



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

1. CALL TO ORDER
2. CONSENT CALENDAR
 - a. Approval of Minutes: December 1, 2014.
 - b. Approval of Current Bills and Payroll Summary.
 - c. Bigwood Bread Landscape Security Agreement – Rebecca Bundy, Senior Planner.
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
 - b. Communications from Council Liaisons: Michael David: Mountain Rides and Ketchum Community Development Corporation. Jim Slanetz: Blaine County Housing Authority.
 - c. Appointments & Proclamations:
 - i. Resolution 15-002: Bald Mountain Lodge Design Review Subcommittee Appointments.
 - ii. Resolution 15-003: KURA Board Appointments.
4. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
5. COMMUNICATIONS FROM THE PRESS.
6. ORDINANCES AND RESOLUTIONS.
 - a. Ordinance 1123: Ketchum Cemetery District Right-of-Way Vacation (third reading and adoption) – Linda Haavik, Interim Director of Planning and Building.
 - b. Ordinance 1124: Wick Strasse Street Right-of-Way Vacation (third reading and adoption) – Linda Haavik, Interim Director of Planning and Building.
 - c. Resolution Number 15-001 providing for publication of notice of public hearing and for public hearing for an amendment to the 2014-15 fiscal year budget – Suzanne Frick, City Administrator.
 - d. Resolution 15-004 Medical HRA Plan Amendment – Sandra Cady, City Treasurer/Clerk.
 - e. Resolution 15-005 Vision HRA Plan Amendment – Sandra Cady, City Treasurer/Clerk.
7. COMMUNICATIONS FROM STAFF.
 - a. Presentation of the New Budget Format and Budget Schedule – Suzanne Frick, City Administrator.
 - b. Warfield Right-of-Way Encroachment Permit – Rebecca Bundy, Senior Planner.
8. EXECUTIVE SESSION to discuss:
 - a. Emergency Communications pursuant to Idaho Code §§67-2345 1(d).
 - b. Land Acquisition pursuant to Idaho Code §§67-2345 1(c).
9. 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

Visit www.ketchumidaho.org and sign up for notifications on agendas, meeting packets, dates and more.

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Thank you for your participation.

We look forward to hearing from you!



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

January 1, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

January 5, 2015 City Council Agenda Report

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

2. CONSENT CALENDAR.

- a) Approval of Minutes: December 1, 2014

The December 1, 2014 minutes have been provided in the packet for council review.

- b) Approval of Current Bills and Payroll Summary.

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

- c) Bigwood Bread Landscape Security Agreement – Rebecca Bundy, Senior Planner.

Copies of the Security Agreement have been provided in the packet for council review.

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

- c) Appointments and Proclamations

- c.i.) Resolution 15-002: Bald Mountain Lodge Design Review Subcommittee Appointments.

The Planning and Zoning Commission nominated Erin Smith and Rich Fabiano to serve on the Bald Mountain Lodge Design Review Subcommittee, staff is recommending Council approve the appointments. Staff has provided a staff report and a copy of the resolution in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve appointment confirmation for Erin Smith and Rich Fabiano.

RECOMMENDED MOTION: “I move to approve Resolution 15-002 confirming the appointment of Erin Smith and Rich Fabiano to the Bald Mountain Design Review Subcommittee of the Ketchum Planning and Zoning Commission.”

c.ii.) Resolution 15-003: KURA Board Appointments.

RECOMMENDED MOTION: “I move to approve Resolution 15-003 confirming the appointment of _____ and _____ to the Ketchum Urban Renewal Agency.”

6. ORDINANCES AND RESOLUTIONS.

- a) Ordinance 1123 – Ketchum Cemetery District Right-of-Way Vacation (third reading and adoption) – Linda Haavik, Interim Director of Planning and Building.

The Ketchum Cemetery District petitioned the City to vacate small portions of Tenth Street, Walnut Avenue and the alley within Ketchum Townsite, Block 94. The Ketchum Planning and Zoning Commission considered the petition for vacation, and recommended approval as modified. The Ketchum City Council held a public hearing on November 17, 2014 and approved the petition for vacation as it had been modified and instructed that an ordinance and the required quit claim deeds be prepared. The City Council approved the first reading of Ordinance 1123 on December 1, 2014, and the second reading on December 15, 2014. Linda Haavik, Interim Director of Planning Building has provided a copy of Ordinance 1123 in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council conduct a third reading and adopt the proposed ordinance to vacate the subject portions of the rights-of-way of Tenth Street, Walnut Avenue and the alley within Block 94, Ketchum Townsite.

RECOMMENDED MOTION: “I move to adopt Ordinance 1123, vacating a portion of the alley lying within Block 94, a portion of 10th Street lying adjacent to Ketchum Cemetery District Property on the north, a portion of 10th Street lying between Ketchum Cemetery District property and Block 94, and a portion of Walnut Avenue lying between Block 94 and Block 50 all within the original townsite of Ketchum, Idaho; abandoning said rights of way, and reverting said rights of way to the adjoining landowner; and establishing the effective date.”

- b) Ordinance 1124: Wick Strasse Street Right-of-Way Vacation (third reading and adoption) – Linda Haavik, Interim Director of Planning and Building.

TBDBV, LLC and BV, LLC – Dennis Hanggi, Glen H. Hamilton Trust petitioned the City to vacate the Wick Strasse Street right of way located within the Bavarian Village Subdivision in West Ketchum. The Ketchum Planning and Zoning Commission recommended approval of the petition for vacation. The Ketchum City Council held a public hearing on November 17, 2014, and approved the petition for vacation including the recordation of the Special Covenants, Conditions and Restriction to which the City is named as a third party beneficiary and instructed that an ordinance and the required quit claim deeds be prepared. The City Council approved the first reading of the ordinance on December 1, 2014, and second reading on December 15, 2014. Linda Haavik has provided a copy of the ordinance in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council conduct a third reading and adopt the Ordinance to vacate the subject Wick Strasse right-of-way within the Bavarian Village Subdivision.

RECOMMENDED MOTION: “I move to adopt Ordinance Number 1124, vacating Wick Strasse right of way contained within the plat of Bavarian Village Subdivision, located within the City of Ketchum, Idaho, and recorded under instrument number 139821 records of Blaine County, Idaho; abandoning said right of way, and reverting said right of way to the adjoining landowners; and establishing the effective date.”

- c) Resolution Number 15-001 providing for publication of notice of public hearing and for public hearing for an amendment to the 2014-15 fiscal year budget – Suzanne Frick, City Administrator.

On December 15, 2014 the Council supported funding a short term trial for Mountain Rides late night bus services, funding will be provided by dedicating \$10,000 of LOT contingency and \$5,000 from LOT fund balance. In order to allocate the \$5,000 from LOT fund balance, the Council must open the adopted FY14-15 budget. Resolution 15-001 sets a public hearing for January 20, 2015 to amend the budget. Suzanne Frick, City Administrator, has provided a staff report and a copy of the resolution in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends adoption of the proposed resolution to begin the process to amend the FY14-15 Adopted Budget.

RECOMMENDED MOTION: “I move to adopt Resolution 15-001 providing for publication of notice of public hearing and for public hearing for an amendment to the 2014-15 Fiscal Year Budget.”

- d) Resolution 15-004 Medical HRA Plan Amendment – Sandra Cady, City Treasurer/Clerk.

Resolution Number 15-004 amends the Health Reimbursement Arrangement (HRA) Plan Service Agreement with National Benefit Services LLC for provision of the City of Ketchum Medical HRA Plan. The Medical HRA Plan will be amended as stated in the Summary of Material Modifications to the Medical HRA Plan. Sandra Cady, City Treasurer/Clerk has provided a detailed staff report and a copy of the resolution and associated documents in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council approve Resolution Number 15-004 authorizing the Mayor to sign the Medical HRA Plan Document and approve the administration fee increase.

RECOMMENDED MOTION: “I move to approve Resolution Number 15-004, amending the Medical Health Reimbursement Arrangement (HRA) Plan Documents.”

- e) Resolution 15-005 Vision HRA Plan Amendment – Sandra Cady, City Treasurer/Clerk.

Resolution Number 15-005 amends the Health Reimbursement Arrangement (HRA) Plan Service Agreement with National Benefit Services LLC for provision of the City of Ketchum Vision HRA Plan. The Vision HRA Plan will be amended as stated in the Summary of Material Modifications to the Vision HRA Plan. Sandra Cady, City Treasurer/Clerk has provided a detailed staff report and a copy of the resolution and associated documents in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council approve Resolution Number 15-005 authorizing the Mayor to sign the Vision HRA Plan Document and approve the administration fee increase.

RECOMMENDED MOTION: *"I move to approve Resolution Number 15-005, amending the Vision Health Reimbursement Arrangement (HRA) Plan Documents.*

7. COMMUNICATIONS FROM STAFF.

- a) Presentation of the New Budget Format and Budget Schedule – Suzanne Frick, City Administrator.

In an effort to make the budget easier to understand and more transparent, staff is proposing to modify the budget presentation format. Suzanne Frick, City Administrator, has provided a detailed staff report and an example in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the proposed format and schedule for the FY2015-16 budget.

RECOMMENDED MOTION: *"I move to approve the proposed budget format and schedule for FY2015-16."*

- b) Warfield Right-of-Way Encroachment Permit – Rebecca Bundy, Senior Planner.

The applicant is requesting a right-of-way encroachment permit and agreement at 280 North Main Street for portions of the existing building that currently encroach into the right-of-ways on Sun Valley Road and Main Street. In addition, the applicant is seeking a right-of-way encroachment permit for new and replacement exterior lighting and new awnings that will also encroach into those right-of-ways. Rebecca Bundy, Senior Planner has provided a detailed staff report and a copy of the agreement in the packet for Council review.

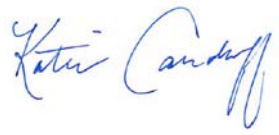
RECOMMENDATION: Staff respectfully recommends the City Council approve the Right-of-Way Encroachment Permit Application; and authorize the Mayor to sign the agreement upon closing of sale of the property, which officially executes the permit.

RECOMMENDED MOTION: *"I move to approve the proposed Right-of-Way Encroachment Permit application by Alex Buck and authorize the Mayor to sign a Right-of-Way Encroachment Agreement with said owner, upon closing of the sale of the property."*

8. EXECUTIVE SESSION to discuss.

- a) Emergency Communications pursuant to Idaho Code §§67-2345 1(d).
b) Land Acquisition pursuant to Idaho Code §§67-2345 1(c).

Sincerely,



Katie Carnduff
Administrative Clerk



City Council

Regular Meeting

~ Minutes ~

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

Monday, December 1, 2014

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
Ketchum Interim Director of Planning and Building Linda Haavik
Ketchum Director of Parks and Recreation Jen Smith

1. CALL TO ORDER

Present: Mayor Nina Jonas called the meeting to order at 5:31 p.m.

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

Motion to amend the agenda to include an executive session pursuant to Idaho Code §§67-2345 1(b).

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

Council President Michael David said Mountain Rides has switched to their winter schedule.

Councilor Jim Slanetz informed the Council of a Blaine County Housing Authority informational meeting regarding the Lift Tower Lodge coming up on December 9, 2014. Councilor Slanetz also commented that the County will probably be going forward with another road levy for an upcoming election.

Councilor Anne Corrock inquired about the possibility of a community member being the Ketchum member on the Mountain Rides Board. Council President Michael David is interested in being on the board.

Councilor Jim Slanetz has agreed to join the County Food Assessment Board.

3. COMMUNICATIONS FROM THE PUBLIC.

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

No comments from the public.

b. Bicycle Pedestrian Master Plan - Short Term Technical Assistance Grant Co-Sponsorship – Sarah Michael, District 4 Mobility Manager, Community Transportation Association of Idaho.

Sarah Michael, District 4 Mobility Manager, Community Transportation Association, gave a background on the Bicycle Pedestrian Master Plan, said if they receive the grant then the Sonorum Institute will bring a team to the Wood River Valley. If the city of Ketchum is interested in participating than Main Street could be a focus of this grant. The city of Hailey and Mountain Rides are also interested in applying. Sarah Michael has volunteered to draft the plan. The technical assistant team would review all the studies that have already been done previously on Main Street and conduct a peer review. They would look at the Bike/Ped Master plan and they would combine the Main Street crossing with that to determine if there are better ways of moving traffic on Main Street.

Sarah Michael clarified that there is no matching funds required, but there would be staff time and public outreach costs.

Councilor Anne Corrock asked about the fact that Main Street is owned by ITD, and it can be difficult to make changes, will this group give more clout to those issues. Sarah believes that ITD will be supportive.

Mayor Nina Jonas commented that this would help get federal and state funds.

Motion to authorize the Mayor to sign a proposal for this grant for the Bike/Ped Plan and

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

4. PUBLIC HEARINGS.

a. School House Residences Townhouse Subdivision, Preliminary Plat, located at 300 W. 6th Street, Ketchum Townsite, Lot 1, Block 74 – Morgan Brim, Senior Planner.

Morgan Brim, Senior Planner, presented the project to the Council. The applicant is requesting approval of the preliminary plat for a two unit townhouse development, each unit would be located on a separate subplot. Morgan outlined the Commission's recommended conditions, some of which have already been met. Staff is recommending approval of the preliminary plat with conditions 1-6 and 8.

Public Hearing was opened.

Bruce Smith offered to answer any questions.

Public Hearing was closed.

Motion to approve the School House Residences Townhouse Subdivision Preliminary Plat with conditions 1-7.

