	Fuel & Oil Reimbursement	117.29
SAWTOOTH MOUNTAIN GUIDES	042215	Deposit for 2016 Mountaineering Course	950.00
SAWTOOTH MOUNTAIN GUIDES	042215	Porter Services for Ski Mountaineering	142.00
SAWTOOTH MOUNTAIN GUIDES	042215	Deposit for 2016 Avalanche I Course	720.00
14-4260-4903 TRAINING/TRVL/MTG-ASST FIRE CH			
ELLE, MICHAEL	042715	Travel Expenses	303.15
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
CHATEAU DRUG CENTER	1369188	Supplies	5.70
TIMS ELECTRIC	22289	Troubleshoot Office Outlets	99.22
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1370629	Supplies	16.13
KETCHUM AUTOMOTIVE	64525	Mount and Balance Tires	157.85
KETCHUM AUTOMOTIVE	64550	Mount and Balance Tires	137.50
RIOTEC INDUSTRIAL PRODUCT	101796	Supplies	70.20
RIVER RUN AUTO PARTS	6538-84403	Supplies	9.00
Total AMBULANCE SERVICE:			5,976.81
Total AMBULANCE SERVICE FUND:			5,976.81
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	50.94
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1368646	Supplies	53.61
CHATEAU DRUG CENTER	1370759	Supplies	32.28
OFFICE VALUE	547140-001	Supplies	23.49
SYSCO	607819110	Concession & Supplies	308.19
18-4510-3210 SPECIAL EVENT SUPPLIES			
OFFICE VALUE	555729-001	Supplies	13.89
18-4510-3250 RECREATION SUPPLIES			
KEARNEY, JOHN	041015	Recreation Supplies	56.34
OFFICE VALUE	549703	Supplies	699.50
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	607638559	Supplies	485.53
SYSCO	607819108	Supplies	70.33
SYSCO	607819110	Concession & Supplies	265.39
SYSCO	607819110	Concession & Supplies	70.33-
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	794309	ACCT. 37268	159.02
18-4510-4200 PROFESSIONAL SERVICES			
FIVE STEP CARPET CARE	1379	Carpet Cleaning at Parks Department	275.00
KETCHUM COMPUTERS, INC.	11446	Computer Maintenance	280.00
18-4510-4220 PROF.SERV-CITY BEAUTIFICATION			
BIG WOOD LANDSCAPE, INC.	2997	Holiday Lighting	152.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
STAUFFACHER, JUERG	041715	Cell Phone Reimbursement Jan-March	225.00
18-4510-5200 UTILITIES			
City of Ketchum	536-03/15	Acct. 536	281.88
City of Ketchum	9995-03/15	Acct. 9995	485.67
IDAHO POWER	2201272487-04	ACCT. 2201272487	97.60
IDAHO POWER	2203027632-04	ACCT. 2203027632	6.03
IDAHO POWER	2203313446-04	ACCT. 2203313446	5.35
IDAHO POWER	2203538992-04	ACCT. 2203538992	23.41
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-84381	Supplies	79.07
RIVER RUN AUTO PARTS	6538-84609	Supplies	5.67
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
RMT EQUIPMENT	597971	Aerator Tines	287.83
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-465216	Supplies	14.09
A.C. HOUSTON LUMBER CO.	14-466717	Supplies	130.88
CHATEAU DRUG CENTER	1369901	Supplies	18.03
CHATEAU DRUG CENTER	1370839	Supplies	11.38
LUTZ RENTALS	46351	Rental Equipment	12.35
LUTZ RENTALS	46381	Rental Equipment	13.23
OFFICE VALUE	554678-001	Office Supplies	5.49
PIPECO, INC.	S2072730.001	Supplies	27.69
PIPECO, INC.	S2072985.001	Supplies	10.23

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	S2074844.001	Supplies	12.87
Total PARKS AND RECREATION:			4,628.56
Total PARKS AND RECREATION FUND:			4,628.56
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	13.86
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	5059	January - March Contract Services	112,500.00
Total LOCAL OPTION SALES TAX :			112,513.86
Total LOCAL OPTION SALES TAX FUND:			112,513.86
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	50.13
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63
UNIFIED OFFICE SERVICES	200374	Office Supplies	3.22
UNIFIED OFFICE SERVICES	201270	Office Supplies	3.40
UNIFIED OFFICE SERVICES	201271	Office Supplies	56.82
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	29428	Utilities Billing	541.97
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400412149	ACCT. 241076901	21.40
AMERIPRIDE LINEN	2400412150	ACCT. 241076900	75.85
TREASURE VALLEY COFFEE IN	2160:03991439	COFFEE	49.10
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	794312	ACCT. 37271	421.42
63-4340-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	52370	1536-23 - Water	284.14
MOORE SMITH BUXTON & TUR	52371	1536-24 Water Rights	1,368.50
MOORE SMITH BUXTON & TUR	52373	1536-47 Conjunctive Management	100.00
WATER FUTURES	03/31/15	March Billing - Water & Energy Strategic Analysis and Plan	3,500.00
WATER FUTURES	031915	February Billing - Water & Energy Strategic Analysis and Plan	350.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	109.13
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103B	48.14
VERIZON WIRELESS, BELLEVUE	9743832181	ACCT. 965494438-00001	14.83
63-4340-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	11448	Computer Maintenance	280.50

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
SAFETY-KLEEN CORP.	66417577	Solvent	227.60
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-465817	Supplies	8.96
BUSINESS AS USUAL	124304	Office Supplies	23.75
PIPECO, INC.	S2052573.001	Supplies	68.18
PIPECO, INC.	S2052648.001	Supplies	6.71
PIPECO, INC.	S2053606.001	Supplies	11.95
WEBB LANDSCAPING	28683	Acct CIT003	6.59
63-4340-7800 CONSTRUCTION			
USA BLUEBOOK	615663	Supplies	157.12
Total WATER EXPENDITURES:			7,809.04
Total WATER FUND:			7,809.04
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	6001	Excavation	1,593.00
LUNCEFORD EXCAVATION, INC.	6012	Excavation	385.00
Total WATER CIP EXPENDITURES:			1,978.00
Total WATER CAPITAL IMPROVEMENT FUND:			1,978.00
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	452406	Consulting Fee	95.13
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	6279278	Supplies for Postage Meter	19.63
UNIFIED OFFICE SERVICES	200374	Office Supplies	52.06
UNIFIED OFFICE SERVICES	201270	Office Supplies	3.40
UNIFIED OFFICE SERVICES	201271	Office Supplies	56.82
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	29428	Utilities Billing	812.96
65-4350-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-464842	Supplies	8.99
A.C. HOUSTON LUMBER CO.	14-465685	Supplies	34.29
AMERIPRIDE LINEN	2400412148	ACCT. 241021000	215.07
AMERIPRIDE LINEN	2400412149	ACCT. 241076901	21.41
CHATEAU DRUG CENTER	1370927	Supplies	16.70
CHATEAU DRUG CENTER	1371409	Supplies	12.99
HACH	9321976	Supplies	411.53
NAPA AUTO PARTS	809859	Supplies	7.99
UPS STORE #2444	04/06/15	Shipping	70.61
65-4350-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-464842	Supplies	13.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-3500 MOTOR FUELS & LUBRICANTS			
NAPA AUTO PARTS	809848	Supplies	11.99
UNITED OIL	794311	ACCT. 37270	51.34
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	353853	Supplies	58.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9743832181	ACCT. 965494438-00001	93.39
65-4350-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	11448	Computer Maintenance	380.50
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701-04	ACCT. 2202158701	8,441.54
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
BANYAN TECHNOLOGY INC.	20067	Computer Card for PLC	5,213.63
NAPA AUTO PARTS	809711	Supplies	108.10
USA BLUEBOOK	610023	Supplies	89.69
WOOD RIVER WELDING, INC.	159723	Supplies & Services	389.92
WOOD RIVER WELDING, INC.	159854	Supplies & Services	165.95
ATSCO SALES & SERVICES	5656	Parts	1,006.24
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
A.C. HOUSTON LUMBER CO.	14-465983	Supplies	14.74
AMERIPRIDE LINEN	2400412148	ACCT. 241021000	37.95
KETCHUM COMPUTERS, INC.	11448	Computer Maintenance	99.00
LUTZ RENTALS	1499	Work Order	71.16
RIVER RUN AUTO PARTS	6538-84275	Supplies	27.40
UNIFIED OFFICE SERVICES	201271	Office Supplies	20.06
UNITED OIL	794311	ACCT. 37270	77.10
VERIZON WIRELESS, BELLEVUE	9743832181	ACCT. 965494438-00001	42.86
Total WASTEWATER EXPENDITURES:			18,253.83
Total WASTEWATER FUND:			18,253.83
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
WOOD RIVER VALLEY STUDIO	1	Artists Education Series Sponsorship	300.00
BOB DIX	041615	First Installment Payment for Second Utility Box	500.00
MARIANNE KONVALINKA	04/16/15	Cover Art Payment	500.00
MARIE STEWART	042415	Cover Art	500.00
JANET STARR	042415	Art in City Hall	350.00
LESLIE REGO	042415	Art in City Hall	350.00
Total PARKS/REC TRUST EXPENDITURES:			2,500.00
Total PARKS/REC DEV TRUST FUND:			2,500.00
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
94-4900-6600 REFUNDS-P&Z RETAINER FEES			
BIGWOOD BREAD	24070	Bigwood Bread Right-of-Way Retainer Refund	375.00
BIGWOOD BREAD	24756	Bigwood Bread Cafe Retainer Refund	902.16
RETAINER REFUNDS	042815	13-091 Sturtos Retainer Refund	1,022.06
RETAINER REFUNDS	19768	Haistings Streambank FP Retainer Refund	17.33
RETAINER REFUNDS	22874	Cemetery Vacation Retainer Refund	82.30
RETAINER REFUNDS	24752	411 East 6th Street Retainer Refund	847.07
RETAINER REFUNDS	24763	Scott Jordan LLS Retainer Refund	150.56
RETAINER REFUNDS	24846	Greyhawk Alpine Center Condos Retainer Refund	84.60
Total DEVELOPMENT TRUST EXPENDITURES:			3,481.08
Total DEVELOPMENT TRUST FUND:			3,481.08
Grand Totals:			278,232.94

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449008045", "9910000000"- "9911810000"



City of Ketchum
Parks & Recreation

April 28, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Approve missed Farnlun Park bill

Introduction/History

In 2013 the Ketchum Parks & Recreation Department oversaw the construction of Farnlun Park at the south end of City limits. The Park was built on a donated piece of Land by Petra Morrison. Petra Morrison also donated \$22'574.00 for the project. In the fall of 2011 the first part of the Park was built for \$5262.00. Before the project could get finished a lawsuit stalled the process until 2013. In 2013 the City contributed \$7000.00 CIP funds and Mayor Hall approved a not to exceed \$10,000 from General fund contingency, since existing trees were not available and the project was underfunded.

Current Report

The Parks Department was contacted by Sonntag Recreation about an outstanding invoice. The park's department originally submitted the invoice in September of 2013. Sonntag did not provide any further correspondence regarding the invoice, such as statements or additional invoices until September of 2014. The Clerk's office researched the invoice and payments to make sure the invoice had not been paid.

Financial Requirement/Impact

The City of Ketchum still has an unpaid bill with Sonntag Recreation for 2 Park benches and 2 Garbage cans, totaling \$2,108.65.

Recommendation

I respectfully request that Mayor and City Council approve this bill being paid from General Fund Contingency.

Recommended Motion

I make a motion to approve the Sonntag Recreation Bill.

Sincerely,

Parks & Natural Resources Superintendent



Sonntag
Recreation, LLC

INVOICE

Sonntag Recreation

INVOICE # 13072
DATE: AUGUST 23, 2013

4245 Panorama Cir, Salt Lake City, UT 84124
Phone 801-278-9797 Fax 801-278-9794
chris@sonntagrec.com

TO Juerg Stauffacher
City of Ketchum
900 Third Ave North
Ketchum Idaho 83340

SHIP TO: Park and Recreation

SALESPERSON	JOB	PAYMENT TERMS	CUSTOMER PURCHASE ORDER
Chris		Due on receipt	JUERG STAUFFACHER

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Dumor 39-60/S-1	\$515.00	\$1,030.00
2	Dumor 41-32D/S-1	350.00	700.00
2	Dumor 107-32-FTO	957.00	1,902.00
1	Dumor 35-60-IPE		1,120.00
1	Dumor 105-60-IPE		635.00
4	Dumor 83-00/S-1	100.00	400.00
2	Dumor 67-320/S-1	365.00	730.00
1	Sales Tax		287.00
1	Shipping Charges		1,253.00

Parks
Park &
EC
EC
EC
EC
EC
EC

Shipping = Parks 378.65
EC 874.35
1253.00

SUBTOTAL	
INSTALLATION	NIC
TOTAL	\$8,057.00

shipping cost is based on weight. Total Parks 2108.65
Total EC 5948.35
8057.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

493-9930 - 2,108.65

Construction Cost

Farnlun Park

Grading & Excavation

- Grading existing parcel
- Peeling Road mix \$ 712.50

Amenities

- Benches – 2 @ \$ 632.05 each \$ 1264.10
- Garbage cans-2 @ \$ 422.30 each \$ 844.55

Landscaping

- Trees installed \$ 7180.-
- Shrubs installed \$ 550.-
- Irrigation \$ 7505.-
- Stairs \$ 4641.-
- Path \$ 1597.-
- Finish grading (topsoil, compost, mulch, etc) \$ 2538.-
- Seed (Hydroseed Natural Areas) \$ 810.-
- Clean up \$ 323.-
- Flowers \$ 850.-
- Fence \$ 631.75

Signage

- Park sign \$ 268.-

Total	\$29714.90
Remaining Donation	\$17500.-
Needs Funding	\$12214.90
CIP	\$ 7000.00
General fund	\$ 5214.90



**City of Ketchum
Fire Department**

DATE

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**2015 Forest Service and BLM Annual Operating
Plan and Cooperative Fire Agreement**

Introduction/History

In past years the City of Ketchum has signed an Annual Operating Plan and Cooperative Fire Agreement with the US Forest Service and the BLM. This agreement allows our agency to use Forest Service and BLM resources and the Forest Service and BLM to use our resources on wildland fires for a period of up to 4 hours without cost to either agency.

Current Report

The attached Annual Operating plan and Cooperative Fire Agreement sets the terms and conditions for each agency's actions during the initial attack stages of a wildland fire either in the city that threatens the forest or in the forest that threatens the City of Ketchum. The agreement lists the types and identifiers for each piece of equipment in the fire department and sets rates for that equipment if it is used beyond the 4 hour initial fire attack period. It also sets guidelines for initial fire attack based on the closest resources available concept to attempt to keep wildland fires contained as small as possible without endangering the lives and property of the City's residents.

Financial Requirement/Impact

There is no cost associated with this annually renewed agreement.

Recommendation

I respectfully recommend that the City Council approve the 2015 Forest Service and BLM Annual Operating Plan and Cooperative Fire Agreement and authorize the Mayor to sign it to help insure that the Ketchum Fire Department and the Federal firefighting agencies can continue working cooperatively to keep nearby wildland fires from threatening our citizens and their property.

Recommended Motion

"I move to approve the 2015 Forest Service and BLM Annual Operating Plan and Cooperative Fire Agreement".

Sincerely,



Mike Elle
Fire Chief

2015 ANNUAL OPERATING PLAN
for
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
KETCHUM CITY FIRE DEPARTMENT
And The
USDI, BUREAU OF LAND MANAGEMENT
TWIN FALLS DISTRICT
And The
USDA, FOREST SERVICE
SAWTOOTH NATIONAL FOREST

This Annual Operating Plan (AOP) is entered into by and between Ketchum City Fire Department hereinafter referred to as the “DEPARTMENT,” the USDI, Bureau of Land Management, Twin Falls District, hereinafter referred to as the “BLM”, and the USDA, US Forest Service, Sawtooth National Forest, hereinafter referred to as the “FOREST SERVICE”. BLM and FOREST SERVICE jointly will be referred to as the “AGENCIES” under the provision of BLM Cooperative Fire Protection Agreement (CFPA) No. BLM MOU 2012-027, dated May 9, 2012 and Forest Service Cooperative Fire Protection Agreement (CFPA) No. 12-FI-11041400-029, dated May 9, 2012. This AOP becomes attached to and made part of said agreement, and is in effect until superseded.