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

Mayor Nina Jonas commended the applicant for including a sidewalk.

5. COMMUNICATIONS FROM STAFF.

a. Ketchum Arts Commission Annual Report – Jen Smith, Director of Parks and Recreation.

Jen Smith, Director of Parks and Recreation, introduced Claudia McCain, said the commission has had a lot of exciting things happen this year. Claudia recognized the Parks and Recreation Department's hard work. Claudia went over the Mission and Vision, Governance and Policy, and the budget of the Ketchum Arts Commission. The projects this year included Art on 4th, City Art Collection, Cover Art, Jack Mackie Visit, Street Art, Art in City Hall, and Chalk Art. Ongoing and new projects include the Transportation Hub, Wood River Trail Master Plan, and Wood River Bridge. Claudia went over the national recognition that the City has received for their efforts for the arts.

Councilor Anne Corrock commented on the blank space behind the council table, the town entrance, asked a question about sustainability and next year's budget. Councilor Corrock requested that the work of the Parks and Recreation be identified in the budget. Suzanne Frick, City Administrator said that will be broken down in next year's budget.

Claudia requested that the Ketchum Arts Commission be part of the early budget process in April 2015.

b. Discussion of Taxi License Application, Approval Process and Enforcement – Suzanne Frick, City Administrator.

Suzanne Frick, City Administrator, said the annual approval of Taxi Licenses is approaching. Suzanne went over the application process, and said there are issues with dispatch and response time due to the limited number of taxis. Staff will be providing information to the bar and restaurant owners for contact information.

Councilor Anne Corrock commented that it is frustrating to not have taxi services available in the evening hours. In the past there was just one taxi company at one time, and it served only the Ketchum area.

Kurt Lindsay, Airport Cab and Sun Valley Limo, commented on supply and demand issues, companies operating as taxi cabs with a limo license, airport bussing issues, and the activities of other cab companies.

Mayor Nina Jonas asked for clarification on a limo company operating as a taxi. Dave Kassner, Police Chief, said that the officers will look for activity of a limo company acting as a taxi.

Jon Duval said he has been approached by a part time homeowner who had some creative ideas and some crowd source possibilities, however the ordinance prohibits that.

Aimee Christiansen encouraged the police department to remind the taxi cab companies about the idling ordinance.

Dave Kassner, Police Chief said increased bus service into the evening would really help. Council President Michael David said it is an issue of finding the funds to operate those hours.

Councilor Anne Corrock commented on the number of people who would be spending more money downtown if they had a safe way home.

Councilor Baird Gourlay asked if they could require taxi companies have local registration. Stephanie Bonney, City Attorney, clarified that they could not make such a requirement.

The Council discussed various possibilities and issues associated with uber or similar services.

Suzanne Frick stated that they will be clear regarding operating parameters of taxi cabs and limos when companies come in for renewals. She suggested talking with Mountain Rides regarding the bus service or perhaps a nighttime shuttle service.

6. ORDINANCES AND RESOLUTIONS.

a. Ordinance 1123: Ketchum Cemetery District Right-of-Way Vacation – Linda Haavik, Interim Director of Planning and Building.

Linda Haavik, Interim Director of Planning and Building, presented Ordinance 1123 and summarized the public hearing from the last meeting. Linda provided the legal descriptions to the council.

Motion to approve the first reading of Ordinance 1123 vacating a portion of the alley line between Block 94...

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

b. Ordinance 1124: Wick Strasse Street Right-of-Way Vacation – Linda Haavik, Interim Director of Planning and Building.

Linda Haavik, Interim Director of Planning and Building introduced the ordinance and summarized the public hearing from the previous council meeting.

Motion to approve the first reading of Ordinance 1124 vacating Wick Strasse street right-of-way...

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

c. Resolution 14-024: Establishing dates for all regular Planning and Zoning Commission meetings for 2015 – Rebecca Bundy, Senior Planner.

Motion to approve Resolution 14-024 and authorize the Mayor to sign.

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

d. Resolution 14-025: Establishing dates for all regular City Council Meetings for 2015 – Sandra Cady, City Treasurer/Clerk.

Councilor Anne Corrock commented on scheduling a joint meetings with the Planning and Zoning Commission on 5th Mondays. Linda Haavik, Interim Director of Planning and Building

suggested having quarterly meetings. Suzanne Frick, City Administrator suggested that they be handled as special meetings; the first one would be after the first quarter of 2015.

Motion to approve Resolution 14-025.

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

7. CONSENT CALENDAR

- a. Approval of minutes: October 6, 2014 and October 20, 2014.
- b. Recommendation to approve current bills and payroll summary.
- c. Findings of Fact, Conclusions of Law and Decision regarding:
 - i. Cemetery Vacation.
 - ii. Wick Strasse Street Vacation.
- d. Kith and Kin Security Agreement for water service line improvements on North Washington Avenue.

Motion to approve the Consent Calendar.

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

8. EXECUTIVE SESSION.

Motion to go into executive session pursuant to ...at 7:13 p.m.

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

9. ADJOURNMENT.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"--"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	PR1226141	State Withholding Tax Pay Period: 12/26/2014	6,180.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR1226141	Health Ins - Family Pay Period: 12/26/2014	12,339.12
III-A	PR1226141	Health Ins - Employee Pay Period: 12/26/2014	20,808.00
III-A	PR1226141	Health Ins - Employee + Spouse Pay Period: 12/26/2014	350.68
III-A	PR1226141	Health Ins - Employee + Spouse Pay Period: 12/26/2014	28,811.12
III-A	PR1226141	Health Ins - Family Pay Period: 12/26/2014	473.49
III-A	PR1226141	Health Ins - Family Pay Period: 12/26/2014	27,763.02
III-A	PR1226141	Health Ins - Employee + 1 Chld Pay Period: 12/26/2014	40.05
III-A	PR1226141	Health Ins - Employee + 1 Chld Pay Period: 12/26/2014	4,137.90
III-A	PR1226141	Health Ins - Employee + 2 Chld Pay Period: 12/26/2014	62.22
III-A	PR1226141	Health Ins - Employee + 2 Chld Pay Period: 12/26/2014	8,550.08
III-A	PR1226141	Health Ins - Family Pay Period: 12/26/2014	157.83
III-A	PR1226141	Health Ins - Family Pay Period: 12/26/2014	9,254.34
III-A	PR1226141	Health Ins - Family Pay Period: 12/26/2014	105.22
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR1226141	AFLAC Pre-Tax Pay Period: 12/26/2014	754.78
AFLAC	PR1226141	AFLAC After-Tax Pay Period: 12/26/2014	178.47
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
LifeMap Billing	PR1226141	Long Term Disability Pay Period: 12/26/2014	1,157.31
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - 1 Child Pay Period: 12/26/2014	148.83
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - Employee Pay Period: 12/26/2014	867.20
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - Spouse Pay Period: 12/26/2014	222.84
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - Spouse Pay Period: 12/26/2014	791.56
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - Family Pay Period: 12/26/2014	600.86
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - Family Pay Period: 12/26/2014	899.25
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - 2+ Child Pay Period: 12/26/2014	61.14
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - 2+ Child Pay Period: 12/26/2014	162.96
DELTA DENTAL PLAN OF IDAH	PR1226141	Dental Insurance - 1 Child Pay Period: 12/26/2014	51.96
01-2173-3000 P/R DEDUC PBL--NATIONWIDE			
NATIONWIDE RETIREMENT SOL	PR1226141	Nationwide Fire - 0035424-001 Pay Period: 12/26/2014	1,231.45
NATIONWIDE RETIREMENT SOL	PR1226141	Nationwide - 0026904-001 Pay Period: 12/26/2014	746.49
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR1226141	Child Support Pay Period: 12/26/2014	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR1226141	Pioneer Federal Credit Union Pay Period: 12/26/2014	1,800.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR1226141	125 Medical Savings Pay Period: 12/26/2014	1,032.55
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR1226141	125 Dependant Care Pay Period: 12/26/2014	650.00
Total :			130,660.40
LEGISLATIVE & EXECUTIVE			
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4110-3200 OPERATING SUPPLIES			
SUN VALLEY NATURAL SPRING	27907	Water Cooler & Bottles for Meeting Room	29.72
01-4110-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10388	Computer Maintenance	100.00
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9737125148	ACCT. 365459737-00001	106.41
Total LEGISLATIVE & EXECUTIVE:			277.37
ADMINISTRATIVE SERVICES			
01-4150-2900 PERFORMANCE AWARDS			
SUN VALLEY MARKETING ALLI	5555	Gift Certificates for Employees	3,800.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
ASSOCIATED BUSINESS FORMS	780	1099's & W-2's	243.95
CHATEAU DRUG CENTER	1314035	Supplies	2.84
COPY & PRINT, L.L.C.	62170	Office Supplies	11.59
COPY & PRINT, L.L.C.	62198	Office Supplies	17.98
GREAT AMERICA LEASING COR	16277746	Copier Lease Agreement	64.85
INTEGRATED TECHNOLOGIES	11371	Copier Maintenance	50.00
INTEGRATED TECHNOLOGIES	11448	Copier Maintenance	55.73
INTEGRATED TECHNOLOGIES	11543	Copier Maintenance & Supplies	16.01
LEXISNEXIS MATTHEW BENDE	66344603	Idaho Code	45.44
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
SUN VALLEY NATURAL SPRING	27907	Water Cooler & Bottles for Meeting Room	29.72
UNIFIED OFFICE SERVICES	193350	Office Supplies	3.39
UNIFIED OFFICE SERVICES	194333	Office Supplies	168.44
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	908.36
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 252M	388.36
VERIZON WIRELESS, BELLEVUE	9737125148	ACCT. 365459737-00001	378.15
01-4150-5110 COMPUTER NETWORK			
CIVICPLUS	152352	Annual Fee for Hosting and Support	4,528.44
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334-12	ACCT. 2203990334	120.17
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
CHATEAU DRUG CENTER	1305390	Supplies	33.20
POO WRIGHT-PULLIAM	490614	Christmas Window Painting	210.00
WOOD RIVER LOCK SHOP	7825	Keys	4.60
ROCKY MOUNTAIN ELECTRIC &	1593	Police Department Security Cameras	820.00
Total ADMINISTRATIVE SERVICES:			11,942.46
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120199	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17

Vendor Name	Invoice Number	Description	Net Invoice Amount
PLANNING & BUILDING			
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
GREAT AMERICA LEASING COR	16277746	Copier Lease Agreement	129.70
INTEGRATED TECHNOLOGIES	11448	Copier Maintenance	111.47
INTEGRATED TECHNOLOGIES	11543	Copier Maintenance & Supplies	32.01
INTERNATIONAL CODE COUNCI	487689	Fire & Building Codes	256.96
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
UNIFIED OFFICE SERVICES	193350	Office Supplies	3.39
UNIFIED OFFICE SERVICES	193736	Office Supplies	23.23
UNIFIED OFFICE SERVICES	193955	Office Supplies	29.40
UNIFIED OFFICE SERVICES	194344	Office Supplies	63.80
01-4170-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10061	Computer Maintenance	325.00
KETCHUM COMPUTERS, INC.	10592	Computer Maintenance	225.00
YASENAK, BARBARA	1079	Upstairs Office Coverage	112.50
01-4170-4210 PROFESSIONAL SERVICES - IDBS			
DIVISION OF BUILDING SAFETY	122214	November Building Permit Fees	4,560.00
DIVISION OF BUILDING SAFETY	122214	November Plan Check Fees	1,923.00
01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
ALLEN BEST	121814	Subscription to Mountain Town News	45.00
Total PLANNING & BUILDING:			7,881.70
CONTRACT FOR SERVICES			
01-4196-6010 SUSTAIN BLAINE			
SUSTAIN BLAINE INC.	118	Contract Funding	10,000.00
Total CONTRACT FOR SERVICES:			10,000.00
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200965	BCSO Law Enforcement Services	112,768.67
Total POLICE:			112,809.91
Total GENERAL FUND:			277,232.01
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-2900 AWARDS			
MASON'S TROPHIES & GIFTS	72036	Engraving	12.13
Total WAGON DAYS EXPENDITURES:			12.13
Total WAGON DAYS FUND:			12.13
STREET MAINTENANCE FUND			