The parties hereto agree as follows:

A. Purpose:

The purpose of this AOP is to define operating procedures and responsibilities within the framework of BLM CFPA No. BLM MOU 2012-027, and Forest Service CFPA No. 12-FI-11041400-029.

If the DEPARTMENT desires to make itself available for fires throughout Idaho and other states, the authority for this is through Idaho Department of Lands (IDL). Contact the IDL representative for additional information.

B. Mutual Aid Area:

The DEPARTMENT is primarily responsible for suppression of structural fires and wildland fires occurring to property of residents within their jurisdictional boundaries displayed in Exhibit B, and secondly for suppression assistance other than initial attack of wildland fires occurring within protection/jurisdictional boundaries of the BLM and the Forest Service displayed in Exhibit A.

The AGENCIES are primarily responsible for suppression of wildland fires within the protection boundaries/jurisdictional of the BLM and the Forest Service, displayed in Exhibit A.

C. Burning Permits:

If either party to this plan issues burning permits to the public in an area of mutual concern, they will contact the other agency's dispatch center with information on location, name of person issued permit, dates, phone number, and acres to avoid costly false alarm runs.

D. Reporting Fires:

Fires will be reported to the following:

- Structure/Private lands: SIRCOMM 9-1-1
- Public lands: South Central Idaho Interagency Dispatch Center (SCIIDC) 208-886-2373
- Contact information for the respective DEPARTMENT and AGENCIES are provided in Exhibit C.

E. Annual Coordination Meeting:

A coordination meeting between The DEPARTMENT and the AGENCIES will be held annually no later than June 1. This meeting will review the past year of cooperative assistance and revise the AOP. The equipment list in Exhibit E will be reviewed and attached to the updated AOP each year.

Maps which identify each of the parties' jurisdictional boundaries will be exchanged and updated prior to June 1. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas. Exhibits A and B identify each of the parties' jurisdictional boundaries and shall become part of this AOP. It is preferred that maps be produced in a Geographic Information System (GIS) format.

F. Communications:

Each party to this agreement agrees to maintain an up-to-date list of telephone numbers for emergency principal contacts. The contact list in Exhibit C will be reviewed and attached to the updated AOP each year.

It is critical that representatives of each party meet at the fire scene and establish what frequencies will be used during tactical operations so there is no confusion. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over a common frequency to all units on the scene.

G. Frequencies:

Both parties are authorized to use the frequencies listed in Exhibit D during emergency operations only.

H. Operations:

Rapid dispatching of personnel and equipment to fires is primary to both parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack forces understand their roles and responsibilities, and those of the other agencies. These personnel will become familiar with the following:

1. When one party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement will be provided from the time of resource dispatch by SCIIDC when the responding DEPARTMENT leaves their fire protection response area, but still remains within SCIIDC dispatch boundary. If the DEPARTMENT responds to the request, standards for qualifications, training, and physical fitness as set in NWCG PMS 310-1 “*Wildland Fire Qualification System Guide*” are required. At the time of the dispatch, the responding DEPARTMENT will identify the person in charge of responding resources.
2. During initial action, all agencies (federal, state, local and tribal) accept each other’s standards.
 - a. **Forest Service** - Once jurisdiction is clearly established, the standards of the agency(s) with jurisdiction prevail.
 - b. **BLM**- During initial attack, all agencies accept each other’s standards. When an incident exceeds initial attack and jurisdiction has been established, the standards of the jurisdictional agency(s) prevail.
 - c. Prior to the fire season, federal agencies should meet with their state, local, and tribal agency partners and jointly determine the qualification/certification standards that will apply to the use of local, non-federal firefighters during initial action of fires on lands under the jurisdiction of a federal agency. Each party will advise the other of applicable cross training opportunities for personnel.
3. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear appropriate personal protective equipment (PPE). Required PPE will minimally include the following:
 - Leather Boots
 - Fire shelter (M-2002) with hard case
 - Hard Hat with chinstrap
 - Yellow long-sleeved flame resistant shirt
 - Flame resistant trousers
 - Leather or leather/flame resistant combination gloves
 - Hand Tool for fire line Construction (Shove, Pulaski, Etc.)
 - Drinking Water (gallons) minimum
 - Some fire suppression duties and activates may require the additional use of ear and eye protection and/or the use of specialized leg protection (chaps) during chainsaw use.

******* Personnel not properly equipped with appropriate PPE will be released from active fireline duty and will be reassigned to other support functions or released from the incident. *******

4. Before fire suppression efforts begin, all fire fighters will be briefed about the nature of the fire, fuel conditions, weather information, safety reminders, potential hazards, command structure, and radio use.

5. The parties to this AOP agree to operate under the concept defined in the National Incident Management System (NIMS) including Incident Command System (ICS). Unified command should be used, as appropriate, whenever multiple jurisdictions are involved.
6. The incident commander or unified command shall establish a command structure, communication plan, incident objectives, identify and make known hazards, and name the incident. All resources on scene and arriving will have the incident name provided to them. The incident commander will be identified as "Johnson Butte IC or Johnson Butte Command". The IC shall inform the servicing dispatch center with the incident name, and also provide to dispatch their name or agency position title (i.e. Burley Battalion 35). At the earliest convenience the IC shall provide SCIIDC with:
 - The location of the fire, i.e.-Lat. Long.
 - The size, by acreage of the incident
 - Current fire behavior
 - Any resource needs, i.e.-engines, aircraft, water tenders
7. The IC will order fire resources through the appropriate agency dispatch center. All federal agencies will order through SCIIDC no matter the jurisdiction of the lands. Non-Federal IC's will order through their jurisdictional dispatch center when the incident is on non-federal land and through SCIIDC when they are on federal or offset/state lands.
8. It shall be the policy of all parties to release the SUPPORTING PARTY'S personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the Incident Commander and the SUPPORTING PARTY.
9. Personnel and equipment of either party to this agreement may enter on the lands administered or protected by the other in order to effect this agreement. Parties to this agreement will work pre-season to identify critical resource areas. When one party suppresses a fire in the other party's jurisdiction, the responsible agency will be immediately notified of the situation and a detailed report containing the time of initial attack, size, legal location and geographic coordinates, equipment and personnel used, time fire is declared out, cause of fire, etc., will be generated and made available. The Incident Commander's preferred documentation is the use of the incident organizer.
10. Each party will make available and familiarize their employees with the contents of this AOP.
11. SCIIDC will direct the use of aircraft. The DEPARTMENT may order an air tanker drop, helicopter, or observation flight through the responsible dispatch center, but the operational phase will remain under the direction of the SCIIDC. The DEPARTMENT will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses etc.). Any aircraft not obtained from the AGENCIES, or Idaho Department of Lands is limited to operations on private land, and Federal personnel will not have any operational control. It is imperative that DEPARTMENT that have private aircraft responding inform SCIIDC. Aerial coordination procedures (frequencies, Fire Traffic Area –FTA) will be part of the annual coordination meeting agenda (see section E). The AGENCIES will not pay for aircraft that are not approved for federal use. All aviation resources ordered will be considered assistance by hire, and therefore always billable.

12. All parties to the AOP will coordinate fire restrictions or closures due to weather or fire severity. Current fire restrictions for the State of Idaho can be viewed at www.idahofireinfo.blogspot.com.
13. Cause and Origin Investigations - Each party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire the jurisdiction in which the suspected origin is located will serve as the lead for the investigation. Any party may request assistance from agencies outside the suspected origin jurisdiction.
14. When one party to this agreement takes initial action on a fire in another's jurisdiction, every effort will be made to protect the origin of fire and protect evidence that may be pertinent to the fire cause. This and other information concerning incendiary fires, etc. will be shared with all parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface - The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies may assist with exterior structural fire protection activities under this fire protection agreement that specify the mutual responsibilities of the partners, including funding.
16. AGENCIES Firefighters who encounter structure, vehicle, or landfill fires during normal wildland fire suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. Please refer to the *Great Basin Structure Protection Guidance* for further information.
17. The PROTECTING PARTY is responsible for extended mop up operations.
18. Emergency Medical Responses - AGENCIES are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will AGENCIES resources be dispatched for medical emergencies. Structure personnel and equipment will be returned to readiness status as soon as possible, to assure adequate structure protection in their jurisdiction.

I. Compensation for Services:

Compensation for services provided by either party will be guided by the master agreement to this AOP for billing procedures. *See Section III.15 of CFPA No. BLM MOU 2012-027, and CFPA No. 12-FI-11041400-029.*

This portion of the AOP establishes standard, payment rates, and billing procedures for equipment and personnel used for the purpose of this agreement. For support exceeding the 4 hour time limitation or assistance for purposes other than mutual aid or initial attack, the payment rates will be based on equipment rates and standards listed in the current *Idaho Department of Lands Fire Service Organization (FSO) Rate Book*. Equipment not listed in the Rate Book will be referred to the *Great Basin Chapter 20 Supplement (equipment rental rates)*. Adoption of these rates and standards assures consistency for all agencies and reduces the confusion that would be created by trying to determine individual agency and equipment.

It is understood that neither agency is entering into this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made to minimize costs.

1. Within Mutual Aid Area: Assistance beyond the 4 hour mutual-aid period or for assistance for purposes other than mutual aid or initial attack the Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with direct fireline, fire ground operations and incident support ordered by or for the incident (except as described otherwise in reciprocal initial attack and independent action situations). When incidents go into extended attack and an Incident Management Team takes command of the incident, the DEPARTMENT shall meet all personnel and equipment requirements as set forth in the current Idaho FSO Rate Book in order to remain on the incident. If they do not meet these requirements they will be released from the incident. If the DEPARTMENT meets all of the requirements of the FSO Rate Book but do not have an agreement with IDL and wish to remain on the incident, the host agency will request IDL to write an incident only agreement. Time in pay status will include time worked in initial attack.
2. Outside Mutual Aid Area: Mobilization of DEPARTMENT resources outside the area covered by local agreements will be transacted through IDL. In order to be mobilized DEPARTMENT resources must have a signed Idaho Cooperator Certification Form (CCF) with IDL.
3. Billing Estimates and Time frames: The supporting party shall submit a bill or estimate for reimbursement within 15 days of the incident being declared out. If final costs are not known at the time of initial billing, an estimated bill, so identified, may be submitted. A final bill, so identified, will be issued within 30 days of the incident.
4. Billing Content: Billing for support provided beyond the hour limitation identified in this agreement will be identified by fire name, location, jurisdictional unit, and appropriate incident number, department name and address, date of service, DUNS number, *current SAM registration*, tax identification number, detailed transaction of charges to include piece of equipment with identifying number, cost per unit and total cost. Appropriate shift tickets (Exhibit F), resource order and all other supporting documentation will be kept on file at the incident agency for documentation. Departments may use their departmental invoice process if available.
5. Billing Addresses: Bills will be sent to the incident agency as follows:

Remit Bill to: USDA Forest Service Sawtooth National Forest Susan L Brown 2647 Kimberly Road Twin Falls, ID 83301	For Payment Office: USDA Forest Service Albuquerque Service Center Incident Finance /Cooperative Agreements 101 B Sun Avenue NE Albuquerque, NM 87109
Remit Bill to: USDI, Bureau of Land Management Twin Falls District Brandi Van Kleeck 400 West F Street Shoshone, ID 83352	For Payment Office: Bureau of Land Management Denver Federal Center Bldg. 50, OC-622 PO Box 25047 Denver, CO 80225-0047

Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance.

6. For fires outside the terms of the initial attack period that are joint jurisdictions Incident Command should determine if unified command is warranted. Unified command is a unified team effort which allows all agencies with jurisdictional/protection responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, or accountability. If/when a unified command structure is determined the Incident Commanders should consider establishing a cost share agreement.

Interagency Incident Business Management Handbook (PMS 902 Chapter 80) a cost share agreement documents the financial responsibility for incident resource costs. It may also identify requirements of other party payments. A cost share agreement should be initiated for multi-jurisdictional incidents where the decision to share resource costs has been made (Exhibit H).

J. Reciprocal Fire Waiver of Claims

Parties to this agreement shall each be responsible for their own losses arising out of the performance of this agreement and each Party hereby waives any claim against any other Party for compensation for any loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement; provided, this provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable.

AGENCIES or DEPARTMENTS may reimburse each other providing resources were ordered through the SCIIDC dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section or incident agency to ensure proper documentation and investigation are completed.

If any Party is not able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an assigned Incident Management Team or local incident agency, they should contact the appropriate agency's administrative office in Idaho Department of Lands.

K. Authorized Representatives:

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

Mike Elle, Fire Chief
Ketchum City Fire Department

Date

Nina Jonas, Mayor

Date

CURTIS JENSEN, Acting District FMO
USDI, BLM, Twin Falls District

Date

KIT MULLEN, Forest Supervisor
USDA Forest Service, Sawtooth National Forest

Date

The authority and format of this instrument have been reviewed and approved for signature.

GLADYS HAMILTON
Forest Service Grants Management Specialist

Date

LINDA PITZER
BLM Procurement Analyst

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

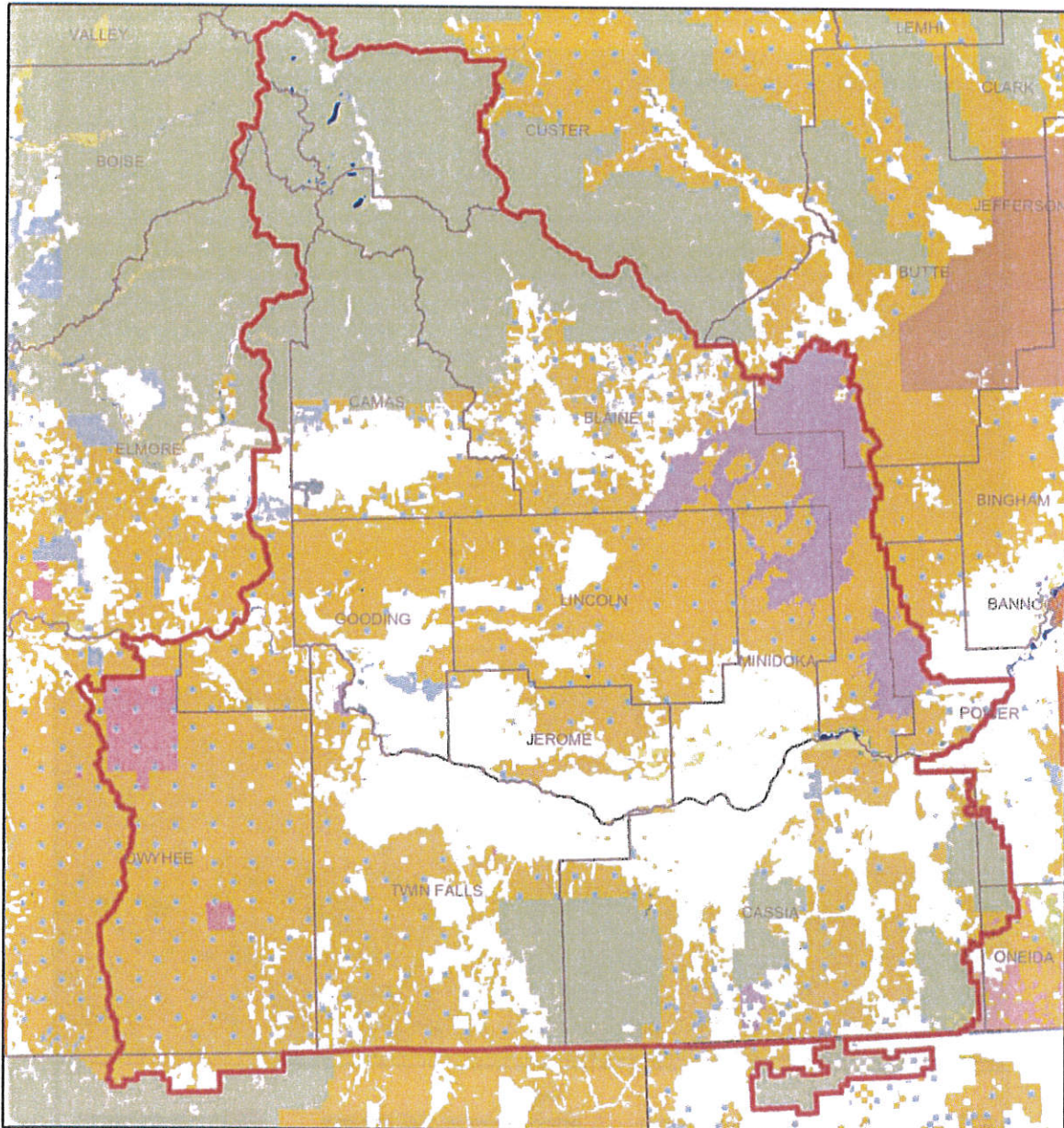
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