Vendor Name	Invoice Number	Description	Net Invoice Amount
STREET			
04-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1304402	Supplies	5.22
CHATEAU DRUG CENTER	1307444	Supplies	39.85
KNEADERY	11/30/14	Street Dept. Breakfasts	225.80
NAPA AUTO PARTS	797452	Supplies	17.33
NAPA AUTO PARTS	797476	Supplies	34.66
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
RIVER RUN AUTO PARTS	6538-80588	Supplies	62.67
TREASURE VALLEY COFFEE IN	2160:03886134	COFFEE	226.10
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-440845	Supplies	9.98
AW DIRECT, INC.	1020413237	Underbody Box	299.21
COLOR HAUS, INC.	159593	Paint	22.40
COLOR HAUS, INC.	159608	Paint	8.96
04-4310-3500 MOTOR FUELS & LUBRICANTS			
SINCLAIR FLEET SERVICES	38968032	acct. 0464-00-747801-9	13.60
UNITED OIL	784560	ACCT. 37269	2,965.04
04-4310-4200 PROFESSIONAL SERVICES			
ALL SEASONS LANDSCAPING	59696	Snow Hauling	487.50
ALL SEASONS LANDSCAPING	59953	Snow Hauling	1,012.50
JOE'S BACKHOE SERVICES	17987	Snow Hauling	3,150.00
JOE'S BACKHOE SERVICES	18019	Snow Hauling	1,012.50
RICK'S EXCAVATION, INC.	294	Snow Hauling	1,575.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9737125148	ACCT. 365459737-00001	80.53
04-4310-5200 UTILITIES			
IDAHO POWER	2204882910-12	ACCT. 2204882910	583.50
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	796714	Supplies	7.52
RIVER RUN AUTO PARTS	6538-80353	Supplies	2.99
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
NAPA AUTO PARTS	640880	Supplies	95.49
NAPA AUTO PARTS	6538-80335	Supplies	123.73
NAPA AUTO PARTS	796940	Supplies	33.85
NAPA AUTO PARTS	797435	Supplies	26.96
NORTHWEST EQUIP SALES MAC	139389	Battery	224.36
PLATT	F619554	Air Compressor	162.21
RIVER RUN AUTO PARTS	6538-80380	Supplies	73.23
RIVER RUN AUTO PARTS	6538-80566	Supplies	32.94
WESTERN STATES EQUIPMENT	PC040223560	Parts	332.64
WESTERN STATES EQUIPMENT	PC040223629	Parts	41.24
WESTERN STATES EQUIPMENT	PC040223703	Supplies	699.64
WESTERN STATES EQUIPMENT	PC040223704	Supplies	122.49
WESTERN STATES EQUIPMENT	PC04022380	Parts	118.80
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400377022	ACCT. 241076800	39.78
AMERIPRIDE LINEN	2400378870	ACCT. 241076800	80.08
KETCHUM COMPUTERS, INC.	10586	Computer Maintenance	120.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
NORCO	14828383	ACCT. 53271	365.00
NORCO	14855682	ACCT. 53271	219.48
04-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	14-440775	Supplies	70.47
A.C. HOUSTON LUMBER CO.	14-440781	Supplies	17.29
A.C. HOUSTON LUMBER CO.	14-440837	Supplies	23.49
ECONO SIGNS LLC	10-919080	Signage	332.66
04-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315-12	ACCT. 2200059315	5.35
IDAHO POWER	2200506786-12	ACCT. 2200506786	20.02
IDAHO POWER	2201013857-11	ACCT. 2201013857	43.12
IDAHO POWER	2201174667-12	ACCT. 2201174667	9.78
IDAHO POWER	2202627564-12	ACCT. 2202627564	31.08
IDAHO POWER	2203027632-12	ACCT. 2203027632	6.25
IDAHO POWER	2204535385-11	ACCT. 2204535385	119.94
IDAHO POWER	2204882910-12	ACCT. 2204882910	768.96
IDAHO POWER	2205963446-12	ACCT. 2205963446	123.46
IDAHO POWER	2206773224-11	ACCT. 2206773224	14.28
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-438559	Supplies	31.42
COLOR HAUS, INC.	159627	Supplies	17.20
Total STREET:			16,430.79
Total STREET MAINTENANCE FUND:			16,430.79
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2900 PERFORMANCE AWARDS			
SUN VALLEY MARKETING ALLI	5556	Gift Certificates for Volunteers	1,350.00
10-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO112010578	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBO11201850	Cleaning Services	15.22
ALSCO - AMERICAN LINEN DIVI	LBO11206247	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBO11214935	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBO11219266	Cleaning Services	14.77
D AND B SUPPLY	11044-11/20/14	ACCT. 11044	42.49
DAVIS EMBROIDERY	23936	Embroider Services	35.20
DAVIS EMBROIDERY	24019	Embroider Services	7.70
GREAT AMERICA LEASING COR	16277746	Copier Lease Agreement	32.42
INTEGRATED TECHNOLOGIES	11448	Copier Maintenance	27.87
INTEGRATED TECHNOLOGIES	11543	Copier Maintenance & Supplies	8.00
INTERNATIONAL CODE COUNCI	487689	Fire & Building Codes	46.15
JYTTE MAU DESIGNS, INC	1071	Winter Hats	248.75
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	20.62
UNIFIED OFFICE SERVICES	193350	Office Supplies	1.69
GLASS MASTERS	92347	Glass	20.48
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	784558	ACCT. 37267	128.75
10-4230-4200 PROFESSIONAL SERVICES			
YASENAK, BARBARA	1079	Upstairs Office Coverage	56.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DEPT. OF HEALTH & WELFARE	5903721	Account #64935	97.50
NATIONAL FIRE CODES	6316233X	Subscription ID#331812	1,255.50
NATIONAL FIRE PROTECTION A	6316232X	Membership Renewal ID#331812	165.00
10-4230-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
CASCADE SUBSCRIPTION SERVI	1285995	Fire Engineering Subscription	89.50
10-4230-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	803578	Parts & Supplies	210.17
VERIZON WIRELESS, BELLEVUE	9737158500	ACCT. 765494480-0001	87.90
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
THOMAS PLUMBING & HEATIN	61766	Water Heater Repairs	247.71
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
LES SCHWAB	11700199383	Tires	425.38
RIVER RUN AUTO PARTS	6538-79505	Supplies	26.49
RIVER RUN AUTO PARTS	6538-80474	Supplies	24.95
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
KETCHUM RURAL FIRE DISTRIC	1001-11/23/14	Med Tech Resources LLC	601.76
L.N. CURTIS & SONS	3154424-00	Filter	274.39
Total FIRE & RESCUE:			5,606.94
Total FIRE & RESCUE FUND:			5,606.94
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2900 PERFORMANCE AWARDS			
SUN VALLEY MARKETING ALLI	5556	Gift Certificates for Volunteers	1,350.00
14-4260-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO112010578	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBO11201850	Cleaning Services	15.22
ALSCO - AMERICAN LINEN DIVI	LBO11206247	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBO11214935	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBO11219266	Cleaning Services	14.78
BOUNDTREE MEDICAL	81623825	Supplies	641.45
BOUNDTREE MEDICAL	81627010	Supplies	428.36
BOUNDTREE MEDICAL	81631336	Supplies	864.86
BOUNDTREE MEDICAL	81635399	Supplies	17.60
BOUNDTREE MEDICAL	81637341	Supplies	500.34
CHATEAU DRUG CENTER	1304110	Supplies	22.05
D AND B SUPPLY	11044-11/20/14	ACCT. 11044	42.50
DAVIS EMBROIDERY	23936	Embroider Services	35.20
DAVIS EMBROIDERY	24019	Embroider Services	7.70
GREAT AMERICA LEASING COR	16277746	Copier Lease Agreement	32.42
INTEGRATED TECHNOLOGIES	11448	Copier Maintenance	27.86
INTEGRATED TECHNOLOGIES	11543	Copier Maintenance & Supplies	8.00
INTERNATIONAL CODE COUNCI	487689	Fire & Building Codes	46.14
JYTTE MAU DESIGNS, INC	1071	Winter Hats	248.75
MOORE MEDICAL CORPORATIO	82620298	Supplies	247.52
MOORE MEDICAL CORPORATIO	82635437	Supplies	162.43
NORCO	14855599	ACCT. 52355	29.76

Vendor Name	Invoice Number	Description	Net Invoice Amount
NORTH AMERICAN RESCUE	169152	Supplies	158.43
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	20.62
ST. LUKES	IN03419	Medical & Pharmacy Supplies	528.22
UNIFIED OFFICE SERVICES	193350	Office Supplies	1.70
GLASS MASTERS	92347	Glass	20.48
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	784558	ACCT. 37267	223.78
14-4260-4200 PROFESSIONAL SERVICES			
YASENAK, BARBARA	1079	Upstairs Office Coverage	56.25
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DEPT. OF HEALTH & WELFARE	5903721	Account #64935	97.50
YELDA, PAUL	120914	EMT Test Reimbursement	70.00
14-4260-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
CASCADE SUBSCRIPTION SERVI	1285995	Fire Engineering Subscription	89.50
14-4260-5100 TELEPHONE & COMMUNICATIONS			
UNITED COMMUNICATIONS CO	803578	Parts & Supplies	210.17
VERIZON WIRELESS, BELLEVUE	9737158500	ACCT. 765494480-0001	108.81
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
THOMAS PLUMBING & HEATIN	61766	Water Heater Repairs	247.70
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1306599	Supplies	2.84
CHATEAU DRUG CENTER	1308707	Supplies	21.96
KETCHUM AUTOMOTIVE	63271	Repairs	137.50
LES SCHWAB	11700199383	Tires	425.38
LES SCHWAB	11700200584	Tires	1,226.16
RIVER RUN AUTO PARTS	6538-79505	Supplies	26.50
RIVER RUN AUTO PARTS	6538-80474	Supplies	24.95
Total AMBULANCE SERVICE:			8,485.71
Total AMBULANCE SERVICE FUND:			8,485.71
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	526341-001	Office Supplies	11.50
OFFICE VALUE	526877-001	Office Supplies	45.80
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
18-4510-3200 OPERATING SUPPLIES			
SYSCO	606280459	Supplies	91.55
18-4510-3250 RECREATION SUPPLIES			
CHATEAU DRUG CENTER	1305492	Supplies	5.22
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
SYSCO	606280459	Supplies	171.15
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	784559	ACCT. 37268	103.27

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	2535	Snow Removal	1,316.00
BIG WOOD LANDSCAPE, INC.	2536	Snow Removal	193.00
BIG WOOD LANDSCAPE, INC.	2537	Snow Removal	193.00
BIG WOOD LANDSCAPE, INC.	2538	Snow Removal	193.00
BIG WOOD LANDSCAPE, INC.	2539	Snow Removal	193.00
BIG WOOD LANDSCAPE, INC.	2540	Snow Removal	236.50
BIG WOOD LANDSCAPE, INC.	2541	Snow Removal	236.50
BIG WOOD LANDSCAPE, INC.	2542	Snow Removal	216.00
INTEGRATED TECHNOLOGIES	10918	Copier Maintenance	23.51
IRISH ELECTRIC	122112	Heater Repairs	1,816.00
18-4510-4220 PROF.SERV-CITY BEAUTIFICATION			
CHATEAU DRUG CENTER	1298582	Supplies	47.45
CHATEAU DRUG CENTER	1298585	Supplies	48.42
STAUFFACHER, JUERG	121014	Poinsettias	32.00
18-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
ARBOR DAY FOUNDATION	121014	Annual Membership Fees	15.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS, BELLEVUE	9737125148	ACCT. 365459737-00001	68.39
18-4510-5200 UTILITIES			
IDAHO POWER	2203313446-12	ACCT. 2203313446	5.35
INTERMOUNTAIN GAS	115345000018-	acct. 11534500-001-8	257.86
INTERMOUNTAIN GAS	807350253157-	acct. 80735025-315-7	2.06
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-441108	Supplies	29.78
A.C. HOUSTON LUMBER CO.	14-441484	Supplies	35.95
CHATEAU DRUG CENTER	1304164	Supplies	10.74
CHATEAU DRUG CENTER	1305081	Supplies	7.59
WOOD RIVER LOCK SHOP	7006	Keys	28.00
Total PARKS AND RECREATION:			5,674.83
Total PARKS AND RECREATION FUND:			5,674.83
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	769	Monthly Payment	45,833.33
22-4910-6090 CONSOLIDATED DISPATCH			
BLAINE COUNTY EMERGENCY	8	2nd Quarterly Payment	31,883.50
22-4910-9930 LOT FUND OP. CONTINGENCY			
MOUNTAIN RIDES	4021	Night Owl Service	10,000.00
Total LOCAL OPTION SALES TAX :			87,716.83
Total LOCAL OPTION SALES TAX FUND:			87,716.83
LOT-ADDITIONAL1% FUND			

Vendor Name	Invoice Number	Description	Net Invoice Amount
LOT-ADDITIONAL 1%			
25-4910-4220 SUN VALLEY AIR SERVICE BOARD			
SUN VALLEY AIR SERVICE BOA	121714	October Additional 1%	107,420.61
Total LOT-ADDITIONAL 1%:			107,420.61
Total LOT-ADDITIONAL1% FUND:			107,420.61
WATER FUND			
WATER EXPENDITURES			
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
UNIFIED OFFICE SERVICES	194338	Office Supplies	201.90
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400378857	ACCT. 241076901	21.41
AMERIPRIDE LINEN	2400378858	ACCT. 241076900	75.85
CHATEAU DRUG CENTER	1302511	Supplies	10.80
CHATEAU DRUG CENTER	1305806	Supplies	13.47
CHATEAU DRUG CENTER	1309278	Supplies	26.56
CHATEAU DRUG CENTER	1309536	Supplies	17.08
D AND B SUPPLY	11041-12/16/14	Supplies- Acct. 11041	82.99
PERRY'S	111914	Lunch Meeting at Plant	102.27
PIPECO, INC.	141181	Supplies	22.70
TREASURE VALLEY COFFEE IN	2160:03760527	COFFEE	135.65
TREASURE VALLEY COFFEE IN	2160:03871155	COFFEE	27.05
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	784562	ACCT. 37271	377.48
63-4340-4200 PROFESSIONAL SERVICES			
WATER FUTURES	122114	Water and Energy Strategic Analysis and Plan	3,500.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
COOLEY, PAT	121614	CDL License Renewal	42.20
IDAHO BUREAU OF OCCUPATIO	122214	License Exam for Kellen Chatterton	62.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195B	109.00
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	48.01
63-4340-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10256	Computer Maintenance	193.38
KETCHUM COMPUTERS, INC.	10704	Computer Maintenance	140.25
MAESTRO TECHNOLOGY SOLU	2176	Lenel Software Upgrade	210.93
63-4340-5200 UTILITIES			
DIG LINE	50629	Locates	31.91
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-80519	Supplies	4.62
RIVER RUN AUTO PARTS	6538-80790	Supplies	21.95
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-440319	Supplies	2.98
WEBB LANDSCAPING	22636	Acct CIT003	3.35