EXHIBIT A

Wildland Fire Protection Responsibility on Federal Lands

for South Central Idaho
03/02/2015



Legend

Federal Dispatch Area	Bureau of Land Management	Bankhead-Jones Land Use	Forest Service	Native American Reservation
County Boundary	Bureau of Reclamation	Department of Energy	Fish and Wildlife Service	State
Military, Department of Defense	National Grasslands	National Park Service	State Fish and Game	Historical Open Water

EXHIBIT B

Ketchum City/Rural Fire



Legend				
Federal Dispatch Area	Bureau of Land Management	Bankhead-Jinco Land Use	Forest Service	Native American Reservation
RFD_Fire_Boundary	Bureau of Reclamation	Department of Energy	Fish and Wildlife Service	State
City_Fire_Boundary	Military, Department of Defense	National Grasslands	National Park Service	State Fish and Game
				Historical Open Water

EXHIBIT E FEDERAL EQUIPMENT LIST

BLM:

SHOSHONE YARD

Name	Make	Type	Vehicles #
John McCoy	Dodge	Crew Cab	Bat 2-4
Brian O'Donnell			
Bryan Barney	Chevy	Crew Cab	940
Make	Engine #	ICS Type	Tank Capacity
International	2411	4	900
International	2421	4	900
International	2425	4	900
Ford	WT2221	2	3500
Caterpillar	DZ2102		
International	2408	4	900
International	2405	4	900
Ford	2678	6	300

CAREY GUARD STATION

Make	Engine #	ICS Type	Tank Capacity
International	2418	4	900
International	2422	4	900

BELLEVUE GUARD STATION

Make	Engine #	ICS Type	Tank Capacity
International	2415	4	900
Hummer	2686	6	250

ROCK CREEK YARD

Name	Make	Type	Truck #
Chris Anthony	Dodge	Crew Cab	Bat 2-6
Make	Engine #	ICS Type	Tank Capacity
International	2409	4	900
International	2414	4	900
International	2416	4	900
Tatra	2302	1-Tactical	2400
Freightliner	WT2225	2	3500
Caterpillar	DZ2101	1	
Hummer	2603	6	250

Forest Service:

MINIDOKA RANGER STATION

Name	Make	Type	Vehicle #
Bat 1	Chevy	1500 4X4	4123
Cache Peak	Dodge	1500 4X4	1519D
Cache Peek	Ford	F-550	6522
Div 1	Ford	Expedition	4242
E412 Chase	Ford	F-250	0288K
Fuels 1	Chevy	1500 4X4	4125
Prev 1	Chevy	3500 4x4	4253
	Dodge	2500 4X4	7138
Make	Engine #	ICS Type	Tank Capacity
Freightliner	E411	4	900
Navistar	E412	4	900

FAIRFIELD

Name	Make	Type	Vehicle #
Div 5	Chevy	Silverado	4247
Bat 5	Ford	F250	4132
Prev 5	Chevy	Silverado	4660
Shake IA	Ford	F250	4841

BURLEY YARD

Name	Make	Type	Vehicles #
Mark Wiseman	Dodge	Crew Cab	Div 2-3
Jeff Bedke	Dodge	Crew Cab	Bat 2-1
Ryan Berlin	Chevy	Tahoe	Bat 2-10
Dennie Smyer	Chevy	Quad Cab	945
Make	Engine #	ICS Type	Tank Capacity
International	2410	4	900
International	2429	4	900
Freightliner	2423	4	900
Hummer	2693	6	250
International	WT2226	2	3500
International	2417	4	900
International	2419	4	900

KIMAMA GUARD STATION

Make	Engine #	ICS Type	Tank Capacity
International	2424	4	900
Tatra	2413	4	2400
International	WT2224	2	3500

MALTA GUARD STATION

Make	Engine #	ICS Type	Tank Capacity
International	2427	4	900

ROGERSON GUARD STATION

Make	Engine #	ICS Type	Tank Capacity
Tatra	2401	4	1900
International	2428	4	900

TWIN FALLS AIRPORT

Name	Make	Type	Vehicles #
Erich Gleckler	Ford	Crew Cab	Supt 2-1

NORTH ZONE

Name	Make	Type	Vehicle #
Div 3	Chevy	Silverado	7137
Bat 3	Chevy	2500 HD	4663
Fuels 3	Chevy	2500 HD	4246
Prev 3	Dodge	Dakota	4654
N.Zone IA	Ford	F250	4244
Stanley	Chevy	Silverado	7191
Helitack	Ford	F550	6476
Helitack	Ford	F550	6477
Make	Engine #	ICS Type	Tank Capacity
Ford F550	E631	Type 6	300
Ford F550	E641	Type 6	300

FAIRFIELD

Name	Make	Type	Vehicle #
651 Chase	Dodge	1500	4851
Make	Engine #	ICS Type	Tank Capacity
Ford F550	E651	6	300

EXHIBIT F EMERGENCY EQUIPMENT SHIFT TICKET - OF-297

Your Department will be supplied EMERGENCY EQUIPMENT SHIFT TICKET with booklets to carry on your equipment to document equipment usage when assisting on mutual aid fires or assistance for purposes other than mutual aid or initial attack solely within the AGENCIES jurisdiction. It will be the responsibility of your Engine Captain or Officer in charge to complete a shift ticket for each piece of equipment on the incident and for each operation period prior to leaving the fire scene. Have the AGENCIES Incident Commander, or immediate supervisor (TFLD/DIVS) authorize and sign the ticket. Submit the pink and blue copies of the shift ticket with your billing to the BLM or Forest Service. Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section .

- The equipment hourly rates are effective only after the conditions of the initial attack period have been exceeded (4 hours) and The DEPARTMENT has been officially requested
- Engines must have a minimum of **three** qualified personnel when used on the fireline. In extreme situations, vehicles may respond to the call with two people, but vehicle cost will be reduced by \$21.00 per hour until the third person arrives.
- Command/Chase vehicles will not be charged to an incident unless authorized by the ordering agency and documented on the Resource Order.
- All equipment and financial packets must be returned to the respective incident agency billing address fire business for close-out, unless other arrangements have been made with department liaison

EMERGENCY EQUIPMENT SHIFT TICKET					
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections					
1. AGREEMENT NUMBER 12-FI-11041400-OXX			2. CONTRACTOR (name) Local Fire Department		
3. INCIDENT OR PROJECT NAME Big Fire		4. INCIDENT NUMBER ID-STF-000123	5. OPERATOR (name) Peter Pulaski		
6. EQUIPMENT MAKE 1989 Kenworth		7. EQUIPMENT MODEL T3 Engine	8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER 1HT4288KSA009510		10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
12. DATE MO/DAY/YR	13. EQUIPMENT USE		14. REMARKS		
	START	STOP	HOURS/DAY/MILES <small>(circle one)</small>		
			WORK	SPECIAL	
7/22/XX	1200	1600	4	Mutual Aid Hours	S. Bear, W. Owl
7/22/XX	1600	2300	7	No Break Due to Haz Fire Activity	Continue with fire operations on DIVS Z
					15. EQUIPMENT STATUS <input type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
					16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Peter Pulaski			18. GOVERNMENT OFFICER'S SIGNATURE Susie Government		19. DATE SIGNED 7/22/XX
NSN 7540-01-119-5628 50297-102			OPTIONAL FORM 297 (7-90) USDA/USDI		

FINANCE
CONTRACTOR
EQUIPMENT TIME RECORDER
ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

EXHIBIT H
SAMPLE COST SHARE AGREEMENT
COST SHARE AGREEMENT
BETWEEN

And

And

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME:

INCIDENT NUMBER BY AGENCY:

INCIDENT START DATE AND TIME: at hours

Protection Units:

INCIDENT CAUSE:

COMMAND STRUCTURE:

Start Date/Time: at

End Date/Time: at

COST-SHARE PERIOD: -

INCIDENT COMMANDER(s):

INCIDENT COMMANDER(s):

AGENCY REPRESENTATIVE(s):

UNIFIED ORDERING POINT:

Agency Representatives participating in development of this cost share agreement:

This cost share agreement between the above mentioned agencies was prepared under the following guidelines (*THE FOLLOWING GUIDELINES ARE NEGOTIATED*):

In accordance with this **COOPERATIVE FIRE PROTECTION AGREEMENT Ketchum City Fire Department KETCHUM CITY FIRE DEPARTMENT, the USDI, BUREAU OF LAND MANAGEMENT TWIN FALLS DISTRICT and the USDA, FOREST SERVICE, SAWTOOTH NATIONAL FOREST**

1. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
2. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
3. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
4. Agency specific costs will not be shared.
5. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
6. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
7. Daily cost sharing will be documented and shared with the ICs/ARs for information.
8. Sharing of final actual costs between the agencies will be based on a summary of incident suppression costs and each agency's proportionate share thereof as agreed to by the agency representatives.
9. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost. IMTs are responsible for providing the tracking records associated with aircraft and retardant costs.
10. Modular Airborne Firefighting Systems (MAFFS) will be paid by the USFS and not included in the cost pool.
11. Each agency will be responsible for collecting actual cost/expenditure data that will make up their respectable costs.
12. This cost share will terminate at a date and time agreed upon by all agency administrators at the conclusion of the incident or when conditions significantly change resulting in a need to end or modify this agreement.
13. The parties to this agreement will meet to determine the total costs of each agency on the *Enter Incident Name* Incident. The agency whose total actual costs exceed their proportional share of

the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

<u>AGENCY</u>	<u>GROUND RESOURCES</u>	<u>AIRCRAFT/RETARDANT</u>
<u>DEPARTMENT</u>	<u>%</u>	<u>%</u>
<u>USFS</u>	<u>%</u>	<u>%</u>
<u>BLM</u>	<u>%</u>	<u>%</u>

This agreement and the shares are our best judgments of agency cost responsibilities.

Signature, Agency Representative

Mailing Address:

Telephone:

Signature, Agency Representative

Mailing Address:

Telephone:

Signature, Agency Representative

Mailing Address:

Telephone:

Signature, Agency Representative

Mailing Address:

Telephone:

Date of this finalized agreement:

Contacts are:

Kids to Parks Day: Saturday, May 16, 2015

A Proclamation

WHEREAS, May 16th, 2015 is the fifth Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

NOW THEREFORE, I, Michael David, Council President of Ketchum Idaho do hereby proclaim to participate in Kids to Parks Day. I urge residents of Ketchum to make time May 16th, 2015 to take the children in their lives to a neighborhood, state or national park.

Dated this 4th day of May 2015

City of Ketchum

By _____
Michael David
Council President



City of Ketchum
Planning & Building

April 28, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho 83340

Mayor Jonas and City Councilors:

RE: Consideration of the application by Peter Wolff for Basecamp Townhomes (formerly Schoolhouse Residences) Townhouse Subdivision Final Plat.

Introduction/History

Peter Wolff, with 300 West 6th Street LLC, is requesting approval of a final plat townhouse subdivision for the purposes of constructing two detached townhouse units. The property is located at 300 W. Sixth Street. For further information please refer to attached staff report.

Current Report

See attached staff report.

Financial Requirements/Impacts

No substantial financial impacts are anticipated.

Recommendation

Staff respectfully recommends the City Council approve the Basecamp Townhomes Townhouse Subdivision Final Plat.

Recommended Motion

"I move to approve the Basecamp Townhomes Townhouse Subdivision Final Plat with conditions 1-9."

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Bundy".

Rebecca Bundy
Senior Planner / Building and Development Manager



City of Ketchum
Planning & Building

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF MAY 4, 2015**

- APPLICANTS:** 300 West 6th Street, LLC
- REPRESENTATIVE:** Bruce Smith, PLS, Alpine Enterprises
- PROJECT:** Basecamp Townhomes (Formerly Schoolhouse Residences Townhouse Subdivision)
- FILE NO.:** 14-094
- REQUEST:** Final plat approval for a two (2) unit attached townhouse development with each unit on a separate subplot
- LOCATION:** 300 West 6th Street (Lot 1, Block 74, Ketchum Townsite)
- ZONING:** GR-L, General Residential - Low Density
- NOTICE:** Property owners within 300 feet and agencies were mailed a notice on April 10, 2015. Notice was published in the Idaho Mountain Express on April 15, 2015, and a notice was posted on-site on April 27, 2015.
In addition, the preliminary plat was noticed as follows: Adjacent property owners were mailed a notice on Wednesday, August 20, 2014 regarding the Planning and Zoning Commission public hearing on September 8, 2014.
This exceeds minimum noticing requirements.
- REVIEWER:** Rebecca Bundy, Senior Planner / Building and Development Manager
- ATTACHMENTS:**
- A. Application, dated February 17, 2015, including:
 - Application Form
 - Draft Townhome Declaration Schoolhouse Residences
 - B. Reduced scale final plat, dated February 2015
 - C. Planning and Zoning Commission Final Plat Findings of Fact, signed April 13, 2014
 - D. Reduced scale preliminary plat, dated September 7, 2014
 - E. City Council Preliminary Plat Findings of Fact, signed December 15, 2014
 - F. Public Comment – None to date

BACKGROUND

1. The subject property is located in the General Residential – Low Density (GR-L) Zone District and the lot is 8,229 square feet in size. In the GR-L Zone District, two townhouse units are allowed on a lot that is at least 8,000 square feet in size. Townhouses may be arrayed in a duplex configuration or as two separate detached residential units. In this district, a 35 foot building height is allowed. The vicinity of the subject property is developed with a variety of housing – single family, duplex, and multi-family in the greater area. There is undeveloped land, commonly known as the Simplot Lot and the Higgins property, located across 3rd Avenue, to the northeast.
2. The Planning and Zoning Commission recommended approval of the final plat to the City Council, with Findings of Fact signed on April 13, 2015, subject to 9 conditions (See Attachment C).
3. The City Council approved the Preliminary Plat, with Findings of Fact signed on December 15, 2014 (See Attachment E).
4. The Planning and Zoning Commission approved design review of the project and recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on September 22, 2014, subject to 11 conditions.
5. The applicant has fulfilled obligations of conditions # 7-9 and 11 of the Commission’s recommended preliminary plat conditions. These conditions established requirements for submitting a final infrastructure construction and stormwater plan, obtaining permits to work in the City right-of-way, submission of a final and complete plan set to the Department of Planning and Building and the revegetation/stabilization of the site if construction failed to commence before October 31, 2014.
6. The applicant is proposing two residential dwelling units on the property. One unit is proposed with an approximate size of 2,992 square feet and the other unit will contain a size of approximately 2,628 square feet. The proposed development will replace a demolished single family structure that was previously located on the property.

General Requirements for all Applications				
<i>City departments concerns were addressed by the preliminary plat conditions of approval. In addition, the final plat was reviewed by Public Works and Street Departments.</i>				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.080	Complete Application
				<i>The final plat was reviewed and approved as submitted by the Public Works Director and Street Superintendent.</i>

Compliance with Zoning District and Overlay Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.28.010	<i>Zoning code requirements were reviewed and approved through the design review and preliminary plat process. The final plat conforms to the preliminary plat.</i>

Townhouse Subdivision Requirements

EVALUATION STANDARDS: 16.04.070

Compliant			Standards and Staff Comments	
Yes	No	N/A	Guideline	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B OWNERS DOCUMENTS	<p>Owner's Documents. The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p> <p><i>Staff Comments</i></p> <p><i>The applicant has made complete final plat application including draft CC&R's. The final documents shall be recorded prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C PRELIMINARY PLAT PROCEDURE	<p>1. The subdivider may apply for preliminary plat approval from the commission pursuant to Section 16.04.030.D herein at the time application is made for design review approval pursuant to Chapter 17.96. The Commission may approve, deny or conditionally approve said preliminary plat upon consideration of the action taken on the application for design review of the project.</p> <p>2. The preliminary plat, other data, and the commission's findings shall not be transmitted to the council until construction of the project has commenced under a valid building permit issued by the Ketchum building inspector. The council shall act on the preliminary plat pursuant to Section 16.04.030.E.</p> <p><i>Staff Comments</i></p> <p><i>The Commission has reviewed and recommended approval of the project's design review and preliminary plat applications (#14-078 & 14-094). Building permits (#14-075 & 14-076) have been issued by the building inspector and construction has commenced on the project. The City Council has approved the preliminary plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D FINAL PLAT PROCEDURE	<p>1. The final plat procedure contained in Section 16.040.030.F herein shall be followed. However, the final plat shall not be signed by the City Clerk and recorded until the townhouse has received: approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and, completion of all design review elements as approved by the Planning and Zoning Administrator.</p> <p>2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.</p> <p><i>Staff Comments</i></p> <p><i>Final plat procedure shall be followed. The above requirements have been made conditions of approval #8 and 9.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E GARAGE	<p>All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots, provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p> <p><i>Staff Comments</i></p> <p><i>Each unit has an attached garage, and the garages are tied to each unit. The building footprints are shown on the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F GENERAL APPLICABILITY	<p>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.</p> <p><i>Staff Comments</i></p> <p><i>All other ordinances and regulations shall be followed. The townhouse proposal reflects good layout and planning for the two units as the development relates to the parent parcel, its location and orientation, and the neighborhood.</i></p>

RECOMMENDED CONDITIONS

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void. The final plat shall be filed with the Blaine County recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control";
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application;
7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met;
8. The final plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator; and
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

**Attachment A.
Application,
dated February 17, 2015**

- Application Form
- Draft Townhome Declaration Schoolhouse Residences

File Number: _____

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: Basecamp Townhomes

OWNER OF RECORD: Peter Wolff DBA 300 W. 6th St., L.L.C.

ADDRESS OF OWNER: 141 Citation Way, Ste. 7, Hailey, ID 83333

REPRESENTATIVE OF OWNER: Bruce Smith, PLS, Alpine Enterprises, Inc.

CONTACT: Owner: ___ Representative: X Phone No.: 208-727-1988
Mailing Address: PO Box 2037, Ketchum, ID 83340

LEGAL DESCRIPTION: (attach if necessary): Lot 1, Block 74, Ketchum Townsite

STREET ADDRESS: 300 W. 6th St.

SUBDIVISION FEATURES: Number of Lots: 2 Sublots
Number of Dwelling Units: 2

Total land area in acres or square feet: +/- 8229 sq. ft.

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

Overlay District: Flood ___ Avalanche ___ Pedestrian ___ Mountain ___

Type: Condominium ___ Land ___ PUD ___ Townhouse X

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

Easements to be dedicated on final plat: (describe briefly): Utilities

Proposed and existing exterior lighting: (described briefly): low watt, downcast

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes X	No ___	Water Supply: Ketchum Municipal X
Curbs & Gutters	Yes ___	No X	Private Wells ___
Sidewalks	Yes X	No ___	
Street Lights	Yes ___	No X	Sewer System: Public X
Street Signs	Yes ___	No X	Septic ___
Fire Hydrant(s)	Yes ___	No X	Cesspool ___
Extend Water Lines	Yes X	No services	
Extend Sewer Lines	Yes X	No services	Power: Underground - proposed
			Overhead - existing

ATTACHMENTS TO COMPLETE APPLICATION:

- Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations
- Copy of current title report and owner's recorded deed to the subject property
- Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

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

Signature of Owner/Representative: Bruce Smith Alpine Enterprises Date: 17 FEB 15

Pursuant to Resolution No. 08-123, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, attorney review, legal noticing, and copying costs associated with the application. The City will require a retainer to be paid by the applicant at the time of application submittal to cover said costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the City.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Lawson Laski Clark & Pogue, PLLC
PO Box 3310
Ketchum, ID 83340

(space above line for recorder's use)

**TOWNHOME DECLARATION
SCHOOLHOUSE RESIDENCES**

THIS DECLARATION IS MADE AS OF _____, 2014 BY PETER WOLFF LLC,
A WASHINGTON LIMITED LIABILITY COMPANY ("DECLARANT")

ARTICLE I

RECITALS

A. Declarant is the owner of certain property located in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as Lot 1 in Block 74 of the CITY OF KETCHUM, according to the official plat thereof, records of Blaine County, Idaho ("Property").

B. Declarant is constructing, or has constructed multistory townhouse residential dwelling units on the Property so that each Townhome is located on a separate parcel of land.

C. Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II

INTERPRETATION

2.1 Declarant is Original Owner. Declarant is the original Owner of the Property and all improvements located thereon and will continue to be deemed the Owner thereof except as conveyances or documents changing such Ownership regarding specifically described lots within the Property are filed of record.

2.2 Captions and Schedules. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any schedules or exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

2.3 Definitions.

2.3.1 "Declarant" shall mean Peter Wolff LLC, a Washington limited liability company.

2.3.2 "Declaration" shall mean this Townhome Declaration and any amendments thereof.

2.3.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Townhome including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation.

2.3.4 "Persons" shall include natural persons, partnerships, corporations, associations and personal representatives.

2.3.5 "Plat" shall mean the final plat for the Schoolhouse Residences recorded in the official records of Blaine County, Idaho concurrently herewith.

2.3.6 "Property" shall mean and refer to the real property described in Article I, paragraph A above.

2.3.7 "Sublot" shall mean and refer to any one of the parcels which constitute a portion of the Property.

2.3.8 "Townhome" shall mean the single-family residential unit located on a Sublot.

2.4 Owner Consent or Approval. Whenever any of the provisions of this Declaration required the consent or approval of, or a decision by, the Owners, then, unless otherwise expressly provided herein, the consent, approval or affirmative decision of all of the Owners shall be deemed to be required.

ARTICLE III

PROPERTY RIGHTS

3.1 Sublots. Subject to the provisions of this Declaration, each Owner shall have the right to own, use and enjoy the Sublot owned by said Owner.

3.2 Easements

3.2.1 Right to Use. Subject to the provisions of this Declaration, each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

3.2.2 Driveway Easement. There is hereby created upon, across and over each Sublot, in the location identified on the Plat a mutual, reciprocal driveway access easement to allow for access to the parking garages included in each townhome.

3.2.3 Utility Easement. There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Declarant.

3.2.4 Easement for Owner Duties. There is hereby reserved to Declarant and each Owner, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Owners as set forth herein.

3.2.5 Easement for Encroachments. Each Sublot is hereby declared to have an easement over the adjoining Sublot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building located on any Sublot, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachment so long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event any building or improvement on a Sublot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over the adjoining Sublot shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachment shall not be construed to be encumbrances affecting the marketability of title to either Sublot.

3.2.6 Easement Over Sublots. There is hereby reserved to each Owner an easement over the adjoining Sublot to the extent reasonably necessary to permit said Owner to repair, maintain and improve the improvements on said Owner's Sublot; and to permit said Owner to move personal property in and out of the improvements on said Owner's Sublot. Provided, each Owner shall utilize only such portion of the other Sublot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of the other Sublot by the Owner thereof; and at said Owner's sole expense, repair any damage caused to the other Sublot and improvements to as near the original condition as reasonably practicable.

ARTICLE IV

ALTERATIONS, NUISANCES, ETC.

4.1 Alterations. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Sublot or the improvements located thereon from its natural or improved state as of completion of the construction of the original improvements shall be made or done without the prior written approval of the Owner of the adjoining Sublot. No building, fence, wall, residence, or other structure shall be constructed or erected, altered, made or done without the prior written approval of the Owner of the adjoining Sublot. In the event an Owner fails to approve, modify or

disapprove in writing an application submitted within thirty (30) days after plans and specifications in writing have been submitted to such Owner, approval will be deemed denied.

4.2 Nuisances. No nuisance shall be permitted to exist or operate upon any Sublot or improvement thereon so as to be detrimental to any other Sublot or property in the vicinity thereof or to its occupants.

4.3 Maintenance of the Property.

4.3.1 Joint Responsibilities. The Owners shall retain a third party property manager to control and manage, for and on behalf of each Owner, the maintenance, repair and replacement of all the exterior portions of each Townhome, including, but not limited to, roofing, siding, exterior painting, driveways, hardscape and all landscaping and irrigation systems in a uniform manner, in first class condition and in a good state of repair. In addition to the foregoing, the property manager shall control and maintain the following: stoops, porches, balconies, railings, siding, stucco, window frame and/or trim, any exterior fencing that is located on a property line, and the exterior painting (or other appropriate external care of all buildings and other improvements) of both Townhomes including all the exterior painting of all doors (including without limitation all entry, siding, sliding, and garage doors), all in a manner and with such frequency as is consistent with good property management.

4.3.2 Cost of Joint Maintenance. The cost of joint maintenance shall be shared equally by the Owners. The Owners shall set up a separate bank account for the purpose of joint maintenance (the "Maintenance Account") and fund the Maintenance Account in advance for all anticipated joint maintenance expenses. In the event an Owners fails or refuses to fund the Maintenance Account, the other may fund the entire maintenance costs, and, in such case, shall have a claim for contribution against the other Owner for one-half of the costs actually expended on necessary maintenance and repairs, including lien rights as set forth in Section 4.3.4, below.

4.3.3 Owner Responsibilities. Except for the performance of maintenance work to be performed by the property manager as specifically set forth in the Section 4.3.1, above, each Owner is responsible for all maintenance, repair and replacement of all improvements on the Owner's Sublot, and shall keep the Sublot owned by him/her, and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the following: plumbing, electrical lines on each Sublot up to the meter, gas and electric meters, windows (even if broken from an outside source), all doors (including without limitation entry, siding, sliding, storm and garage doors), door hardware such as knobs and locks, keys, garage mechanical system, window and door screens, doorbells, door siding and door pans, telephone and television lines or other lines servicing solely a Sublot, weather stripping, chimney cleaning, dryer vents and cleaning, and each Townhome's fire system.

4.3.4 Lien. The Owner incurring the costs and who has a right to contribution pursuant to this Section 4.3 shall have a lien upon the Sublot of the non-contributing Owner and may prepare a written notice of lien setting forth the amount of such costs, and identifying the Sublot upon which the costs in question were incurred and the name of the Owner thereof. The lien for such costs shall attach upon recordation of the notice of lien. Such lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall

continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. The lien may be foreclosed in the same manner as provided in the laws of the State of Idaho for the foreclosure of lien on real property, or as otherwise provided by law. In any such foreclosure, the Owner of the Sublot being foreclosed upon shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and recordation of the notice of lien and in connection with the foreclosure. The costs expended for which the lien is filed shall also be the personal and individual debt of the defaulting Owner and suit to recover a money judgment (together with all costs, expenses and reasonable attorney's fees) therefor may be maintained without foreclosing or waiving the lien.

4.4 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply.

ARTICLE V

INSURANCE

5.1 Insurance by Owner. The Owners of each Sublot shall obtain fire insurance, with extended coverage (including vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage) endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation), together with comprehensive liability insurance, with respect to the Sublot. All such policies shall name the Owner of the adjoining Townhome as co-insured and shall not be cancelled without thirty (30) days notice to the other Owner.

5.2 Reconstruction. In the event of damage or destruction by fire or other casualty to either Sublot or improvement thereof, the Owner thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Sublot and improvements in a good workmanlike manner substantially the same as the original plans and specifications of said property.

ARTICLE VI

GENERAL PROVISIONS

6.1 Duration. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term commencing on the date hereof and ending upon the written revocation of all of the Owners.

6.2 Amendment. This Declaration may not be amended without the written consent of all of the Owners. Any amendment must be recorded.

6.3 Enforcement. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such proceeding shall be entitled to recover costs of suit, including reasonable attorney fees.

6.4 Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

6.5 Notices for All Purposes. Any notice permitted or required to be delivered under the provisions of this Declaration may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered seventy-two (72) hours after a copy has been deposited in the United States mail, postage prepaid, for first-class mail, addressed to the person entitled to such notice at the most recent address given by such person in writing, for the purpose of service of such notice. All notices to Declarant shall be delivered to Declarant at the following address:

[Insert address]

Mailing addresses may be changed from time to time by a notice in writing.

6.6 Arbitration. Any disagreement between or among any Owner or Owners and/or the Declarant with respect to the interpretation or application of this Declaration or the obligations arising thereunder shall be determined by arbitration. Such arbitration shall be conducted, upon request of the Owner or Declarant desiring arbitration, before three arbitrators (unless the parties to such arbitration agree to one arbitrator) designated by the American Arbitration Association and in accordance with the rules of such Association. The arbitrators designated and acting under this Declaration shall make their decision in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. In accordance with such rules, the arbitrators shall determine the controversy in accordance with the laws of the State of Idaho as applied to the facts found by them. The expense or arbitration proceedings conducted hereunder shall be borne equally by the parties to such arbitration. All arbitration proceedings hereunder shall be conducted in the City of Ketchum, Idaho. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

DATED this _____ day of _____, 2014.

Peter Wolff, LLC

By: _____
Peter Wolff, Manager

State of Idaho)
) ss.
County of)

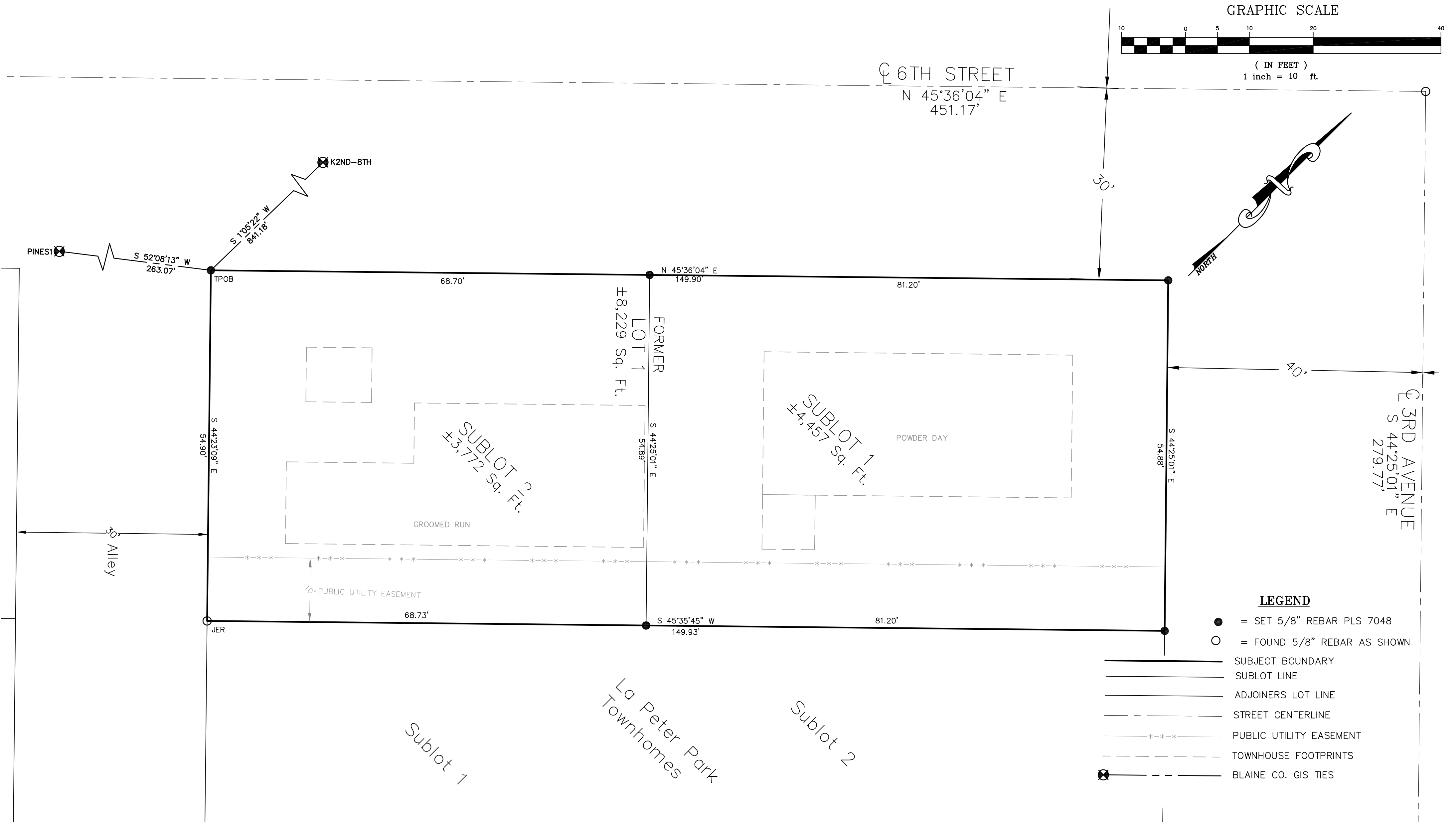
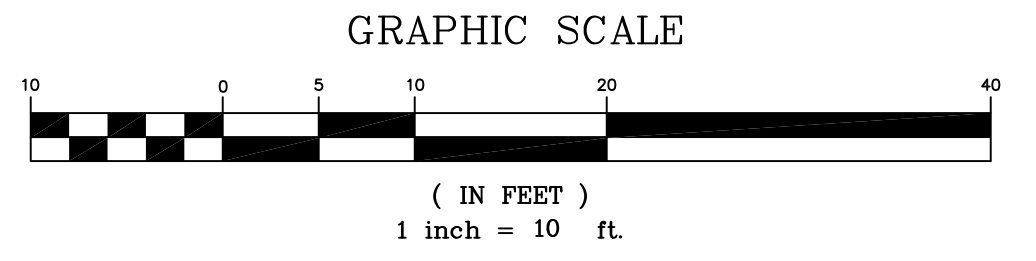
On this ____ day of _____, in the year of 2014, before me, a Notary Public in and for said State, personally appeared, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho
Residing at _____
My Commission expires _____