Vendor Name	Invoice Number	Description	Net Invoice Amount
WEBB LANDSCAPING	25065	Acct. CIT003	9.98
Total WATER EXPENDITURES:			5,537.01
Total WATER FUND:			5,537.01

WASTEWATER FUND**WASTEWATER EXPENDITURES****65-4350-3200 OPERATING SUPPLIES**

AMERIPRIDE LINEN	2400378856	ACCT. 241021000	102.11
AMERIPRIDE LINEN	2400378857	ACCT. 241076901	21.40
D AND B SUPPLY	11041-12/07/14	ACCT. 11041	169.99
D AND B SUPPLY	11041-12/16/14	Supplies- Acct. 11041	87.98
HACH	9150649	Supplies	180.28
HACH	9151512	Supplies	140.50
HACH	9152399	Supplies	51.25
PERRY'S	111914	Lunch Meeting at Plant	102.26
PITNEY BOWES - RESERVE ACC	5596888-DC14	Rental Invoice	41.24
TREASURE VALLEY COFFEE IN	2160:03871178	Supplies	16.28

65-4350-3500 MOTOR FUELS & LUBRICANTS

UNITED OIL	784561	ACCT. 37270	102.21
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65-4350-3800 CHEMICALS

GEM STATE WELDERS SUPPLY,I	E241211	Supplies	265.09
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65-4350-4200 PROFESSIONAL SERVICES

ANALYTICAL LABORATORIES, I	23435	Testing	768.00
DIG LINE	50629	Locates	31.91

65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG

IDAHO BUREAU OF OCCUPATIO	121814	License Renewals for Dave Taylor	30.00
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65-4350-5110 COMPUTER NETWORK

KETCHUM COMPUTERS, INC.	10256	Computer Maintenance	193.37
KETCHUM COMPUTERS, INC.	10704	Computer Maintenance	140.25
MAESTRO TECHNOLOGY SOLU	2176	Lenel Software Upgrade	210.93

65-4350-6000 REPAIR & MAINT-AUTO EQUIP

LEONARD PETROLEUM EQUIPM	58139	Repair Kit	169.50
LES SCHWAB	11700202771	Flat Repair	34.00

65-4350-6100 REPAIR & MAINT-MACH & EQUIP

LUTZ RENTALS	43817	Rental Equipement	35.64
PLATT	F726313	Parts & Supplies	99.93
WOOD RIVER LOCK SHOP	7185	Service Call	132.95

65-4350-6900 COLLECTION SYSTEM SERVICES/CHA

AMERIPRIDE LINEN	2400378856	ACCT. 241021000	17.67
D AND B SUPPLY	11041-12/16/14	Supplies- Acct. 11041	133.97
KETCHUM COMPUTERS, INC.	10256	Computer Maintenance	68.25
KETCHUM COMPUTERS, INC.	10704	Computer Maintenance	49.50
MAESTRO TECHNOLOGY SOLU	2176	Lenel Software Upgrade	74.45
RIVER RUN AUTO PARTS	6538-80682	Supplies	72.40
TREASURE VALLEY COFFEE IN	2160:03871178	Supplies	2.87
UNITED OIL	784561	ACCT. 37270	288.90

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER EXPENDITURES:			3,835.08
Total WASTEWATER FUND:			3,835.08
Grand Totals:			<u>517,951.94</u>

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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



City of Ketchum
Planning & Building

December 30, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Consideration re: Bigwood Plaza LLC Security Agreement, January 5, 2015

FILE NUMBER: 12-134

OWNER: Bigwood Plaza LLC (George Golleher)

REQUEST: Post a security deposit for completion of landscaping per the approved Landscape Plan, dated May 9, 2014.

LOCATION: 271 Northwood Way (Lot 10, Resub of Northwood PUD Lot 4)

ZONING: Light Industrial – 2 (LI-2)

ATTACHMENTS:

- A. Security Agreement
- B. Applicant's Submittal
 - Transmittal Letter, Wilson Construction LLC, dated December 9, 2014
 - Sun Valley Garden Center Letter, dated November 19, 2014
 - Approved Landscape Plan, dated May 9, 2014, showing missing plantings

Introduction/History

As a condition of design review approval #12-134, the Developer is required to landscape the property per the approved Landscape Plan, dated May 9, 2014. The landscaping contractor, Sun Valley Garden Center, has stated that "all large trees and shrubs have been planted," and that the missing five (5) gallon shrubs and one (1) gallon and four (4) inch pot perennials were not installed due to poor inventory and quality of the plant stock available in the fall of 2014. Staff inspected the landscaping on November 6, 2014 and found the landscaping to be substantially complete with the exception of the items noted as missing on the attached Landscape Plan.

To ensure completion of the landscaping, the developer is required to deposit with the City one and one half times the estimated cost of labor and materials for completion of the landscaping, for a total of \$3,000.00.

Current Report

The Security Agreement covers the following:

- Completion of landscaping per the attached approved Landscape Plan, dated May 9, 2014.
- If the Developer completes landscaping on or before **July 15, 2015**, the Ketchum City Clerk will reimburse the Deposit to the Developer upon receiving written notice by the Ketchum Planning and Building Department that landscaping is complete, inspected and approved.

Financial Requirement/Impact

There is no financial requirement or impact associated with this agreement. A Security Agreement is intended to ensure that the approved Landscape Plan is fully implemented by a specified date.

Recommendation

Staff respectfully recommends that the City Council authorizes the Mayor to sign the agreement by approving the Consent Agenda.

Sincerely,



Rebecca F. Bundy
Senior Planner

**Attachment A:
Security Agreement**



SECURITY AGREEMENT

THIS AGREEMENT made and entered into this ____ day of January, 2015, by and between BIGWOOD PLAZA LLC (GEORGE GOLLEHER), hereinafter referred to as "Developer", and the CITY OF KETCHUM, IDAHO, a municipal corporation, hereinafter referred to as "City".

WHEREAS, the Developer is required to construct or post security for construction of the following improvements by applicable ordinances of the City of Ketchum and the laws of the State of Idaho, to-wit:

Completion of landscaping per the attached approved Landscape Plan,
dated May 9, 2014.

WITNESSETH:

That the Developer covenants and agrees to post security for construction of the above described improvements and the City agrees to accept said security, each in accordance with the terms and conditions of this Agreement.

That the Developer, simultaneously with the execution of this Agreement, gives a Deposit, at a value of 150% of said improvements, to the City, which will be held in the City of Ketchum Planning and Zoning Trust Fund as security for complete performance and construction of the above described improvements upon the following terms and conditions:

1. That the Developer shall complete construction of said improvements on or before **July 15, 2015**, or said amount shall be due and payable to the City of Ketchum, and said Deposit may be drawn by the City of Ketchum to the full amount thereof.

2. That said Deposit shall be made in the name of the GEORGE GOLLEHER, the developer, and all control of said Trust Fund shall be held by the City of Ketchum, a municipal corporation.

3. That in the event the Developer fails or refuses to complete said improvements on or before the date set forth in paragraph number 1 hereinabove, the City shall have the right to redeem said Deposit and apply the proceeds thereof to construction of said improvements.

4. In case of default by the Developer, if the total cost of constructing said improvements is less than the amount of the Deposit, the City agrees to reimburse the Developer for the difference between the actual cost and the amount of the Deposit. However, if the cost of installing said improvements is greater than the amount of the Deposit, the Developer agrees to fully reimburse and hold harmless the City for any and all additional costs incurred by the City installing and constructing said improvements within thirty (30) days of being presented an invoice by the City.

5. That in the event the Developer completes construction of said improvements on or before the date set forth in paragraph number 1 hereinabove, the Ketchum City Clerk shall release the Deposit to the Developer upon receiving written notice by the Ketchum Planning and Building Department that said improvements have been installed according to applicable specifications and that the same has been inspected and approved. Also, the Planning and Building Department may so authorize release of an appropriate proportion of the amount held as security upon completion, inspection and approval of a discrete portion of construction provided sufficient security is retained in compliance with all applicable standards, ordinances and laws.

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

DEVELOPER:

CITY OF KETCHUM:

GEORGE GOLLEHER

NINA JONAS, MAYOR

ATTEST:

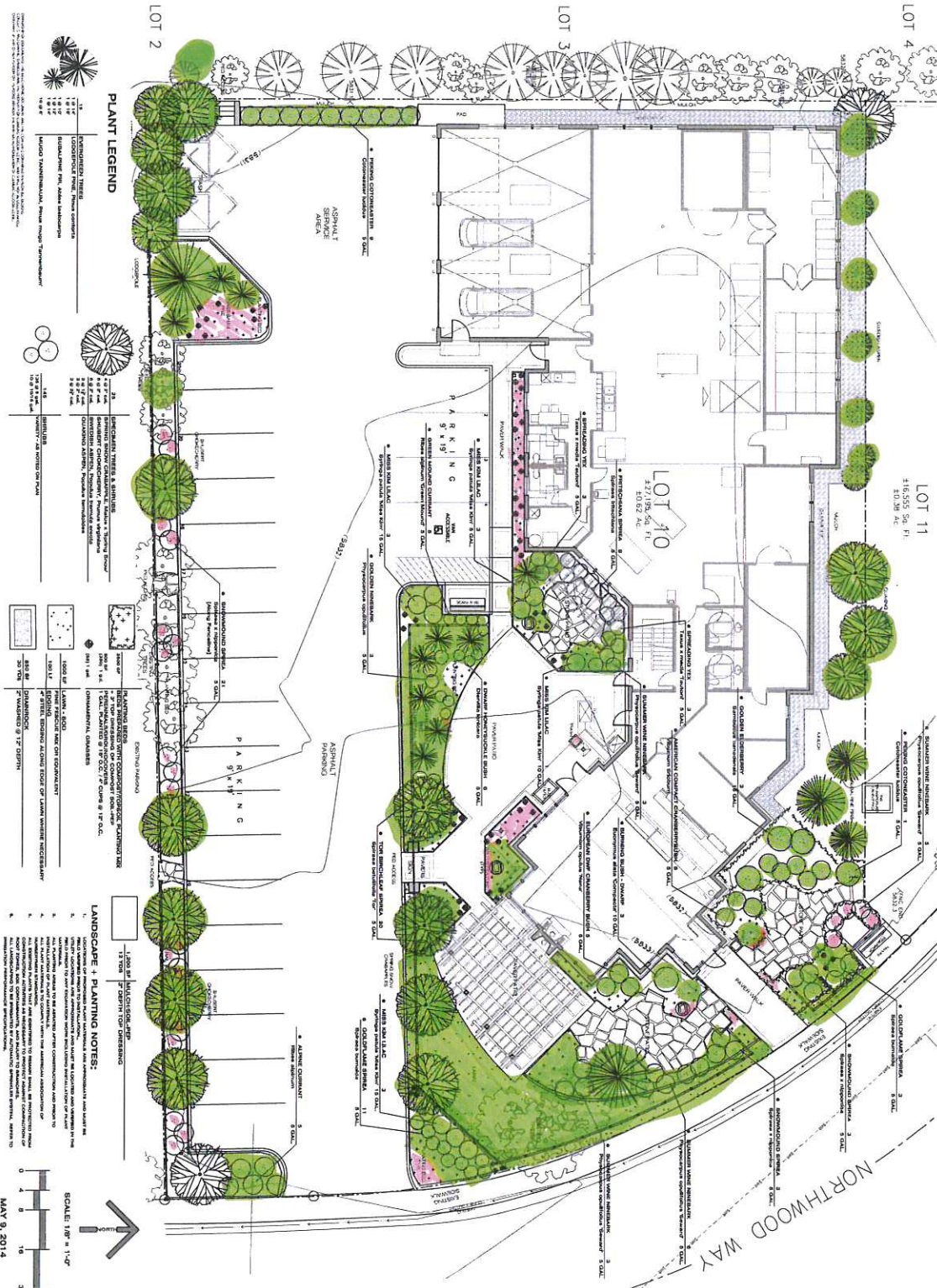
Sandra E. Cady
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2015, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public
Residing at:
Commission expires:



BIGWOOD BREAD BAKERY + CAFE
LOTS 10 & 11 NORTHWOOD PUD RESUBDIVISION LOT 4
KETCHUM, IDAHO

SITE PLAN
LANDSCAPE PLAN

CLEMENS ASSOCIATES INC., PLANNING AND DESIGN CONSULTANTS PO BOX 300 KETCHUM, IDAHO 83340 208.726.5331

received
 12/14
 MAY 9, 2014

Attachment B:
Applicant's Submittal

- Transmittal Letter, Wilson Construction LLC, dated December 9, 2014
- Sun Valley Garden Center Letter, dated November 19, 2014
- Approved Landscape Plan, dated May 9, 2014, showing missing plantings



Wilson Construction LLC

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

December 09, 2014

RE: Bigwood Bakery Landscape security deposit

To Whom It May Concern:

Enclosed is a check for \$3,000.00 for the Bigwood Bakery landscape security deposit. This is 150% of \$2,000.00, which is the estimate for the remaining landscaping which will be completed before July 15th, 2015.

Also enclosed is a letter from Sun Valley Garden Center and a drawing which detail the landscaping that has already been completed, and the landscaping which remains to be completed.

If you have any questions or need more information, please contact Brandon Crego at 208-720-3977, or bcrego@cox-internet.com.

Thank you.

Brandon Crego, Project Supervisor
Wilson Construction LLC

251 Northwood Way, Ste. F, P.O. Box 6770, Ketchum, ID 83340
Phone: 208-726-9776 Fax: 208-726-1419 Email: wilsonconstructionllc@cox-internet.com
www.wilsonconstructions.com

received
12/9/14

SUN VALLEY GARDEN CENTER

For All the Pleasures of Home and Garden

November 19th, 2014

To Whom it May Concern,

The Sun Valley Garden Center, landscape contractor for Bigwood Bread Bakery, was asked to indicate on the landscape plan what plant material has been planted and what will be installed in the Spring of 2015. I have attached this drawing to this letter. The drawing is highlighted in green and pink. The green represents the material that is in the ground and the pink represents what will be planted in spring 2015.

As you will see the vast majority of the nursery stock has been planted. It's also important to know that the owner had us install a number of trees that were not noted on the plan. These trees are spread throughout the courtyard and along the edge of the property. All trees and large shrubs have been planted. The remaining nursery stock includes 5 gal shrubs and perennials in 1 gal and 4" cup containers. This material was not installed because of two reasons; #1 the job was completed late in the year and inventory was very low, #2 the product that was available had been pick over pretty hard throughout the season and wasn't of great quality.

It's our estimate that the cost of the remaining nursery stock to be planted is somewhere between \$1,500-\$2000. This includes the shrubs and perennials.

Thank you for taking the time to read through this email and review the attached. Should you have any questions please feel free to contact me via email or phone. Email bturzian@sunvalleygardencenter.com Phone 208-720-3306.

Sincerely,

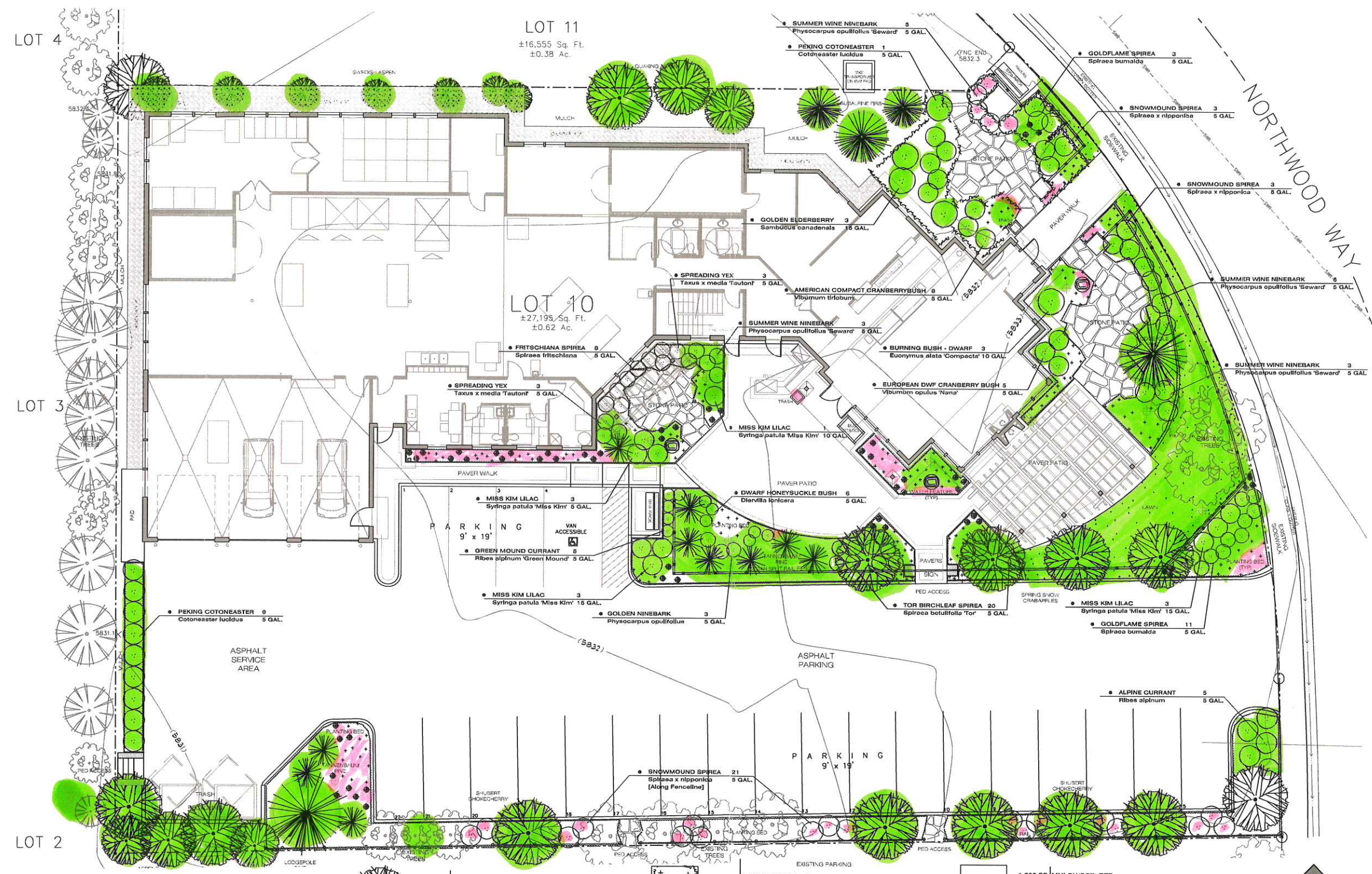
Bryce Turzian
Sun Valley Garden Center

received
12/9/14

**SITE PLAN
LANDSCAPE PLAN**

**BIGWOOD BREAD BAKERY + CAFE
LOTS 10 & 11 NORTHWOOD PUD RESUBDIVISION LOT 4
KETCHUM, IDAHO**

CLEMENS ASSOCIATES INC. PLANNING AND DESIGN CONSULTANTS PO BOX 300 KETCHUM, IDAHO 83340 208.726.5331



PLANT LEGEND

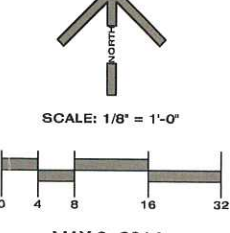
	15	EVERGREEN TREES
	1 @ 14"	LOGGPOLE PINE, <i>Pinus contorta</i>
	1 @ 16"	SUBALPINE FIR, <i>Abies lasiocarpa</i>
	1 @ 18"	
	1 @ 12"	
	1 @ 14"	
	10 @ 8"	MUGO TANNENBAUM, <i>Pinus mugo</i> 'Tannenbaum'

	25	SPECIMEN TREES & SHRUBS
	4 @ 2' cal.	SPRING SNOW CRABAPPLE, <i>Malus x Spring Snow</i>
	8 @ 2' cal.	SHUBERT CHOKECHERRY, <i>Prunus virginiana</i>
	8 @ 2' cal.	SWEDISH ASPEN, <i>Populus tremula erecta</i>
	3 @ 1 1/2' cal.	QUAKING ASPEN, <i>Populus tremuloides</i>
	3 @ 2' cal.	
	3 @ 2 1/2' cal.	
	145	SHRUBS
	135 @ 5 gal.	VARIETY - AS NOTED ON PLAN
	10 @ 10/15 gal.	

	3500 SF	PLANTING BEDS
	800 SF (200) 1 gal.	BEDS PREPARED WITH COMPOST/TOPSOIL PLANTING MIX + 3" TOP DRESSING OF COMPOST SOIL-PEP
	(65) 1 gal.	PERENNIALS/GROUNDCOVERS 1 GAL. PLANTED @ 18" O.C. / 4" CUPS @ 12" O.C.
	1000 SF	ORNAMENTAL GRASSES
	100 LF	LAWN - SOD
	850 SF	FINE FESCUE MIX OR EQUIVALENT
	30 YDS	EDGING
		4" STEEL EDGING ALONG EDGE OF LAWN WHERE NECESSARY
		DRAINROCK
		2" WASHED @ 12" DEPTH

LANDSCAPE + PLANTING NOTES:

- LOCATIONS OF PROPOSED PLANT MATERIALS ARE APPROXIMATE AND MUST BE FIELD VERIFIED PRIOR TO INSTALLATION.
- UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE LOCATED AND VERIFIED IN THE FIELD PRIOR TO ANY EXCAVATION WORK INCLUDING INSTALLATION OF PLANT MATERIALS.
- ALL PLANTING AREAS TO BE AERATED AFTER CONSTRUCTION AND PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ALL PLANT MATERIALS TO COMPLY WITH THE AMERICAN ASSOCIATION OF NURSERMEN STANDARDS.
- ALL EXISTING PLANTS THAT ARE IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES AS NECESSARY TO PROTECT AGAINST COMPACTION OF ROOT ZONES, SOIL CONTAMINANTS, AND INJURY TO BRANCHES.
- ALL LANDSCAPING TO BE IRRIGATED BY AUTOMATIC SPRINKLER SYSTEM. REFER TO IRRIGATION PERFORMANCE SPECIFICATIONS.



OWNER: BIGWOOD BREAD BAKERY + CAFE, 1000 N. 10TH ST., KETCHUM, IDAHO 83340. PREPARED BY: CLEMENS ASSOCIATES INC., 300 N. 10TH ST., KETCHUM, IDAHO 83340. DATE: MAY 9, 2014.





City of Ketchum
Planning & Building

December 30, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Resolution No. 15-002

**Bald Mountain Lodge Design Review Subcommittee Appointment
City Council Agenda January 5, 2015**

Introduction/History

The Bald Mountain Lodge Development Agreement, Section 3.3, notes that the project shall be completed per the approved PUD and design review plans and conditions and that any substantial amendment to those approvals shall be approved in writing by the Commission or the Planning and Zoning Administrator. Section 3.3.7 establishes a Design Review Subcommittee that “shall have the power and authority to approve, disapprove or conditionally approve the following: (i) those matters delegated to it by the Commission that are not contrary to or inconsistent with the Findings, and (ii) any Owner-requested non-material changes to the Design Review approval(s), or the construction elements required of this Agreement.”

“The Design Review Subcommittee shall consist of three (3) persons, one of whom shall be the current director of the Community and Economic Development Department, one of whom shall be a current or former member of the Commission that approved the original Design Review approval(s), and one of whom is a current member of the Commission...” The Design Review Subcommittee shall be appointed by the Mayor and confirmed by the City Council.

At its November 24, 2014 meeting, the Planning and Zoning Commission was presented with potential PUD and Design Review amendments to the Bald Mountain Lodge by Aspen Skiing Company and Bald Mountain Lodge LLC. The Commission opined (1) that a PUD amendment is not necessary because the immaterial changes effectively reduce the impact to neighbors and the building remains a hotel, and (2) that the public should be afforded the opportunity to comment on the specific design changes before the full Commission thereby eliminating the need for a decision on whether those changes are material. Furthermore, the Commission expressed willingness to conduct special meetings if necessary to accommodate the expedited development schedule. After any design review changes within the scope of those presented to the Commission are considered by the full

Commission, the BML Design Review Subcommittee shall function as established in the BML Development Agreement noted above.

At its December 8, 2014 meeting, the Commission nominated Erin Smith, a current member of the Commission, and Rich Fabiano, a member of the Commission in 2002 when the Bald Mountain Lodge Design Review was approved. Both nominees have agreed to serve on the Subcommittee.

Financial Requirement/Impact

There will be no direct financial impact as a result of the creation the Subcommittee. The members appointed by the Resolution will not be paid for their service. The Planning and Building Director will be the third (3rd) member of the Subcommittee according to the Agreement. Therefore, Director and other staff time will be involved as needed to facilitate activities by the Subcommittee in the course of their regular duties.

Recommendation

The Bald Mountain Design Review Subcommittee member appointees, Erin Smith and Rich Fabiano, were recommended by majority vote of the current Ketchum Planning and Zoning Commission and are recommended for appointment confirmation by the Mayor.

Recommended Motion

I respectfully recommend City Council approve appointment confirmation for Erin Smith and Rich Fabiano.

Suggested Motion

"I move to approve Resolution 15-002 confirming the appointment of Erin Smith and Rich Fabiano to the Bald Mountain Design Review Subcommittee of the Ketchum Planning and Zoning Commission."

Respectfully Submitted,



Linda Haavik, Interim Director
Ketchum Planning and Building Department

RESOLUTION NUMBER 15-002

A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPOINTING ERIN SMITH AND RICH FABIANO TO THE BALD MOUNTAIN LODGE DESIGN REVIEW SUBCOMMITTEE.

WHEREAS, the Bald Mountain Lodge Development Agreement states that a Design Review Subcommittee shall be established, authorized and empowered to “approve, disapprove or conditionally approve the following: (i) those matters delegated to it by the Commission that are not contrary to or inconsistent with the Findings, and (ii) any Owner-requested non-material changes to the Design Review approval(s), or the construction elements required of this Agreement.”;

WHEREAS, on December 8, 2014, the Planning and Zoning Commission recommended the appointment of Erin Smith and Rich Fabiano to the Subcommittee finding that they met the requirements for participation on the Subcommittee;

WHEREAS, Erin Smith and Rich Fabiano have agreed to serve on the Subcommittee as it may be needed from time to time;

WHEREAS, Mayor Jonas recommends appointment of Erin Smith and Rich Fabiano and confirmation by the City Council to serve on the Subcommittee;

WHEREAS, the term of service shall coincide with the issuance of a Certificate of Occupancy for the Bald Mountain Lodge.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Erin Smith and Rich Fabiano are appointed to the Bald Mountain Lodge Subcommittee.