**Attachment B.
Reduced scale final plat,
dated February 2015**

A PLAT SHOWING BASECAMP TOWNHOMES

WHEREIN LOT 1, BLOCK 74, KETCHUM TOWNSITE IS SUBDIVIDED INTO 2 TOWNHOUSE SUBLOTS AS SHOWN
LOCATED WITHIN SECTION 13, T. 4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
FEBRUARY 2015



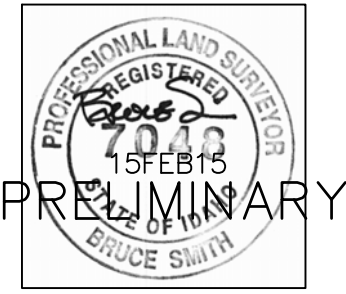
- LEGEND**
- = SET 5/8" REBAR PLS 7048
 - = FOUND 5/8" REBAR AS SHOWN
 - = SUBJECT BOUNDARY
 - = SUBLLOT LINE
 - = ADJOINERS LOT LINE
 - - - = STREET CENTERLINE
 - *-*-* = PUBLIC UTILITY EASEMENT
 - - - = TOWNHOUSE FOOTPRINTS
 - ⊗ = BLAINE CO. GIS TIES

NOTES

1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, at Grid in US Survey Feet. Combined Project Scale Factor is 0.9997.
2. Boundary Information is from the Plat of The Village Of Ketchum, filed as Instrument No. 302967, Blaine County Records.
3. Documents that may affect this Plat include Inst. No. 105077, Blaine County Records.
5. Declaration and CCRs for BASECAMP TOWNHOMES are Recorded in Blaine County as Inst. No. _____.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District, EHS



PRELIMINARY

Attachment C.
Planning and Zoning Commission Final Plat Findings of Fact,
signed April 13, 2014

IN RE:)	
)	
Schoolhouse Residences)	KETCHUM PLANNING AND ZONING
Townhouse Subdivision)	COMMISSION - FINDINGS OF FACT,
Final Plat)	CONCLUSIONS OF LAW AND DECISION
)	
File Number: 14-078)	

BACKGROUND FACTS

APPLICANTS: 300 West 6th Street, LLC

REPRESENTATIVE: Peter Wolff

PROJECT: Basecamp Townhomes (Formerly Schoolhouse Residences) Townhouse Subdivision)

FILE NO.: 14-094

REQUEST: Final plat approval for a two (2) unit attached townhouse development with each unit on a separate subplot.

LOCATION: 300 West 6th Street (Lot 1, Block 74, Ketchum Townsite)

ZONING: GR-L, General Residential - Low Density

NOTICE: Adjacent property owners were mailed a notice on Wednesday, August 20, 2014 regarding the Planning and Zoning Commission public hearing on September 8, 2014. Further notice is not required.

REVIEWER: Morgan Brim and Rebecca Bundy, Senior Planners

GENERAL FINDINGS OF FACT

1. The subject property is located in the General Residential – Low Density (GR-L) Zone District and the lot is 8,229 square feet in size. In the GR-L Zone District, two townhouse units are allowed on a lot that is at least 8,000 square feet in size. Townhouses may be arrayed in a duplex configuration or as two separate detached residential units. In this district, a 35 foot building height is allowed. The vicinity of the subject property is developed with a variety of housing – single family, duplex, and multi-family in the greater area. There is undeveloped land, commonly known as the Simplot Lot and the Higgins property, located across 3rd Avenue, to the northeast.
2. The Planning and Zoning Commission approved design review of the project and recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on September 22, 2014, subject to 11 conditions.

3. The City Council approved the Preliminary Plat, with Findings of Fact signed on December 15, 2014.
4. The applicant has fulfilled obligations of conditions # 7-9 and 11 of the Commission's recommended preliminary plat conditions. These conditions established requirements for submitting a final infrastructure construction and stormwater plan, obtaining permits to work in the City right-of-way, submission of a final and complete plan set to the Department of Planning and Building and the revegetation/stabilization of the site if construction failed to commence before October 31, 2014.
5. The applicant is proposing two residential dwelling units on the property. One unit is proposed with an approximate size of 2,992 square feet and the other unit will contain a size of approximately 2,628 square feet. The proposed development will replace a demolished single family structure that was previously located on the property.
6. Attachments to the March 23, 2015 staff report:
 - A. Application, dated February 17, 2015, including:
 - Application Form
 - Draft Townhome Declaration Schoolhouse Residences
 - B. Reduced scale final plat, dated February 2015
 - C. Planning and Zoning Commission Findings of Fact, signed September 22, 2014
 - D. City Council Findings of Fact, signed December 15, 2014
 - E. Reduced scale preliminary plat, dated September 14, 2014

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

EVALUATION STANDARDS

General Requirements for all Applications				
<i>City departments concerns were addressed by the preliminary plat conditions of approval. In addition, the final plat was reviewed by Public Works and Street Departments.</i>				
Compliant			Standards and Decision	
Yes	No	N/A	City Code	City Standards and <i>Decision</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.96.080	Complete Application
				<i>The final plat was reviewed and approved as submitted by the Public Works Director and Street Superintendent.</i>

Compliance with Zoning District and Overlay Requirements					
Compliant			Standards and Decision		
Yes	No	N/A	Guideline	City Standards and Decision	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.28.010	<i>Zoning code requirements were reviewed and approved through the design review and preliminary plat process. The final plat conforms to the preliminary plat.</i>	

Townhouse Subdivision Requirements					
EVALUATION STANDARDS: 16.04.070					
Compliant			Standards and Decision		
Yes	No	N/A	Guideline	City Standards and Decision	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B OWNERS DOCUMENTS	<p>Owner's Documents. The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p> <p><i>Decision</i></p> <p><i>The applicant has made complete final plat application including draft CC&R's. The final documents shall be recorded prior to recordation of the final plat.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.C PRELIMINARY PLAT PROCEDURE	<p>1. The subdivider may apply for preliminary plat approval from the commission pursuant to Section 16.04.030.D herein at the time application is made for design review approval pursuant to Chapter 17.96. The Commission may approve, deny or conditionally approve said preliminary plat upon consideration of the action taken on the application for design review of the project.</p> <p>2. The preliminary plat, other data, and the commission's findings shall not be transmitted to the council until construction of the project has commenced under a valid building permit issued by the Ketchum building inspector. The council shall act on the preliminary plat pursuant to Section 16.04.030.E.</p> <p><i>Decision</i></p> <p><i>The Commission has reviewed and recommended approval of the project's design review and preliminary plat applications (#14-078 & 14-094). Building permits (#14-075 & 14-076) have been issued by the building inspector and construction has commenced on the project. The City Council has approved the preliminary plat.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.D FINAL PLAT PROCEDURE	<p>1. The final plat procedure contained in Section 16.040.030.F herein shall be followed. However, the final plat shall not be signed by the City Clerk and recorded until the townhouse has received:</p> <ul style="list-style-type: none"> a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and, b. Completion of all design review elements as approved by the Planning and Zoning Administrator. <p>2. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.</p> <p><i>Decision</i></p> <p><i>Final plat procedure shall be followed. The above requirements have been made conditions of approval</i></p>	

Compliant			Standards and Decision	
Yes	No	N/A	Guideline	City Standards and <i>Decision</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E GARAGE	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots, provided that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			<i>Decision</i>	<i>Each unit has an attached garage, and the garages are tied to each unit. The building footprints are shown on the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F GENERAL APPLICABILITY	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.
			<i>Decision</i>	<i>All other ordinances and regulations shall be followed. The townhouse proposal reflects good layout and planning for the two units as the development relates to the parent parcel, its location and orientation, and the neighborhood.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning code, Title 17.
3. The Commission has authority to hear the applicant's Subdivision Application pursuant to Chapters 17.96 and 16.04 of Ketchum Municipal Code Titles 16 and 17.
4. The City of Ketchum Planning Department provided adequate notice for the review of this application.
5. The project **does** meet the standards of approval under Chapter 17.96 of Zoning Code, Title 17 and Chapter 16.04, of Subdivision Code, Title 16, subject to conditions of approval.
5. This approval is given for Basecamp Townhomes (formerly Schoolhouse Residences), Townhouse Subdivision, final plat, dated February 2015, by Alpine Enterprises, Inc.

DECISION

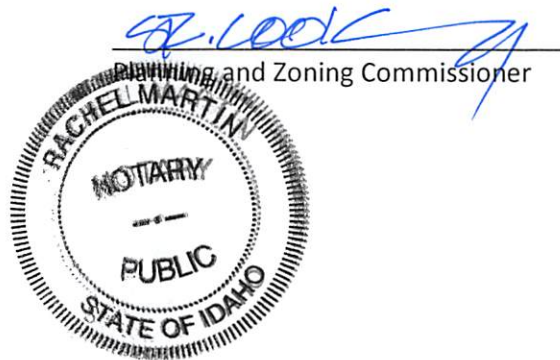
THEREFORE, the Ketchum Planning and Zoning Commission **approves** this Final Plat Townhouse Subdivision Application this Monday, March 23rd, 2015, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void. The final plat shall be filed with the Blaine County recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void;

3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control";
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application;
7. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met;
8. The final plat shall not be signed by the City Clerk and recorded until the townhouse has received:
 - a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
 - b. Completion of all design review elements as approved by the Planning and Zoning Administrator; and
9. The Council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to Section 17.96.120.

Findings of Fact **adopted** this 13th day of April, 2015.

STATE OF IDAHO)
) ss.
 County of Blaine)



On this 13th day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Cook, known or identified to me to be the person whose name is subscribed to the within instrument.

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

Rachel Martin

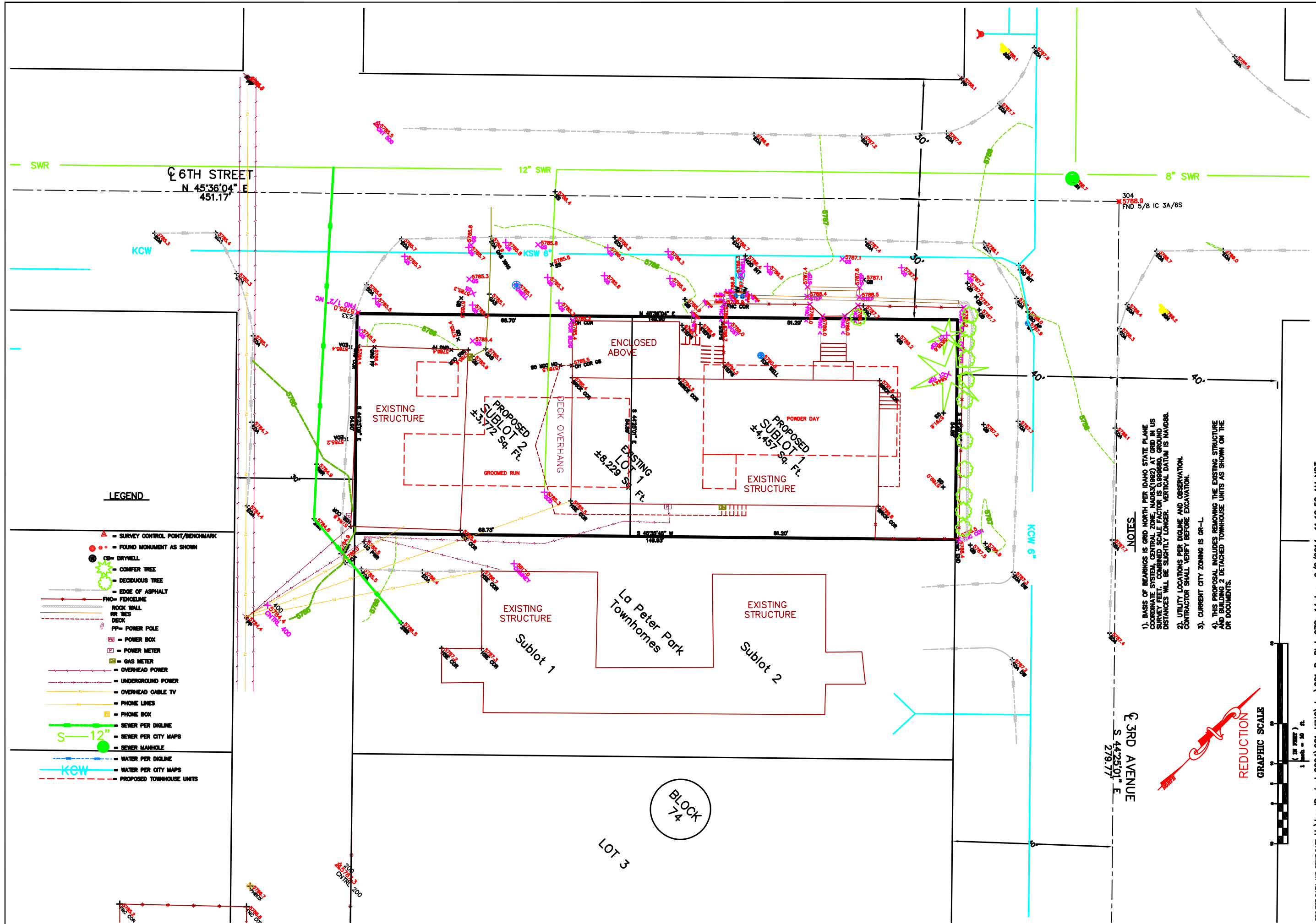
Notary Public for Idaho

Residing at: Blaine County

Commission Expires: November 5, 2019



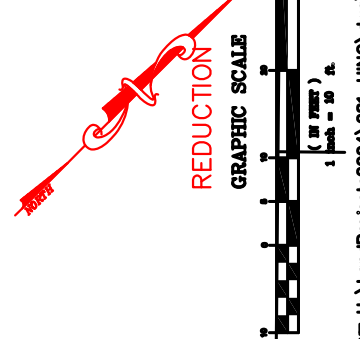
**Attachment D.
Reduced scale preliminary plat,
dated September 7, 2014**



LEGEND

- ▲ = SURVEY CONTROL POINT/BENCHMARK
- = FOUND MONUMENT AS SHOWN
- = DRYWELL
- = CONIFER TREE
- = DECIDUOUS TREE
- = EDGE OF ASPHALT
- = FENCELINE
- = ROCK WALL
- = RR TIES
- = DECK
- = POWER POLE
- = POWER BOX
- = POWER METER
- = GAS METER
- = OVERHEAD POWER
- = UNDERGROUND POWER
- = OVERHEAD CABLE TV
- = PHONE LINES
- = PHONE BOX
- = SEWER PER DIGLINE
- = SEWER PER CITY MAPS
- = SEWER MANHOLE
- = WATER PER DIGLINE
- = WATER PER CITY MAPS
- = PROPOSED TOWNHOUSE UNITS

- NOTES**
- 1). BASIS OF BEARINGS IS GRID NORTH PER IDAHO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(1982) AT GRID IN US SURVEY FEET. COMBINED SCALE FACTOR IS 0.999960. GROUND DISTANCES WILL BE SLIGHTLY LONGER. VERTICAL DATUM IS NAVD83.
 - 2). UTILITY LOCATIONS PER DIGLINE AND OBSERVATION. CONTRACTOR SHALL VERIFY BEFORE EXCAVATION.
 - 3). CURRENT CITY ZONING IS OR-L.
 - 4). THIS PROPOSAL INCLUDES REMOVING THE EXISTING STRUCTURE AND BUILDING 2 DETACHED TOWNHOUSE UNITS AS SHOWN ON THE DR DOCUMENTS.



PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\281_HINO.dwg\281_PrelPlat_07Sep14.dwg 9/8/2014 11:18:58 AM MDT

Alpine Enterprises Inc.
Surveying, Mapping and Natural Hazards Consulting
280 River St. E., Lower Level
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1988 727-1987 fax
email: alpine7@mindspring.com

Professional Engineer Seal:
ALPINE ENTERPRISES INC.
07SEP14
STATE OF IDAHO

NO. DATE BY

REVISIONS

Sheet 1 of 1

A PRELIMINARY PLAT SHOWING
SCHOOLHOUSE RESIDENCES TOWNHOMES
A TOWNHOUSE SUBDIVISION OF LOT 1, BLK 74, KETCHUM TOWNSITE
WITHIN S13, T.4N., R.17E., B.M.; CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR 300 6th St. West, LLC

**Attachment E.
City Council Preliminary Plat Findings of Fact,
signed December 15, 2014**

IN RE:)	
Schoolhouse Residences)	KETCHUM CITY COUNCIL
Townhouse Subdivision)	- FINDINGS OF FACT
Preliminary Plat)	CONCLUSIONS OF LAW AND DECISION
)	
File Number: 14-094)	

BACKGROUND FACTS

REPRESENTATIVE: Peter Wolff

PROJECT: Schoolhouse Residences Townhouse Subdivision

FILE NO.: 14-094

REQUEST: Preliminary plat approval for a two (2) unit detached townhouse development with each unit on a separate subplot.

LOCATION: 300 West 6th Street (Lot 1, Block 74, Ketchum Townsite)

ZONING: GR-L, General Residential - Low Density

NOTICE: Adjacent property owners were mailed a notice on Wednesday, August 20, 2014 regarding the Planning and Zoning Commission public hearing on September 8, 2014. Further notice of the City Council public hearing is not required.

REVIEWER: Morgan Brim, AICP, Senior Planner

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

GENERAL FINDINGS OF FACT

1. The subject property is located in the General Residential – Low Density (GR-L) Zone District and the lot is 8,229 square feet in size. In the GR-L Zone District, two townhouse units are allowed on a lot that is at least 8,000 square feet in size. Townhouses may be arrayed in a duplex configuration or as two separate detached residential units. In this district, a 35 foot building height is allowed. The vicinity of the subject property is developed with a variety of housing – single family, duplex, and multi-family in the greater area. There is undeveloped land, commonly known as the Simplot Lot and the Higgins property, located across 3rd Avenue, to the northeast.

2. The Planning and Zoning Commission approved design review of the project and recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on September 22, 2014, subject to 11 conditions.

3. The applicant has fulfilled obligations of conditions # 7 and 9-11 of the Commission's recommended conditions. These conditions established requirements for submitting a final infrastructure construction and stormwater plan, obtaining permits to work in the City right-of-way, submission of a final and complete plan set to the Department of Planning and Building and the revegetation/stabilization of the site if construction failed to commence before October 31, 2014.
4. The applicant is proposing two residential dwelling units on the property. One unit is proposed with an approximate size of 2,992 square feet and the other unit will contain a size of approximately 2,628 square feet. The proposed development will replace a demolished single family structure that was previously located on the property.
5. City departments reviewed the plans and convened in a Development Review Group meeting to discuss the proposed development with the applicant present. The following staff observations and requirements are in place and the applicant was put on notice of these provisions.

Civil/utility/infrastructure-related:

- Each unit must be served by separate water meters, and separate water and sanitary sewer service lines.
- A storm water management plan designed by a licensed civil engineer has been required as part of the building permit application to address on-site storm water retention, design of the storm water along the alley, 3rd Avenue and 6th Street.
- A utility plan designed by a licensed civil engineer has been required as part of the building permit application.
- The location of the proposed driveway points of access to the property is acceptable.
- No curb, gutter or sidewalk is required in this zone district; however better pedestrian connections are needed in this part of the community. The applicant has worked with staff to find a solution by providing a decomposed gravel path, separated from the street by a grass planting strip, along 6th Street. The condition of the alley has been confirmed and any change to the alley shall not impact drainage or access for other properties utilizing the alley.
- The applicant has obtained applicable permits for work in the city right-of-way prior to excavation. Said work has now been completed.

Fire:

- Fire hydrant locations are acceptable and no additional hydrants are necessary.
- Addresses have been approved by the fire chief.

General:

- Separate building permits have been issued for each of the townhouse units.
- A demolition permit was approved and issued for the single family structure that was recently demolished on the property.

Attachments to the December 1, 2014 staff report:

- A. Application, dated August 14, 2014, including:
 - Application Form
 - Draft Townhome Declaration Schoolhouse Residences

- B. Reduced scale preliminary plat, dated November 19, 2014
- C. Planning and Zoning Commission Findings of Fact, signed September 22, 2014

Note: For ease of describing and discussing the two proposed units, "Powder Day", (easterly, accessed from 3rd Avenue) will be referred to as Unit 1 and "Groomed Run" (westerly, accessed from the alley) will be referred to as Unit 2. Later these will become sublots.

FLOOR AREA:

Existing: As noted above, an existing single family house on the lot will be demolished.

Proposed:

Unit 1: Proposed 2,992 sq.ft.

Unit 2: Proposed 2,628 sq.ft.

Total: TOTAL 5,620 sq.ft.

LOT AREA: 8,229 square feet

LOT COVERAGE: Building Lot Coverage:

Unit 1: Proposed 1126 sq.ft. (Anticipated 26.0% coverage of subplot)

Unit 2: Proposed 1130 sq.ft. (Anticipated 28.6% coverage of subplot)

Total: TOTAL 2256 sq.ft.

27.4% Lot Coverage proposed for the parent parcel (35% percent allowed on the entire parent parcel).

BUILDING HEIGHT: Unit 1: 35'-0" Unit 2: 35'-0" (3 stories proposed, 35 feet is allowed.)

SETBACKS:

Note: For the purposes of evaluating setbacks – 3rd Avenue is considered the front yard, 6th Street and the internal lot line yard are considered the side yard, and the alley is considered the rear yard.

PROPOSED SETBACKS:

FRONT: 15 feet **REAR:** 15 feet **SIDE:** 12 feet

REQUIRED SETBACKS:

FRONT: 15 feet **REAR:** 12 feet **SIDE:** 12 feet

CURB CUT: 22 feet of driveway curb-cut is proposed per driveway or 40 percent for each frontage (35 percent allowed). Driveway width should be reduced to 19 feet.

PARKING SPACES: 4 proposed (4 required in total, 2 per unit)

EVALUATION STANDARDS

16.04.070 TOWNHOUSES.

B. Owner's Documents. The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall

adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

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

Conclusion: This standard has been met.

C. Preliminary Plat Procedure.

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

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

Finding: The Commission has reviewed and recommended approval of the project's design review and preliminary plat applications (#14-078 & 14-094). Building permits (#14-075 & 14-076) have been issued by the building inspector and construction has commenced on the project.

Conclusion: This standard has been met.

D. Final Plat Procedure.

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

- a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,
- b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

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

Finding: This application is for preliminary plat.

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

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

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

Conclusion: This standard has been met.

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

Finding: All other ordinances and regulations shall be followed. The townhouse proposal reflects good layout and planning for the two units as the development relates to the parent parcel, its location and orientation, and the neighborhood.

Conclusion: This standard shall be met and continued compliance with all established operating conditions will be required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Planning Commission and City Council for review of this application.
4. The proposed preliminary plat **does** meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. This approval is given for the preliminary plat of Schoolhouse Residences Townhomes Subdivision, plans dated November 19, 2014, by Alpine Enterprises, Inc.

DECISION

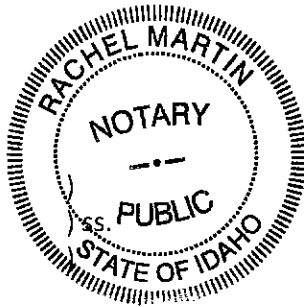
THEREFORE, the Ketchum City Council **approves** this preliminary plat application this 1st day of December, 2014, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. The failure to obtain final plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road";and,

- c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
- 6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 7. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
- 8. All requirements of the Fire, Utility, Building, Planning and Public Works departments of the City of Ketchum shall be met.

Findings of Fact **adopted** this 15th day of December, 2014.

STATE OF IDAHO
 County of Blaine



Nina Jonas
 Nina Jonas
 Mayor

On this 15th day of December, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Nina Jonas, known or identified to me to be the person whose name is subscribed to the within instrument.

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

Rachel Martin
 Notary Public for Idaho
 Residing at: Blaine County
 Commission Expires: NOV 5, 2019

Attachment F.
Public Comment
None to date



City of Ketchum
Parks & Recreation

April 27, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**RECOMMENDATION TO APPROVE ART IN PUBLIC PLACES AGREEMENTS FOR
ART ON FOURTH PUBLIC ART EXHIBIT**

Introduction/History

The "Art on Fourth" public sculpture display is in its eighth year. Each year, artists are solicited through a Call for Artists. Artists are then selected through a blind jury process. Selected artists are informed of their selection and are required to sign an "Art in Public Places Agreement" that outlines responsibilities, timelines, and indemnification regarding the art exhibit.

Current Report

Art in Public Places Agreements are attached for the 2015 Art on Fourth artists: Jacob Novinger, Ken McCall, Greg Bartlett, Teresa McHugh, and Michael Coleman.

Financial Requirement/Impact

Art on Fourth artists are paid a stipend of \$700 per piece of artwork displayed. This expenditure comes from the Ketchum Arts Commission Trust Fund as approved by the Fiscal Year 2014-15 budget process.

Recommendation

I respectfully recommend that the Art in Public Places Agreements be approved by City Council for Council President Michael David's signature.

Recommended Motion

No motion necessary, this is a Consent Calendar item.

Sincerely,

SHARON LEWIS
Arts & Events Coordinator

Director of Parks & Recreation

ART IN PUBLIC PLACES AGREEMENT

(City of Ketchum/ Jacob Nowinger)

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and Jacob Nowinger ("Owner").

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the "Art") on the location described in Exhibit B attached hereto and hereby made a part of this Agreement (the "Display Site"). The placement of the Art shall be at the sole discretion of City in consultation with the Ketchum Community Development Corporation (the "KCDC").
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation thereon and removal there from. Once the Art has been installed on the Display Site to City's satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within 30 (Thirty) days of the end of the Display Period, then City may and without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a

lien for such fees and costs.

4. Term and Display Period. The term of this Agreement shall run from June 14, 2013, until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until October 29, 2015 (the "Display Period"). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any reason whatsoever or for no reason.
5. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner's written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
6. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation there on and its removal there from. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
7. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
8. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.*
9. Notice. All written communications under this Agreement shall be addressed as follows:

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

OWNER:
Jacob Naringer
PO Box 42
Coaling 17
83330

10. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies and signatures.

j. 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 have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Jonas Nina, Mayor

By: _____
Its: _____

ATTEST:

Reviewed and approved as to
form and content exclusively for the
City of Ketchum:

Sandra E. Cady, CMC
City Treasurer/Clerk

By: _____
_____, City Attorney

ART IN PUBLIC PLACES AGREEMENT
(City of Ketchum/ Michael Coleman)

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and Michael Coleman ("Owner").

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the "Art") on the location described in Exhibit B attached hereto and hereby made a part of this Agreement (the "Display Site"). The placement of the Art shall be at the sole discretion of City in consultation with the Ketchum Community Development Corporation (the "KCDC").
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation thereon and removal there from. Once the Art has been installed on the Display Site to City's satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within 30 (Thirty) days of the end of the Display Period, then City may and without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a

lien for such fees and costs.

4. Term and Display Period. The term of this Agreement shall run from June 14, 2013, until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until October 29, 2015 (the "Display Period"). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any reason whatsoever or for no reason.
5. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner's written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
6. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation there on and its removal there from. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
7. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
8. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.*
9. Notice. All written communications under this Agreement shall be addressed as follows:

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

OWNER:
Michael Coleman
PO Box 1538
Ketchum ID
83340

10. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies and signatures.

j. 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 have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Jonas Nina, Mayor

By: _____
Its: _____

ATTEST:

Reviewed and approved as to
form and content exclusively for the
City of Ketchum:

Sandra E. Cady, CMC
City Treasurer/Clerk

By: _____
_____, City Attorney

ART IN PUBLIC PLACES AGREEMENT
(City of Ketchum/Teresa H. Hugh)

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and Teresa H. Hugh ("Owner").

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the "Art") on the location described in Exhibit B attached hereto and hereby made a part of this Agreement (the "Display Site"). The placement of the Art shall be at the sole discretion of City in consultation with the Ketchum Community Development Corporation (the "KCDC").
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation thereon and removal there from. Once the Art has been installed on the Display Site to City's satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within 30 (Thirty) days of the end of the Display Period, then City may and without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a

lien for such fees and costs.

4. Term and Display Period. The term of this Agreement shall run from June 14, 2013, until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until October 29, 2015 (the "Display Period"). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any reason whatsoever or for no reason.
5. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner's written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
6. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation there on and its removal there from. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
7. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
8. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.*
9. Notice. All written communications under this Agreement shall be addressed as follows:

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

OWNER:
Teresa McHugh
5935 N. 16th St.
Coeur d'Alene ID Dalton Gardens ID
83315

10. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies and signatures.

j. 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 have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Jonas Nina, Mayor

By: _____
Its: _____

ATTEST:

Reviewed and approved as to
form and content exclusively for the
City of Ketchum:

Sandra E. Cady, CMC
City Treasurer/Clerk

By: _____
_____, City Attorney

ART IN PUBLIC PLACES AGREEMENT
(City of Ketchum/ Greg Bartlett)

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and Greg Bartlett ("Owner").

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the "Art") on the location described in Exhibit B attached hereto and hereby made a part of this Agreement (the "Display Site"). The placement of the Art shall be at the sole discretion of City in consultation with the Ketchum Community Development Corporation (the "KCDC").
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation thereon and removal there from. Once the Art has been installed on the Display Site to City's satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within 30 (Thirty) days of the end of the Display Period, then City may and without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a

lien for such fees and costs.

4. Term and Display Period. The term of this Agreement shall run from June 14, 2013, until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until October 29, 2015 (the "Display Period"). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any reason whatsoever or for no reason.
5. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner's written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
6. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation there on and its removal there from. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
7. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
8. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.*
9. Notice. All written communications under this Agreement shall be addressed as follows:

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

OWNER:
Greg Bartlett
3175 E. 3521 N
Twin Falls ID
83301

10. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies and signatures.

j. 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 have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Jonas Nina, Mayor

By: _____
Its: _____

ATTEST:

Reviewed and approved as to
form and content exclusively for the
City of Ketchum:

Sandra E. Cady, CMC
City Treasurer/Clerk

By: _____
_____, City Attorney

ART IN PUBLIC PLACES AGREEMENT
(City of Ketchum/ Ken McCall)

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and Ken McCall ("Owner").

RECITALS

WHEREAS, City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, City has exclusive control of the public rights-of-way; and

WHEREAS, Owner desires to install a certain work of art in the public right-of-way for the enjoyment of the public; and

WHEREAS, City desires to grant Owner permission to do so because such public display of art will promote the public health and welfare.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Grant of Revocable License. City hereby grants to Owner a revocable license to display the artwork described in Exhibit A attached hereto and hereby made a part of this Agreement (the "Art") on the location described in Exhibit B attached hereto and hereby made a part of this Agreement (the "Display Site"). The placement of the Art shall be at the sole discretion of City in consultation with the Ketchum Community Development Corporation (the "KCDC").
3. Transportation, Installation and Removal. Owner shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the Display Site and its installation thereon and removal there from. Once the Art has been installed on the Display Site to City's satisfaction and until removal of the Art from the Display Site, City shall provide personal property insurance for the Art in an amount equal to its wholesale value. If Owner fails or refuses to remove the Art and restore the Display Site to a condition as good or better than the condition of the Display Site within 30 (Thirty) days of the end of the Display Period, then City may and without limiting any other rights or remedies hereunder, but shall not be required to, remove the Art, place it in storage and charge reasonable removal fees, storage fees and insurance costs and to have and enforce a

lien for such fees and costs.