This Resolution shall be in full force and effect upon its adoption this fifth (5th) day of January, 2015.

Nina Jonas, Mayor

ATTEST:

Sandra Cady, CMC

City Treasurer/Clerk

RESOLUTION NUMBER 15-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE APPOINTMENT OF _____ AND _____ TO THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Idaho Code § 50-2001 *et seq.*, the “Idaho Urban Renewal Law of 1965”, the City of Ketchum created the Ketchum Urban Renewal Agency (the “Agency”); and

WHEREAS, pursuant to Idaho Code § 50-2006, the City established a Board of Commissioners for the Agency to transact the business and exercise the powers established by Idaho Code § 50-2001 *et seq.*; and

WHEREAS, Mark Eshman and Trish Wilson were appointed to the Board of Commissioners on March 3, 2014 for a term of one year; and,

WHEREAS, the Mayor of the City of Ketchum desires to appoint _____ and _____ with the consent of the City Council, to the Board of Commissioners of the Ketchum Urban Renewal Agency.

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

That _____ and _____ are hereby approved for appointment to serve as members of the Board of Commissioners of the Ketchum Urban Renewal Agency, for a term of four years, which will expire on _____.

This Resolution will be in full force and effect upon its adoption this 5th day of January, 2015.

CITY OF KETCHUM, IDAHO

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk



City of Ketchum
Planning & Building

December 30, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Ordinance No. 1123: Ketchum Cemetery District Right-of-way Vacation
City Council Agenda January 5, 2015**

Introduction/History

The Ketchum Cemetery District petitioned the City to vacate small portions of Tenth Street, Walnut Avenue and the alley within Ketchum Townsite, Block 94. The Ketchum Planning and Zoning Commission considered the petition for vacation in January, July and August of 2014, recommending approval as the petition was modified through the process. The Ketchum City Council held its duly noticed public hearing on November 17, 2014. Upon consideration, hearing and deliberation, the Council unanimously (4-0) approved the petition for vacation as it had been modified through the process and instructed that an ordinance and the required quit claim deeds be prepared. The Findings, Conclusions and Decision: Cemetery Vacation was approved and the first reading of the Ordinance was conducted by the Council on December 1, 2014. The Council conducted the second reading of the Ordinance on December 15, 2014.

To complete the vacation process and according to the findings adopted by the Council on December 2, 2014, the applicant is required to:

- (1) Submit an application for a "readjustment of lot line" plat that is a lot line shift to incorporate the vacated parcels with the adjacent Cemetery-owned property. That application undergoes an administrative approval process culminating with approval by staff and signature by City Clerk and Engineer on the plat. That plat will contain a reference to the vacation ordinance. Benchmark Associates reported that the application is being prepared and will be submitted soon.
- (2) Dedicate a ten (10) foot wide public non-motorized access easement over portions of (Cemetery-owned) Lots 3 and 4, Block 94 in a mutually agreed upon location, and a five (5) foot access easement along the south boundary restricted per the findings. This dedication may occur on the lot line shift plat.
- (3) Submit to the City for Attorney review quitclaim deeds transferring ownership from the City to the Cemetery District.

- (4) Dedicate a ten (10) foot utility easement along the western boundary (adjacent to State Highway 75) of the Cemetery property for the purposes of the City's sewer main line that is presently located there per the findings. This dedication may occur on the lot line shift plat.

Upon approval of the lot line shift plat and form and substance of the quitclaim deeds, those documents will be signed by the city. The ordinance, the plat and quitclaim deeds may be recorded simultaneously. The ordinance must be published within 30 days of approval (presumably January 5, 2015).

Draft Ordinance No. 1123

See draft ordinance with the complete Exhibit A (legal descriptions) attached.

Financial Requirement/Impact

The requested vacations are minimal and are, generally, areas already maintained by the Cemetery. As part of the vacation request, the Cemetery has agreed to provide two (2) trail connections and a sewer easement. Construction and maintenance of those trails may have a small financial impact on the City in the future. A plat of the new property lines is required and the quit claim deeds will be recorded simultaneously with the plat.

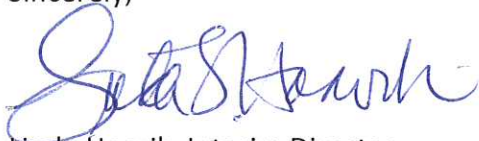
Recommendation

Staff respectfully recommends that the City Council conduct the third reading of the proposed Ordinance to vacate the subject portions of the rights-of-way of Tenth Street, Walnut Avenue and the alley within Block 94, Ketchum Townsite and adopt Ordinance No. 1123.

Recommended Motion

"I move to conduct the third second reading of Ordinance No. 1123, Ketchum Cemetery District Right-of-way Vacation, and to adopt Ordinance No. 1123."

Sincerely,



Linda Haavik, Interim Director
Ketchum Planning and Building Department

ORDINANCE NUMBER 1123

AN ORDINANCE VACATING A PORTION OF THE ALLEY LYING WITHIN BLOCK 94, A PORTION OF 10TH STREET LYING ADJACENT TO KETCHUM CEMETERY DISTRICT PROPERTY ON THE NORTH, A PORTION OF 10TH STREET LYING BETWEEN KETCHUM CEMETERY DISTRICT PROPERTY AND BLOCK 94, AND A PORTION OF WALNUT AVENUE LYING BETWEEN BLOCK 94 AND BLOCK 50 ALL WITHIN THE ORIGINAL TOWNSITE OF KETCHUM, IDAHO; ABANDONING SAID RIGHTS OF WAY, AND REVERTING SAID RIGHTS OF WAY TO THE ADJOINING LANDOWNER; AND, ESTABLISHING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Ketchum conducted duly noticed public hearings and provided notice on the petition for vacation by the Ketchum Cemetery District pursuant to Ketchum Municipal Code §16.04.050 and Idaho Code §50-1324 and 50-311;

WHEREAS, the City of Ketchum has determined that the portions of 10th Street lying adjacent to Ketchum Cemetery District property on the north, 10th Street lying between Ketchum Cemetery District property and Block 94, and Walnut Avenue lying between Block 94 and Block 50 all within the Original Townsite of Ketchum, more specifically described in Exhibit A attached hereto and made a part hereof, have not been opened or used by the public for five (5) or more years for vehicular access, and adjacent property owners have access to their properties from other public street, I.C. §50-1321;

WHEREAS, the petitioner, Ketchum Cemetery District, will dedicate a ten (10) foot wide sewer easement for the benefit of the City of Ketchum along the west side of the Cemetery property adjacent to SH75;

WHEREAS, the petitioner, Ketchum Cemetery District, will dedicate a ten (10) foot wide public non-motorized access easement over portion of District-owned Lots 3 and 5, Block 94, Original Townsite of Ketchum and a five (5) foot wide public non-motorized access easement along the south boundary of the District property to memorialize historic public trail use in this area; and,

WHEREAS, the City of Ketchum has determined it is in the best interests of the public and the City of Ketchum to accept the public easements as proposed by the Petitioner and to vacate said street and alley rights of way, more specifically described in Exhibit A; and that such vacation will not impair the rights of the adjoining landowners,

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

SECTION 1. All that portion of the alley lying within Block 94, Original Townsite of Ketchum, more specifically described in Exhibit A, is hereby vacated and abandoned and reverts to Petitioner.

SECTION 2. All that portion of 10th Street lying adjacent to Ketchum Cemetery District property on the north, Original Townsite of Ketchum, more specifically described in Exhibit A, is hereby vacated and abandoned and reverts to Petitioner.

SECTION 3. All that portion of 10th Street lying between Ketchum Cemetery District property and Block 94, Original Townsite of Ketchum, more specifically described in Exhibit A, is hereby abandoned and reverts to Petitioner.

SECTION 4. All that portion of Walnut Avenue lying between Block 94 and Block 50, Original Townsite of Ketchum, more specifically described in Exhibit A, is hereby vacated and abandoned and reverts to Petitioner.

SECTION 5. Petitioner shall dedicate a ten (10) foot wide sewer easement for the benefit of the City of Ketchum along the west side of the Cemetery property adjacent to SH75.

SECTION 6. Petitioner shall dedicate a ten (10) foot wide public non-motorized access easement over portion of District owned Lots 3 and 5, Block 94, Original Townsite of Ketchum and a five (5) foot wide public non-motorized access easement along the south boundary of the District property.

SECTION 7. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

SECTION 9. PUBLICATION. This Ordinance shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 10. REPEALER CLAUSE. All City of Ketchum code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

SECTION 11. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved
by the Mayor this _____ day of _____, 2015.

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

EXHIBIT A

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : Facsimile 208-726-9514

**Description for
Parcel 1**

A parcel of land being a portion of 10th Street and a portion of the alley of Block 94, Ketchum Townsite, recorded as Instrument No. 302967, records of Blaine County, Idaho, situated in Section 18, Township 4 North, Range 18 East of the Boise Meridian, City of Ketchum, Blaine County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap, (CP&F No. 551703) which marks which marks the northwest corner of Section 18, from which a found 5/8" rebar, which marks the centerline intersection of 5th Street and Spruce Avenue, Ketchum Townsite, bears South 44°35'45" East, 1650.35 feet;

Thence South 08°43'50" East, 271.12 feet to the northerly right-of-way line of 10th Street, said point being the **POINT OF BEGINNING**;

Thence along the northerly right-of-way line of 10th Street, North 45°36'07" East, 54.95 feet;

Thence leaving the northerly right-of-way line of 10th Street, South 01°08'30" East, 82.38 feet to the northerly boundary of Lot 8, Block 94, Ketchum Townsite;

Thence along the northerly and westerly boundaries of Lot 8, Block 94, Ketchum Townsite the following two courses and distances:

South 45°36'07" West, 14.51 feet;

South 44°23'13" East, 4.86 feet;

Thence leaving the westerly boundary of Lot 8, Block 94, Ketchum Townsite, South 26°38'57" West, 31.72 feet to the easterly boundary of Lot 4, Block 94, Ketchum Townsite;

Thence along the easterly and northerly boundaries of Lot 4, Block 94, Ketchum Townsite the following two courses and distances:

North 44°23'13" West, 15.16 feet;

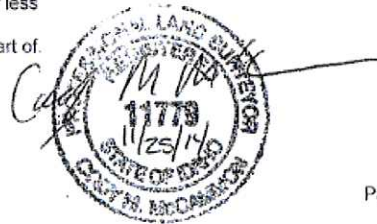
South 45°36'07" West, 20.89 feet;

Thence leaving the northerly boundary of Lot 4, Block 94, Ketchum Townsite, North 03°42'45" East, 89.86 feet to the **POINT OF BEGINNING**;

Said parcel contains 3,910 square feet, more or less

See exhibit map attached hereto and made a part of.

End Description



Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : Facsimile 208-726-9514

Description for Parcel 2

A parcel of land being a portion of 10th Street and a portion of the Walnut Avenue, Ketchum Townsite, recorded as Instrument No. 302967, records of Blaine County, Idaho, situated in Section 13, Township 4 North, Range 17 East of the Boise Meridian, City of Ketchum, Blaine County, Idaho and being more particularly described as follows:

Commencing at a found Brass Cap, (CP&F No. 551703) which marks which marks the northeast corner of Section 13, from which a found 5/8" rebar, which marks the centerline intersection of 5th Street and Spruce Avenue, Ketchum Townsite, bears South 44°35'45" East, 1650.35 feet;

Thence South 20°43'19" West, 523.53 feet, said point being the **POINT OF BEGINNING**;

Thence South 89°58'31" East, 141.24 feet to a found 5/8" rebar;

Thence North 44°25'26" West, 38.86 feet;

Thence North 45°36'07" East, 20.00 feet to the west corner of Block 94, Ketchum Townsite;

Thence along the westerly boundary of Block 94, Ketchum Townsite, South 44°25'26" East, 77.53 feet;

Thence leaving the westerly boundary of Block 94, South 89°41'29" West, 111.43 feet along the extension of the northerly boundary of the amended Lot 1AA, Block 50, Ketchum Townsite recorded as Instrument No. 599746, records of Blaine County, Idaho, to a found 5/8" rebar, PLS 11779;

Thence along of the northerly boundary of the amended Lot 1AA, Block 50, South 89°41'29" West, 86.21 feet, to a found 1/2" rebar;

Thence leaving the northerly boundary amended Lot 1AA, Block 50, North 45°36'07" East, 21.08 feet to the **POINT OF BEGINNING**;

Said parcel contains 3,575 square feet, more or less

See exhibit map attached hereto and made a part of.

End Description



EXHIBIT MAP PARCEL 1

LOCATED WITHIN
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

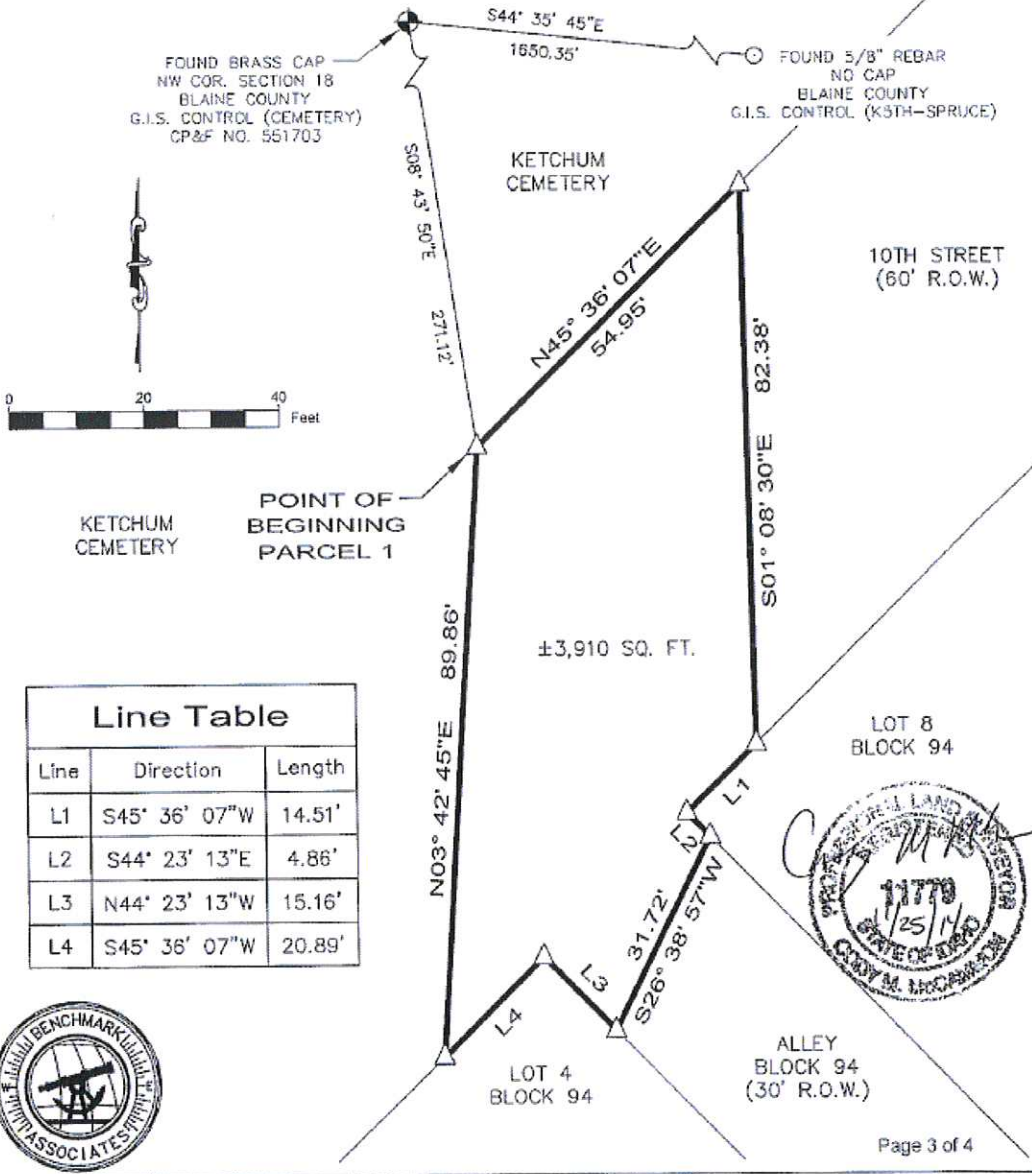
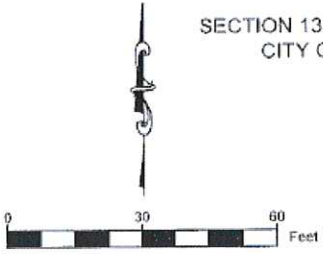
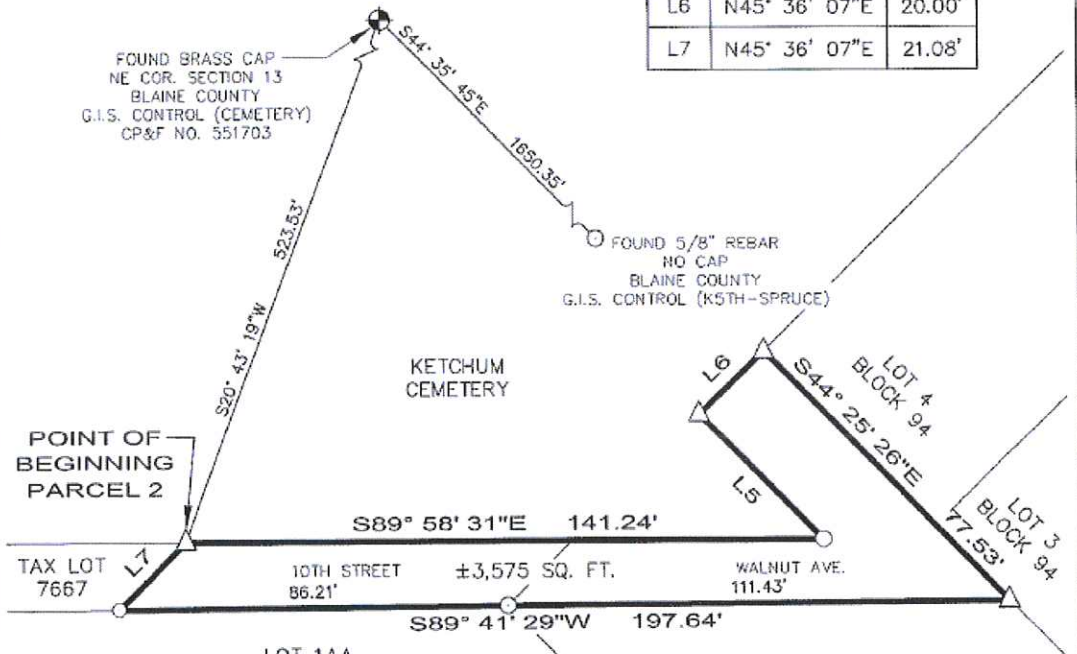


EXHIBIT MAP PARCEL 2

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO



Line Table		
Line	Direction	Length
L5	N44° 25' 26"W	38.86'
L6	N45° 36' 07"E	20.00'
L7	N45° 36' 07"E	21.08'





City of Ketchum
Planning & Building

December 30, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Ordinance No. 1124: Wick Strasse Right-of-way Vacation
City Council Agenda January 5, 2015**

Introduction/History

TBDBV, LLC, and BV, LLC – Dennis Hanggi, Glen H. Hamilton Trust petitioned the City to vacate the Wick Strasse right of way located within the Bavarian Village Subdivision in West Ketchum. The Ketchum Planning and Zoning Commission considered the petition for vacation in September of 2014 and recommended approval. The Ketchum City Council held its duly noticed public hearing on November 17, 2014. Upon consideration, hearing and deliberation, the Council unanimously (4-0) approved the petition for vacation including the recordation of the Declaration of Special Covenants, Conditions and Restrictions, as modified for Council consideration, to which the City is named as a third party beneficiary and instructed that an Ordinance and the required quit claim deeds be prepared. The Findings of Fact, Conclusions of Law and Decision: Wick Strasse Vacation was approved and the first reading of the Ordinance was conducted by the Council on December 1, 2014. The second reading of the Ordinance was conducted by the Council on December 15, 2014.

To complete the vacation process and according to the findings adopted by the Council on December 1, 2014, the applicant is required to provide quitclaim deeds transferring ownership from the City to the adjacent property owners and record the Declaration of Special Covenants, Conditions and Restrictions, as modified and accepted.

Condition #1 stated in the Findings: "1. Vehicular access to the lots contiguous with the currently named Wick Strasse Street, whether in its present location or in a future location, shall come off of said street and not off of Bird Drive."

This condition will be satisfied by a plat note contained on the lot line shift plat that will incorporate the segments of ROW with the adjacent parcels. This plat should also contain a reference to the Declaration of Special Covenants, Conditions and Restrictions, as modified and accepted. Benchmark Associates reported that the lot line shift application is being prepared and will be submitted soon.

Condition #2 stated in the Findings: "2. Prior to issuance of a building permit for any lot served by the currently named Wick Strasse Street, the property owner shall submit civil engineered drawings, stamped by an engineer licensed in the State of Idaho, for street and

utility improvements to serve all properties served by the Wick Strasse easement. Said drawing shall be reviewed and approved by the Public Works Director prior to issuance of building permit."

This condition is included in the Declaration of Special Covenants, Conditions and Restrictions, as modified and considered by the Council as part of the Staff Report for the public hearing on November 17, 2014.

Condition #3: "3. Prior to issuance of a building permit for any lot served by the currently named Wick Strasse Street or abandonment of the well on Lot 1, whichever comes first, the applicant shall transfer the water right for that well to the City. The means for said transfer shall be reviewed and approved by the City Attorney."

The attorney for the applicant proposed to convey the water rights by quitclaim deed at the time the quitclaim deeds to the ROW are recorded. In addition, the Council requested that the transfer of the water rights be "in process" before the Council considers a third reading of the ordinance. The IDWR application for transfer of water right has been prepared by Ketchum's Public Works Department. However, to complete that application, a "conveyance document" is required. The quitclaim deed from the water rights owner will constitute the "conveyance document".

Draft Ordinance

See draft Ordinance No. 1124 attached.

Financial Requirement/Impact

Wick Strasse has been privately maintained in the past. The property affected by the vacation is currently vacant. The ROW does not provide public vehicular or non-motorized access to any other properties or public space. The Street Department would prefer not to maintain and perform snow removal on the dead end street in the future. The applicant indicated its desire to grant the water right currently associated with the property to the benefit of the City, as connection to the municipal water system will be required of all future development.

Recommendation

Staff respectfully recommends that the City Council conduct the third reading of the proposed Ordinance to vacate the subject Wick Strasse right-of-way within the Bavarian Village Subdivision and adopt Ordinance No. 1124.

Recommended Motion

"I move to approve the third reading of Ordinance No. 1124, Wick Strasse Right-of-way Vacation and to adopt Ordinance No. 1124."

Sincerely,



Linda Haavik, Interim Director
Ketchum Planning and Building Department

ORDINANCE NUMBER 1124

AN ORDINANCE VACATING WICK STRASSE RIGHT OF WAY CONTAINED WITHIN THE PLAT OF BAVARIAN VILLAGE SUBDIVISION, LOCATED WITHIN THE CITY OF KETCHUM, IDAHO, AND RECORDED UNDER INSTRUMENT NUMBER 139821 RECORDS OF BLAINE COUNTY, IDAHO; ABANDONING SAID RIGHT OF WAY, AND REVERTING SAID RIGHT OF WAY TO THE ADJOINING LANDOWNERS; AND, ESTABLISHING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Ketchum conducted duly noticed public hearings and provided notice on the petition for vacation by TBDBV, LLC, BV, LLC – Dennis Hanggi, Glen H. Hamilton Trust, pursuant to Ketchum Municipal Code §16.04.050 and Idaho Code §50-1324 and 50-311;

WHEREAS, the City of Ketchum has determined that the Wick Strasse right of way within the Plat of Bavarian Village Subdivision has not been opened or used by the public for five (5) or more years for vehicular access, that it is not being used for access by the City; that it does not provide vehicular or non-motorized access to any other properties, and that access to prior development utilizing this right of way was developed and maintained by the property owners before the development was razed;

WHEREAS, the Petitioners have proposed to grant easements necessary to create a private drive and cul de sac to provide access to the adjacent Lot 5, 6, 7, and 8, Bavarian Village Subdivision for future development and have agreed that access to these lots shall be limited to the private drive and not permitted from any adjacent city street;

WHEREAS, the Petitioners will facilitate the transfer of water rights associated with the well that exists on Lot 6 of Bavarian Village Subdivision to the City of Ketchum recognizing that future development of the property will require connection to the City of Ketchum central water system;

WHEREAS, the Petitioners proposed and the City finds acceptable the recordation of Declarations of Special Covenants, Conditions and Restrictions which name the City as a third party beneficiary to ensure installation of required utilities prior to issuance of a building permit for any of the properties bordering Wick Strasse Street; and

WHEREAS, City of Ketchum has determined that it is in best interests of the public to vacate said Street and such vacation will not impair the rights of the adjoining landowners or the public,

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

SECTION 1. All of Wick Strasse Right of Way contained within the Plat of Bavarian Village Subdivision, located within the City of Ketchum, Idaho, and recorded under Instrument Number 139821, Records of Blaine County, Idaho, is hereby vacated and abandoned and reverts back to the adjoining landowners pursuant to Idaho Code §50-1324 and 50-311.

SECTION 2. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

SECTION 4. PUBLICATION. This Ordinance shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. REPEALER CLAUSE. All City of Ketchum code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this _____ day of _____, 2015.

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk



City of Ketchum

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

January 5, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation To Schedule a Public Hearing to Open the FY 2014-15 Adopted Budget for the Purpose of Funding a Pilot Program for Mountain Rides Late Night Bus Service

Introduction/History

On December 15, 2014 the City Council supported funding a short term trial for Mountain Rides late night bus service. The cost for pilot program was estimated at \$15,000. Funding will be provided by dedicating \$10,000 of LOT contingency and \$5,000 from LOT fund balance. In order to allocate the \$5,000 from LOT fund balance, the Council must open the adopted FY 14-15 budget.

Current Report

Opening the budget requires adoption of a resolution, publishing a notice of the intent to open the budget and a public hearing to take action. This report recommends the Council begin the process by adopted the attached resolution.

Financial Requirement/Impact

This action will begin the process to amend the FY 14-15 Adopted Budget and reduce the LOT fund balance by \$5,000 to support the late night bus service pilot program.

Recommendation

Staff recommends the Council adopt the proposed resolution and begin the process to amend the FY 14-15 Adopted Budget.

Recommended Motion

I recommend adoption of the Resolution Initiating the Amendment to the FY 14-15 Adopted Budget to fund the late night bus service pilot program.