4. Term and Display Period. The term of this Agreement shall run from June 1, 2014, until the Art is removed and the Display Site is restored to the reasonable satisfaction of the City. Owner shall display the Art on the Display Site from the time of installation until October 29, 2015 (the "Display Period"). Unless a street closure is required to remove the Art, Owner may remove the Art at any reasonable time prior to such date. Either party may terminate the Display Period at any time for any reason whatsoever or for no reason.
5. Ownership/Authority/Copyright and Reproduction Rights. Owner hereby represents that it owns all right, title and interest in and to the Art or that it has full Authority to execute this Agreement. At no time during the course of this Agreement shall City have any right, title or interest in or to the Art unless specifically agreed to in writing by both Owner and City. City shall not make any commercial use of the Art without the Owner's written consent; however, City may publish and distribute photographs of the Art as installed on the Display Site for noncommercial purposes.
6. Release and Indemnification. Owner hereby releases, holds harmless and agrees to indemnify and defend the City, its elected officials, appointed officials, agents, employees and volunteers from and against any and all damages, injuries to persons or property, including damage to the Art, personal injuries (without limitation including death) liabilities, claims or obligations in any manner related to or arising from the transportation of the Art to the Display Site, its installation there on and its removal there from. Such release and indemnification shall not apply to any damages, injuries to persons or property, including the Art, personal injuries (without limitation including death) liabilities, claims or obligations arising from the negligence of City, its elected officials, appointed officials, agents, employees or volunteers.
7. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than City and Owner. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
8. Compliance With Laws/Public Records. Owner, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Owner of any obligation or responsibility imposed upon Owner by law. Without limitation, Owner hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Owner for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.*
9. Notice. All written communications under this Agreement shall be addressed as follows:

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

OWNER:
Ken McCall
483 N. Overlyview
Idaho, ID
83712

10. Miscellaneous.

- a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
- b. 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.
- c. 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.
- d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest and heirs of Owner.
- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies including, without limitation, specific performance.
- f. 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.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. 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.
- i. 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. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies

and signatures.

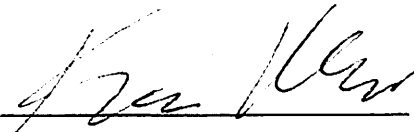
- j. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

OWNER

By: _____
Jonas Nina, Mayor

By:  _____
Its: _____

ATTEST:

Reviewed and approved as to
form and content exclusively for the
City of Ketchum:

Sandra E. Cady, CMC
City Treasurer/Clerk

By: _____
_____, City Attorney



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

May 4, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Refunding of the 2006A Water Revenue Bonds

Introduction/History

In April 2006 the City adopted Ordinance No. 981, authorizing and providing for the issuance of a Water Revenue Bond, Series 2006A, in the principal amount of \$2,800,000, for the purpose of financing a portion of the costs of acquisition of improvements to the domestic water system of the City.

In April 2006 the City adopted Ordinance No. 983, authorizing and providing for the issuance of a Water Revenue Refunding Bond, Series 2006B, in a principal amount not to exceed \$3,105,000 for the purpose of advance refunding the City's outstanding Water Revenue Bonds, Series 1998.

The 2006A & 2006B Water Revenue Bonds were issued through the Idaho Bond Bank Authority (IBBA): A bond bank is a state level entity which lends money to local governments within the state, with the goal of providing funds for their infrastructure needs and access to the capital markets at competitive interest rates.

Under the Idaho Bond Bank program "IBBA", a municipality obtains a loan from the Bond Bank secured by either the municipality's bond or a loan agreement with the Bond Bank. The Bond Bank pools several loans to municipalities into one bond issue. The municipalities then repay the loan, and those repayments are used to repay the revenue bonds. The Bond Bank can obtain better credit ratings, more attractive interest rates, and lower underwriting costs than municipalities could achieve individually. The Bond Bank is able to pledge certain state funds as additional security for its bonds, further reducing interest costs.

The Idaho Bond Bank Authority can open doors to municipalities that were previously barred from the capital markets due to the high costs of financing or challenging credit situations. The current underlying rating from Moody's Rating Agency is Aa1.

Current Report

Cameron Arial, Vice President of Zions Bank Public Finance and Christian Anderson, Financial Analyst of Zions Bank Public Finance will be here to discuss the refunding of the 2006A Water Revenue Bonds and to answer any questions you may have.

The 2006A Water Revenue Bonds are callable on September 15, 2016. The City is allowed to do an advance refunding (since it is prior to the call date) of any bond series just once in its lifetime. The advanced refunding bond proceeds will be escrowed until September 15, 2016 call date.

The 2006B Water Revenue Refunding Bonds were an advance refunding of the original 1998 bonds, so they cannot be refunded again until the call date of September 15, 2016.

Two Options for Refunding the 2006A Water Revenue Bonds:

Standard Refunding-Estimated Statistics:

NPV (Net Present Value) (%) - 11.055%

NPV Savings (\$) - \$291,860

Gross Savings (\$) - \$329,341

Accelerated Refunding-Estimated Statistics:

NPV (Net Present Value) (%) - 11,891%

NPV Savings (\$) - \$313,925

Gross Savings (\$) - \$441,610

Zions recommends the Accelerated option which produces the most savings and reduces the term of the bonds by 1 year, rather than taking the savings annually.

IBBA anticipates an August competitive bond sale and could include this if the City would like. The deadline for applications is May 31st and Zions Bank has prepared the application for the City.

Refund Series 2006A Water Revenue Bonds

Par - \$2,410,000

NPV Savings – 11.891% or \$313,925

Negative Arbitrage – (73,384.48)

Costs of Issuance –

Underwriter's Discount - \$15,665

IBBA Administrative Fee - \$3,963.85

Municipal Advisor - \$15,000

Bond Counsel - \$15,000

IBBA Costs of Issuance (20% share) - \$26,200

Miscellaneous - \$3,800

Transfer from Prior DSRF (Debt Service Reserve Fund) - \$169,005.94

New DSRF – N/A

Zions is assuming that the Bond Bank will waive the DSRF requirement given the City's strong coverage. In order to waive the requirement you need to have coverage of at least 1.5x based on your most recent audit. With the City's 2014 audit we have 1.77x coverage. This increases savings substantially.

The Bond Bank application fee is due at the time of application. Please note that Zions will not charge a fee until they are successful in issuing the refunding bonds. Their costs have been included in the refunding analyses.

Financial Requirement/Impact

The Application Fee of \$500, due with submittal of Application.
The Costs of Issuance will be paid through the refunding of the bonds.

The Paying Agent fee is estimated at \$1,500 per year. (Trust is provided by a separate entity that the IBBA engages.)

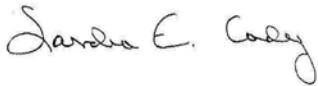
Recommendation

I respectfully recommend the City Council move forward with the Refunding of the 2006A Water Revenue Bonds.

Recommended Motion

"I move to authorize Zions Bank work together with City Staff and the City Attorney in refunding the 2006A Water Revenue Bonds per the Accelerated Refunding option."

Sincerely,



Sandra E. Cady, CMC
City Treasurer/Clerk

Idaho Bond Bank Authority

City of Ketchum, Idaho

\$2,780,000 Water Revenue Bonds

Series 2006A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/15/2015	15,000.00	5.000%	60,163.75	75,163.75	75,163.75
03/15/2016	-	-	59,788.75	59,788.75	-
09/15/2016	20,000.00	5.000%	59,788.75	79,788.75	139,577.50
03/15/2017	-	-	59,288.75	59,288.75	-
09/15/2017	20,000.00	4.000%	59,288.75	79,288.75	138,577.50
03/15/2018	-	-	58,888.75	58,888.75	-
09/15/2018	20,000.00	4.200%	58,888.75	78,888.75	137,777.50
03/15/2019	-	-	58,468.75	58,468.75	-
09/15/2019	25,000.00	4.250%	58,468.75	83,468.75	141,937.50
03/15/2020	-	-	57,937.50	57,937.50	-
09/15/2020	25,000.00	4.250%	57,937.50	82,937.50	140,875.00
03/15/2021	-	-	57,406.25	57,406.25	-
09/15/2021	25,000.00	4.200%	57,406.25	82,406.25	139,812.50
03/15/2022	-	-	56,881.25	56,881.25	-
09/15/2022	25,000.00	4.250%	56,881.25	81,881.25	138,762.50
03/15/2023	-	-	56,350.00	56,350.00	-
09/15/2023	25,000.00	4.300%	56,350.00	81,350.00	137,700.00
03/15/2024	-	-	55,812.50	55,812.50	-
09/15/2024	25,000.00	4.300%	55,812.50	80,812.50	136,625.00
03/15/2025	-	-	55,275.00	55,275.00	-
09/15/2025	30,000.00	5.000%	55,275.00	85,275.00	140,550.00
03/15/2026	-	-	54,525.00	54,525.00	-
09/15/2026	30,000.00	5.000%	54,525.00	84,525.00	139,050.00
03/15/2027	-	-	53,775.00	53,775.00	-
09/15/2027	25,000.00	4.500%	53,775.00	78,775.00	132,550.00
03/15/2028	-	-	53,212.50	53,212.50	-
09/15/2028	250,000.00	4.500%	53,212.50	303,212.50	356,425.00
03/15/2029	-	-	47,587.50	47,587.50	-
09/15/2029	265,000.00	4.500%	47,587.50	312,587.50	360,175.00
03/15/2030	-	-	41,625.00	41,625.00	-
09/15/2030	275,000.00	4.500%	41,625.00	316,625.00	358,250.00
03/15/2031	-	-	35,437.50	35,437.50	-
09/15/2031	285,000.00	4.500%	35,437.50	320,437.50	355,875.00
03/15/2032	-	-	29,025.00	29,025.00	-
09/15/2032	300,000.00	4.500%	29,025.00	329,025.00	358,050.00
03/15/2033	-	-	22,275.00	22,275.00	-
09/15/2033	315,000.00	4.500%	22,275.00	337,275.00	359,550.00
03/15/2034	-	-	15,187.50	15,187.50	-
09/15/2034	330,000.00	4.500%	15,187.50	345,187.50	360,375.00
03/15/2035	-	-	7,762.50	7,762.50	-
09/15/2035	345,000.00	4.500%	7,762.50	352,762.50	360,525.00
Total	\$2,675,000.00	-	\$1,933,183.75	\$4,608,183.75	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/18/2015
Average Life	15.630 Years
Average Coupon	4.5010848%
Weighted Average Maturity (Par Basis)	15.630 Years
Weighted Average Maturity (Original Price Basis)	15.811 Years

Refunding Bond Information

Refunding Dated Date	8/18/2015
Refunding Delivery Date	8/18/2015

Series 2006 IBBA Water Re | SINGLE PURPOSE | 4/29/2015 | 9:52 AM

Idaho Bond Bank Authority

City of Ketchum, Idaho

\$2,780,000 Water Revenue Bonds

Series 2006A

Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/15/2015	15,000.00	5.000%	875.00	15,875.00	15,875.00
03/15/2016	-	-	500.00	500.00	-
09/15/2016	20,000.00	5.000%	500.00	20,500.00	21,000.00
Total	\$35,000.00	-	\$1,875.00	\$36,875.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/18/2015
Average Life	0.646 Years
Average Coupon	4.5010848%
Weighted Average Maturity (Par Basis)	0.646 Years
Weighted Average Maturity (Original Price Basis)	15.811 Years

Refunding Bond Information

Refunding Dated Date	8/18/2015
Refunding Delivery Date	8/18/2015

Idaho Bond Bank Authority

City of Ketchum, Idaho

\$2,410,000 Water Revenue Refunding Bonds

Refund Series 2006A; w/o DSRF; ACCELERATED

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S	Fiscal Total
08/18/2015	-	-	-	-	-	(3,158.04)	-
09/15/2015	-	-	-	-	15,875.00	15,875.00	12,716.96
03/15/2016	-	-	60,576.25	60,576.25	500.00	61,076.25	-
09/15/2016	-	-	52,675.00	52,675.00	20,500.00	73,175.00	134,251.25
03/15/2017	-	-	52,675.00	52,675.00	-	52,675.00	-
09/15/2017	25,000.00	3.000%	52,675.00	77,675.00	-	77,675.00	130,350.00
03/15/2018	-	-	52,300.00	52,300.00	-	52,300.00	-
09/15/2018	25,000.00	4.000%	52,300.00	77,300.00	-	77,300.00	129,600.00
03/15/2019	-	-	51,800.00	51,800.00	-	51,800.00	-
09/15/2019	30,000.00	5.000%	51,800.00	81,800.00	-	81,800.00	133,600.00
03/15/2020	-	-	51,050.00	51,050.00	-	51,050.00	-
09/15/2020	30,000.00	5.000%	51,050.00	81,050.00	-	81,050.00	132,100.00
03/15/2021	-	-	50,300.00	50,300.00	-	50,300.00	-
09/15/2021	30,000.00	5.000%	50,300.00	80,300.00	-	80,300.00	130,600.00
03/15/2022	-	-	49,550.00	49,550.00	-	49,550.00	-
09/15/2022	30,000.00	5.000%	49,550.00	79,550.00	-	79,550.00	129,100.00
03/15/2023	-	-	48,800.00	48,800.00	-	48,800.00	-
09/15/2023	30,000.00	5.000%	48,800.00	78,800.00	-	78,800.00	127,600.00
03/15/2024	-	-	48,050.00	48,050.00	-	48,050.00	-
09/15/2024	30,000.00	5.000%	48,050.00	78,050.00	-	78,050.00	126,100.00
03/15/2025	-	-	47,300.00	47,300.00	-	47,300.00	-
09/15/2025	35,000.00	5.000%	47,300.00	82,300.00	-	82,300.00	129,600.00
03/15/2026	-	-	46,425.00	46,425.00	-	46,425.00	-
09/15/2026	35,000.00	5.000%	46,425.00	81,425.00	-	81,425.00	127,850.00
03/15/2027	-	-	45,550.00	45,550.00	-	45,550.00	-
09/15/2027	30,000.00	5.000%	45,550.00	75,550.00	-	75,550.00	121,100.00
03/15/2028	-	-	44,800.00	44,800.00	-	44,800.00	-
09/15/2028	255,000.00	5.000%	44,800.00	299,800.00	-	299,800.00	344,600.00
03/15/2029	-	-	38,425.00	38,425.00	-	38,425.00	-
09/15/2029	270,000.00	5.000%	38,425.00	308,425.00	-	308,425.00	346,850.00
03/15/2030	-	-	31,675.00	31,675.00	-	31,675.00	-
09/15/2030	285,000.00	5.000%	31,675.00	316,675.00	-	316,675.00	348,350.00
03/15/2031	-	-	24,550.00	24,550.00	-	24,550.00	-
09/15/2031	295,000.00	4.000%	24,550.00	319,550.00	-	319,550.00	344,100.00
03/15/2032	-	-	18,650.00	18,650.00	-	18,650.00	-
09/15/2032	310,000.00	4.000%	18,650.00	328,650.00	-	328,650.00	347,300.00
03/15/2033	-	-	12,450.00	12,450.00	-	12,450.00	-
09/15/2033	325,000.00	4.000%	12,450.00	337,450.00	-	337,450.00	349,900.00
03/15/2034	-	-	5,950.00	5,950.00	-	5,950.00	-
09/15/2034	340,000.00	3.500%	5,950.00	345,950.00	-	345,950.00	351,900.00
Total	\$2,410,000.00	-	\$1,553,851.25	\$3,963,851.25	\$36,875.00	\$3,997,568.21	-



City of Ketchum

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

May 4, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Intermountain Gas Franchise Ordinance

Introduction/History

The City currently has a franchise agreement with Intermountain Gas that will expire on June 30, 2015. The franchise agreement provides a non-exclusive license to Intermountain Gas to allow it to provide natural gas to the City's citizens through transmission lines, which are located in City rights of way. The current agreement provides for a three percent franchise fee, which is paid quarterly. In order for Intermountain Gas to continue to provide this service and for the City to continue to receive the franchise fee, the City and Intermountain Gas need to enter into a new franchise agreement prior to the expiration of the current agreement.

Current Report

The proposed franchise agreement, which is adopted through an ordinance, is proposed for a ten year period. The franchise fee remains the same at three percent, which is the maximum allowed by law. The City's street superintendent made some minor modifications to the procedures for construction in the City rights of way, and the comprehensive liability insurance limits have been increased. Other than these two changes, the agreement is identical to the previous franchise agreement between Intermountain Gas and the City. The proposed agreement would be effective from July 1, 2015 through June 30, 2025. The minimum term allowed by law for a franchise agreement is ten years and the maximum term allowed is fifty years.

Financial Requirement/Impact

The agreement provides that in return for the use of the City's rights of ways for gas transmission lines, Intermountain Gas will pay a three percent franchise fee of its gross revenues to the City. The payments will be made quarterly.

Recommendation

I recommend the approval of the ordinance after three readings, with the first reading to be May 4, 2015; the second reading to be May 18, 2015; and the third and final reading to be June 15, 2015. Pursuant to state statute, the ordinance cannot be adopted for at least 30 days after its introduction.

Recommended Motion

I move to approve the first reading of an Ordinance of the City of Ketchum Granting to Intermountain Gas Company a Ten Year Non-Exclusive Franchise.

Sincerely,
Stephanie J. Bonney
City Attorney

ORDINANCE NUMBER 1134

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TEN (10) YEAR NON-EXCLUSIVE FRANCHISE TO INSTALL, CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SERVICE; PROVIDING DEFINITIONS; REGULATING USE OF THE PUBLIC WAYS; SUBJECTING FRANCHISEE TO THE POWERS OF THE CITY; PROVIDING THE TERM OF FRANCHISE; PROVIDING FOR INSPECTION OF RECORDS; REQUIRING FRANCHISEE TO FURNISH MAPS; REQUIRING A FRANCHISE FEE; PROVIDING FOR REMOVAL OF FRANCHISEE'S PROPERTY; PROVIDING FOR REVOCATION FOR CAUSE; REQUIRING FRANCHISEE TO INDEMNIFY CITY AND PROVIDE INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; PROVIDING CITY'S AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCPETANCE; PROVIDING FOR CONSENT TO SALE OR ASSIGNMENT; PROVIDING FOR PAYMENT OF PUBLICATION COST; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE AND PROVIDING AN EFFECTIVE" DATE.

BE IT IS ORDAINED by the Mayor and City Council of the City of Ketchum, Idaho, that:

SECTION 1. PURPOSE. The public ways of the City of Ketchum serve a variety of municipal and utility purposes providing for the public health, safety and welfare. Franchisee is hereby permitted to use said public ways for its gas transmission and distribution service purposes under the terms and conditions contained herein.

SECTION 2. DEFINITIONS. For the purpose of this Ordinance and Franchise, the following terms shall have the meaning given herein.

- A. "CITY" means the City of Ketchum, a municipal corporation of the State of Idaho.
- B. "COUNCIL" means the City Council of the City of Ketchum, Idaho.
- C. "CUSTOMER" means a person or user of the gas system who lawfully receives gas service with Franchisee's permission.
- D. "FRANCHISE" shall mean the authorization provided by this Ordinance issued by the City, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes installation, construction, maintenance or operation of the gas transmission and distribution system for the purpose of offering gas service to customers.

E. "FRANCHISEE" means INTERMOUNTAIN GAS COMPANY, the person to whom a Franchise, as hereinabove defined, is granted by the council under this Ordinance, and the lawful agent, successor, transferee or assignee of said person, subject to such conditions as may be prescribed by the City.

F. "GAS SERVICE" means the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City to a Customer.

G. "GROSS REVENUES" means any and all receipts and revenues received by Franchisee from all sales of gas and transportation charges to Customers within the corporate limits of the City.

H. "PERSON" means any individual, firm, partnership, corporation, organization, association of other legal entity.

I. "PROPERTY OF FRANCHISEE" means all property owned, installed or used by Franchisee in the conduct of its gas service business in the City under the authority of the Franchise granted pursuant to this Ordinance.

J. "PUBLIC WAY" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, drive, circle or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses.

K. "SHALL" means mandatory, not merely advisory.

L. "STATE" means the State of Idaho.

SECTION 3. GRANT OF NON-EXCLUSIVE FRANCHISE.

A. There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns, a ten (10) year non-exclusive Franchise to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under upon, over, across, and along the public ways within the present and future corporate limits of the City for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through, and beyond said City.

B. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Franchisee in writing if the City should cease to have this power.

C. The Franchise granted pursuant to this Ordinance shall be non-exclusive and shall not preclude the City from granting other or further Franchises or permits or preclude the City from using any public way or affect its jurisdiction over them or any part of them, or limit the

full power of the City to make such changes, as the City shall reasonable deem necessary, including but not limited to the dedication, establishment, maintenance, and improvement of all new public ways.

SECTION 4. USE OF THE PUBLIC WAYS.

A. Franchisee shall secure a permit for any construction it shall make in the public way in the City and shall be subject to all applicable ordinances, but no fee shall be required of the Franchisee for any such permit.

B. The location or relocation of all property of Franchisee shall be made under the supervision and with the approval of such representatives as the City may designate for such purpose, but not so as unreasonably to interfere with the proper operation of Franchisee's gas service.

C. Franchisee shall not unnecessarily or unreasonably obstruct the use of or damage any public way, and shall within a reasonable time as early as practicable (per current standards; see dig/excavation permit) upon completion of any construction or repair work, restore all City public ways to substantially the same order or better condition, as deemed by the City, as they were before the excavation was made.

D. All property of Franchisee constructed under this Franchise shall be placed and maintained at such places and positions in or upon such public ways so as not to interfere with the passage of traffic and the use of the public ways.

E. Franchisee shall be responsible for any obstruction to a public way caused by it in the installation, construction, operation and maintenance of its property occurring at any time and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Franchisee demanding removal, is not promptly removed by Franchisee may be removed by the City and the costs thereof shall be charged against Franchisee and may be enforced as a lien upon any of its properties or assets.
Franchisee shall provide proper traffic control for all maintenance and construction activities per the Manual of Traffic Control Devices.

F. Franchisee shall maintain, repair and keep in good condition for a period of three (3) years from the date of acceptance by the City, those portions of public ways disturbed by Franchisee or its agents.

G. Whenever the City shall pave or repave any public way or shall change to grade or line of any public way or shall construct or reconstruct any conduit, water main, sewer or water connection or other City public works or City utility, it shall be the duty of Franchisee when so ordered by the City to change its mains, services and other property of Franchisee in the public ways at its own expense so as to conform to the established grade or line of such public way and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, Franchisee shall not be required to relocate pipes, mains and appurtenances when the public way in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to

Franchisee. The City will make reasonable effort to avoid the need for such moving or changing whenever possible.

H. Whenever, in the reasonable opinion of the City, any of Franchisee's property needs to be relocated or altered due to a construction or repair project by the City in a public way, Franchisee shall move or relocate said property within sixty (60) days from receiving written notice from the City, unless the extent of the project and the health, safety and welfare of the public dictate another reasonable time period. However, in the event such relocation is required due to emergency repairs deemed necessary by the City, such relocation or moving shall be accomplished within twenty-four (24) hours, unless the extent of the project and the health, safety and welfare of the public dictate another reasonable time period.

I. In the event Federal, State or other funds are available in whole or in part for utility relocation or alteration purposes, the City may apply for such funds and the Franchisee will be reimbursed to the extent any such funds are actually obtained.

J. Whenever the City grants a permit for any excavation in a public way and the work contemplated by the permit may expose property of the Franchisee or the facilities of any public provider within the City, the Franchisee, or the entity conducting the excavation, after obtaining the necessary City permit therefore, shall comply in every respect with the terms and conditions of Title 55, Chapter 22, Idaho Code, as may be amended.

SECTION 5. POWERS OF THE CITY.

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances and resolutions adopted pursuant thereto. Provided however, the City retains the right to modify this agreement to include any provision granted by Franchisee to another jurisdiction in Idaho that is deemed by the City to be of public benefit.

SECTION 6. TERM OF FRANCHISE.

The Franchise herein and hereby made to said Franchisee is granted for, and limited in time to, a period of ten (10) years from July 1, 2015 through and including June 30, 2025.

SECTION 7. INSPECTION OF RECORDS- FRANCHISEE TO FURNISH MAPS.

A. Upon reasonable advance notice, the City shall have the right to inspect and audit the records of Franchisee necessary for the enforcement of the Franchise and verification of the accuracy of Franchise fee payments at any time during the normal business hours, provided that the City shall maintain the confidentiality of any trade secrets or other proprietary information in the possession of Franchisee. Such documents shall be limited specifically to records pertaining to the calculation of Franchise payments to the City.

B. Upon request, Franchisee shall furnish the City with a complete set of maps, including plans and profile of the gas system of Franchisee and any known future extensions within the City. Provided that the City shall maintain the confidentiality of any trade secrets or other proprietary information and maps shall not be used for locating gas facilities with the intent of excavating.

SECTION 8. *FRANCHISE FEE*

A. As consideration for this Franchise, Franchisee, during the Franchise period, shall pay to the City three percent (3%) of the gross revenue as that term is defined in Section 2 herein.

B. Franchisee shall pay the Franchise fee to the City quarterly for the preceding three (3) months.

C. Such quarterly payments shall be in lieu of taxes, fees or charges (other than ad valorem taxes) related to easements, Franchises, rights-of-way, permits, utility lines and equipment installation, maintenance and removal during the term of Franchisee's Franchise with the City, which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

D. Franchisee shall file within thirty (30) days after the end of each calendar quarter a report with the City for the preceding calendar quarter, verified by the affidavit of the general manager, auditor, treasurer, or assistant treasurer of said Franchisee, which report shall contain a statement in such form and detail as shall from time to time be prescribed by the City, of all the gross revenue received by said Franchisee within the City for the calendar quarter preceding such report, and at the same time the Franchisee shall pay to the City the stipulated percentage of the gross quarterly revenue due for the quarter for which said report is made and filed.

E. All sums which become delinquent shall accumulate interest at the rate of interest established by the Idaho Public Utilities Commission for customer deposits, as may be amended. This accrual of interest is not intended to waive or in any manner restrict City's ability to elect any procedure or method of collection permissible by law to enforce all the terms and conditions of this Ordinance and Franchise.

SECTION 9. *REMOVAL OF PROPERTY OF FRANCHISEE.*

A. In the event the Franchisee removes its property, Franchisee shall promptly restore the public way or other areas in accordance with local regulations and standards from which such property has been removed to a condition similar to that existing before such removal and satisfactory to the City.

SECTION 10. *REVOCAION FOR CAUSE.*

A. If Franchisee violates or fails to comply with any material provision of this Franchise, the City shall give written notice to Franchisee of the alleged non-compliance of the Franchise. Franchisee shall have sixty (60) days, or such lesser time if reasonably deemed an emergency by the City, from the date of notice of non-compliance to cure such alleged default or, if such default cannot be cured within sixty (60) days, or such lesser time if reasonably deemed an emergency by the City, to present to the City a plan of action whereby such default can be promptly cured.

B. If such default continues beyond the applicable dates agreed to for such cure, the City shall give Franchisee written notice that all rights conferred under this Ordinance and the Franchise may be revoked or terminated by the Council after a public hearing. Franchisee shall be entitled to not less than thirty (30) days prior notice of the date, time and place of the public hearing. The City may elect. In lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the district court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and recover damages and costs incurred by the City by reason of Franchisee's failure to comply.

SECTION 11. *FRANCHISE LIABILITY-INDEMNIFICATION.*

It is expressly understood and agreed by and between the Franchisee and the City that the Franchisee shall save the City harmless from, and defend the City from all loss or damages sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, caused by acts or omissions of the Franchisee in the installation, construction, operation or maintenance of Franchisee's property or its gas service or any other actions of Franchisee in the City. The City shall notify, in writing, Franchisee within ten (10) days after presentation of any claim or demand, either by suit or otherwise, made against the City caused by any of the aforesaid acts or omissions on the part of the Franchisee. Franchisee shall thereupon have the duty to appear and defend any such suit or action on behalf of the City, without cost or expense to the City:

SECTION 12. *INSURANCE.*

A. Franchisee shall, concurrently with the filing of an acceptance of this Franchise granted hereunder, furnish to the City Clerk, and at all times during the existence of the Franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy, for the purpose of protecting the City and all persons against liability for loss or damage, for personal injury, death and property damage, civil rights violations, and errors or omissions, caused by the operations of Franchisee under this Franchise. Such policy shall name the city as an insured with regard to the aforementioned losses or damages caused by Franchisee.

B. Such policy shall provide insurance against property damage in an amount not less than \$1,000,000.00 and bodily injury with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation.

C. The certificate of insurance reflecting the policy mentioned in the foregoing subsections shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City thirty (30) days in advance of the effective date thereof.

D. All of the above-described insurance policies shall contain provisions that the insurance carriers shall have no right of recovery or subrogation against the City, or the City's insurance carriers with regard to the aforementioned losses or damages caused by Franchisee.

SECTION 13. SAFETY REGULATION COMPLIANCE.

Franchisee shall comply with and conform to all safety regulations promulgated by the United States, State of Idaho or City of Ketchum, or any regulatory body having jurisdiction thereof.

SECTION 14. AGREEMENT NOT TO COMPETE, POWER OF EMINENT DOMAIN AND OTHER POWERS.

In consideration of Franchisee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of distributing and selling gas during the life of this Franchise or any extension thereof in competition with Franchisee; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain or any other power or powers granted to it under the laws of the State of Idaho.

SECTION 15. SURRENDER OF FRANCHISE.

In the event natural gas at any time shall cease to be available to Franchisee for the distribution and sale hereunder, Franchisee reserves the right to surrender this Franchise. In the event of such surrender, or of the expiration or termination of this Franchise, or in any of such events, Franchisee reserves the right to salvage all of its property and will restore City's public ways damaged by such salvage operation to substantially the same order and condition, as deemed by the City, as they were before the salvage was made.

SECTION 16. CHANGES, ALTERATION, AMENDMENTS.

In the event of an amendment to the laws, rules or regulations of the State of Idaho or the Public Utilities Commission of Idaho applicable to this Ordinance and Franchise, the terms of this Ordinance and Franchise and the right and privileges hereby conferred and reserved may be changed, altered, amended or modified upon mutual agreement between the City and the Franchisee, which agreement shall not be unreasonably withheld.

SECTION 17. WRITTEN ACCEPTANCE.

Franchisee shall within twenty (20) days after the passage and publication of this Ordinance, file with the City Clerk its acceptance of this Franchise in writing signed by its proper officers and attested by its corporate seal, together with the certificates of insurance required by Section 11, herein.

SECTION 18. SALE OR ASSIGNMENT OF FRANCHISE.

This Franchise shall not be sold, assigned or otherwise alienated without the express consent of the city, which consent shall not be unreasonably withheld, and no dealings with an assignee on the part of the City to require the performance of any act or payment of any compensation by the assignee shall be deemed to operate as such consent; provided, that nothing herein shall be construed to prevent Franchisee of this Franchise from including it in a mortgage or trust deed executed for the purpose of obtaining money for corporate objects.

SECTION 19. PUBLICATIONS COSTS.

Franchisee shall assume the cost of publication of this Franchise as such publication is required by law.

SECTION 20. SAVINGS AND SEVERABILITY CLAUSE.

If any part or parts of this Ordinance or the application thereof to any particular circumstance shall ever be held invalid or Unenforceable by Court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 21. REPEALER CLAUSE.

City of Ketchum, Ordinance Number 950, Adopted June 27, 2005, granting a gas Franchise to Intermountain Gas Company, together with all ordinances and parts of ordinances of City in conflict herewith shall be, and the same are hereby repealed.

SECTION 22. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage, approval and due application according to law.

PASSED by the Ketchum City Council and APPROVED by the mayor on this _____ day of _____, 2015.

Nina Jonas
Mayor

ATTEST:

Sandra Cady
City Clerk