Sincerely,

Suzanne Frick
City Administrator

RESOLUTION NO. 15-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING FOR AN AMENDMENT TO THE 2014-15 FISCAL YEAR BUDGET.

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

SECTION 1. That public hearing thereon shall be held at 5:30 p.m., on January 20, 2014, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the fiscal year 2014-15 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho, on January 7, 2015 and January 14, 2015.

PASSED BY THE CITY COUNCIL this 5th day of January 2015.

SIGNED BY THE MAYOR this 5th day of January 2015.

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho will hold a Public Hearing for consideration of an amendment to the 2014-15 fiscal year budget by appropriating additional monies received by the City of Ketchum, Idaho, said hearing to be held at Ketchum City Hall, 480 East Avenue North at 5:30 p.m. on January 20, 2015.

	<u>ACTUAL</u> FY 12-13	<u>ACTUAL</u> FY 13-14	<u>Adopted Budget</u> FY 14-15	<u>Increase over</u> <u>Original</u> <u>Appropriation</u>
<u>EXPENDITURES</u>				
LOCAL OPTION SALES TAX FUND				
Contingency	18,538	6,387	10,000	5,000
			<u>TOTAL APPROPRIATION</u>	<u>5,000</u>

	<u>ACTUAL</u> FY 12-13	<u>ACTUAL</u> FY 13-14	<u>Adopted Budget</u> FY 14-15	<u>Increase over</u> <u>Original</u> <u>Appropriation</u>
<u>REVENUES</u>				
LOCAL OPTION SALES TAX FUND				
Fund Balance	77,560	59,045	33,936	5,000
			<u>TOTAL APPROPRIATION</u>	<u>5,000</u>

At said hearing any interested person may appear and show cause, if any he has, why such proposed appropriation ordinance amendment should or should not be adopted.

DATED this 5th day of January 2015

Sandra E. Cady, CMC
City Treasurer/Clerk

Publish: Idaho Mountain Express
January 7, 2015
January 14, 2015



City of Ketchum

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

January 5, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation for Resolution No. 15-004 Medical HRA Plan Amendment

Introduction/History

On June 26th 2007 the Council adopted Resolution No. 07-087 authorizing the Mayor to execute a Health Reimbursement Arrangement (HRA) Plan Service Agreement with National Benefit Services LLC to provide services for the City of Ketchum Medical HRA Plan. The City desired to obtain services associated with preparing and maintaining the City of Ketchum Medical HRA Plan, as well as all other administration services required for such Medical HRA Plan.

Since the adoption of the Medical HRA Plan in 2007 other amendments have taken place per Resolution No. 09-017, 10-006, 10-020, 11-003, and 13-002.

National Benefit Services LLC also provides services to the City of Ketchum for the Vision HRA Plan and the Cafeteria Plan.

Current Report

Certain changes are now required to the plan documents effective January 1, 2015. The Medical HRA Plan will be amended as stated in the Summary of Material Modifications to the Medical HRA Plan - Summary of Changes:

Benefit

1. The maximum Employer contribution allowed each year
 - a. \$575 per year per single Participant;
 - b. \$1,775 per year per Participant and family.
2. Plus any unused amounts from prior Coverage Periods. However, the maximum that can be carried forward to a later Coverage Period is \$7,000.
3. All Contributions will be pro-rated based on the Participant's eligibility date to join the plan.

Financial Requirement/Impact

Effective January 1, 2015 the Medical HRA Administration fee will increase from \$3.00/Monthly/Participant Fee (Minimum of \$50/Month) to \$3.15/Monthly/Participant Fee (Minimum of \$50/Month). The Document Updates/Amendments Fee remains the same at \$150.

There is a total charge of \$150.00 for the Document Update/Amendment for both the Medical HRA and the Vision HRA Plan Amendments.

Recommendation

I respectfully recommend that the Ketchum City Council approve Resolution No. 15-004 authorizing the Mayor to sign the Medical HRA (Health Reimbursement Arrangement) Plan Document and approve the Administration Fee increase.

Recommended Motion

"I move to approve Resolution No. 15-004, amending the Medical Health Reimbursement Arrangement (HRA) Plan Documents."

Sincerely,

Sandra E. Cady, CMC

City Treasurer/Clerk

RESOLUTION 15-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE MEDICAL HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN DOCUMENTS.

WHEREAS, the City of Ketchum has previously adopted Resolution No. 07-087 entering into a HRA Plan Service Agreement to obtain services associated with preparing and maintaining the City of Ketchum Medical HRA Plan, as well as all other administration services required for such Medical HRA Plan; and

WHEREAS, that the Administrator of the Plan was instructed to take such actions that were necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan; and

WHEREAS, certain changes are now required to the plan documents effective January 1, 2015; and

WHEREAS, that attached hereto are true copies of the Medical Health Reimbursement Arrangement (HRA) Plan as amended and restated and the Summary of Material Modifications regarding the following changes:

1. The maximum Employer contribution allowed each year
 - a. \$575 per year per single Participant;
 - b. \$1,775 per year per Participant and family.
2. Plus any unused amounts from prior Coverage Periods. However, the maximum that can be carried forward to a later Coverage Period is \$7,000
3. All Contributions will be pro-rated based on the Participant's eligibility date to join the plan; and

WHEREAS, effective January 1, 2015 the Medical HRA Administration fee will increase from \$3/Monthly/Participant Fee (Minimum of \$50/Month) to \$3.15/Monthly/Participant Fee (Minimum of \$50/Month).

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council authorizes amending the Medical HRA Plan and authorizes the Mayor to sign the Medical HRA Plan Document and approve the Administration Fee Increase.

This Resolution will be in full force and effect upon its adoption and approval this fifth (5th) day of January 2015.

Nina Jonas
Mayor

ATTEST:

Sandra Cady, CMC
City Treasurer/Clerk

SUMMARY OF MATERIAL MODIFICATIONS
CITY OF KETCHUM HEALTH REIMBURSEMENT ACCOUNT

I
INTRODUCTION

City of Ketchum has amended your Health Reimbursement Account Plan as of January 1, 2015.

This is merely a summary of the most important changes to the Plan. It is presented to you as an addition to the Summary Plan Description. If you have any questions, contact the Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II
SUMMARY OF CHANGES

Benefit

The maximum Employer contribution allowed each year is:

- (a) \$575 per year per single Participant; or
- (b) \$1,1775 per year per Participant and family.

Plus any unused amounts from prior Coverage Periods. However, the maximum that can be carried forward to a later Coverage Period is \$7,000.

All Contributions will be pro-rated based on the Participant's eligibility date to join the plan.

**HEALTH REIMBURSEMENT ARRANGEMENT
CITY OF KETCHUM MEDICAL**

BASIC PLAN DOCUMENT

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HEALTH REIMBURSEMENT ARRANGEMENT

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the individual(s) or committee appointed by the Employer to carry out the administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.
- 1.2 "Affiliated Employer" means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3 "Affordable Care Act" means the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, and as further amended by the Department of Defense and Full-Year Continuing Appropriations Act, 2011.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.5 "Coverage Period" or "Plan Year" means the 12-month period commencing on January 1st and ending on December 31st.
- 1.6 "Dependent" means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order under ERISA Section 609 shall be considered a Dependent under this Arrangement.

Notwithstanding anything in the Plan to the contrary, Qualifying Medical Expenses incurred by a Participant's child prior to the end of the calendar year in which the child attains age 26 may be reimbursed under the Plan. A Participant's child includes his natural child, and adopted child, or a child placed with the Employee for adoption. It may also include step children and/or foster children if elected on the Adoption Agreement. A Participant's child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person.

The phrase "placed for adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 1.7 "Effective Date" of the Plan means February 1, 2004. The effective date of this amendment and restatement is January 1, 2015.

- 1.8** "Eligible Employee" means any Eligible Employee as stated in Section 2.1 and as provided herein. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as "Eligible Employees" prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

However, a self-employed individual as defined under Code Section 401(c) or a 2-percent shareholder as defined under Code Section 1372(b) shall not be eligible to participate in this Plan.

- 1.9** "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).
- 1.10** "Employer" means City of Ketchum any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.
- 1.11** "Employer Contribution" means the amounts contributed to the Plan by the Employer.
- 1.12** "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.13** "Leased Employee" means, effective with respect to Plan Years beginning on or after January 1, 1997, any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include Compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but for Plan Years beginning prior to January 1, 1998, including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), or for Plan Years beginning on or after January 1, 2001 (or as of a date, no earlier than January 1, 1998, as specified in Section 1.6 of the Plan), 132(f)(4), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's non-highly compensated workforce.

- 1.14** "Participant" means any Eligible Employee who has satisfied the requirements of Section 2.1 and has not for any reason become ineligible to participate further in the Plan.
- 1.15** "Plan" means City of Ketchum Medical HRA Plan as set forth herein adopted by the Employer, including all amendments thereto. "Plan" means the "Health Reimbursement Arrangement."

- 1.16** "Premiums" mean the Participant's cost for any health plan coverage.
- 1.17** "Qualifying Health Plan" means coverage which does not consist solely of "excepted benefits" as described in 26 C.F.R. § 54.9831-1(c)(3) which is a group health plan which is not sponsored by the Employer which provides "minimum value" pursuant to Code section 36B(c)(2)(C)(ii) for which the Plan has received an attestation signed by an Employee certifying coverage under the group health plan.
- 1.18** "Qualifying Medical Expenses" means any expense eligible for reimbursement under the Health Reimbursement Arrangement which would qualify as a "medical expense" (within the meaning of Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder) of the Participant, the Participant's spouse or a Dependent and not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a health Flexible Spending Account. Qualifying Medical Expenses covered by this Plan are limited to dental deductibles, medical co-insurance payments, and medical deductibles under the Employer's group medical plan. A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" as defined in Code Section 106(f). Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c). If the Employer provides Health Savings Accounts for Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 223. "Incurred" means when the Participant is provided with the medical care that gives rise to the Qualifying Medical Expense and not when the Participant formally billed or charged for, or pays for, the medical care.

ARTICLE II PARTICIPATION

2.1 Eligibility

Any Eligible Employee will be eligible to participate in the Health Reimbursement Arrangement upon satisfaction of the following: (a) Date of Hire (No service required); (b) Employee is scheduled to work at least 30 hours per week; and Employee is currently enrolled in the Employer's group health plan or a Qualifying Health Plan unless the Health Reimbursement Arrangement will benefit not more than one Employee. The following Employees are excluded: Non-resident aliens; Leased Employees.

2.2 Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 2.1 shall become a Participant effective as of the first day of the month coinciding with or following the date on which such requirements are satisfied.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

2.3 Termination of Participation

This Section shall be applied and administered consistent with any rights a Participant and the Participant's Dependents may be entitled to pursuant to Code Section 4980B, Section 7.13 of the Plan. A former Participant has 60 days following termination of participation to file claims for services performed prior to this date. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries.

2.4 Opt-out and Waiver

A Participant under the Plan is permitted to permanently opt out of and waive future reimbursements from the HRA at least annually and upon termination of employment.

ARTICLE III BENEFITS

3.1 Establishment of Plan

- (a) This Health Reimbursement Arrangement is intended to qualify as a Health Reimbursement Arrangement under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- (b) Beginning with the plan year which begins on or after January 1, 2014, to the extent that this Health Reimbursement Arrangement ("HRA") does not constitute an "excepted benefit" as described in 26 C.F.R. § 54.9831-1(c)(3)(v); or according to its terms may be used to reimburse essential health benefits as defined in § 1302(b) of the Affordable Care Act; this Plan is intended by the Employer to constitute an "integrated" HRA as that term is used in the Affordable Care Act and regulatory guidance issued thereunder ("ACA").
- (c) The Employer maintains a group health plan which does not consist solely of "excepted benefits" as described in 26 C.F.R. § 54.9831-1(c)(3) which provides "minimum value" pursuant to Code section 36B(c)(2)(C)(ii).
- (d) The Employer does maintain a Health Flexible Spending Account and/or Cafeteria Plan. Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses for services that were incurred during the Coverage Period. The HRA Plan will reimburse you in conjunction with the Cafeteria Plan, if applicable. Separate accounts are held for the HRA and Cafeteria Plan. The funds from the HRA and Cafeteria plan will not be co-mingled.
- (e) The Employer shall make available to each Participant an Employer Contribution for the reimbursement of Qualifying Medical Expenses. The Employer shall contribute the following annual amount:
 - (a) \$575 per year per single Participant;
 - (b) \$1,775 per year per Participant and family.

At the Employer's discretion corrections may be made to the benefit to correct errors.

All Contributions will be pro-rated based on the Participant's eligibility date to join the plan

No salary reductions may be made to this Health Reimbursement Arrangement.

- (f) This Plan shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder, to the extent necessary to maintain this Plan as a Health Reimbursement Arrangement.

3.2 Nondiscrimination Requirements

- (a) It is the intent of this Health Reimbursement Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) If the Administrator deems it necessary to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

3.3 Health Reimbursement Arrangement Claims

- (a) The Administrator shall direct the reimbursement to each eligible Participant for all Qualifying Medical Expenses. All Qualifying Medical Expenses eligible for reimbursement pursuant to Section 3.1(b) shall be reimbursed during the Coverage Period, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Qualifying Medical Expenses were incurred during a Coverage Period. Claims must include receipts or documentation that the expense being incurred is eligible for reimbursement, in order to claim reimbursement. Expenses may be reimbursed up to 90 days after the end of the Coverage Period; and Section 3.3(c) below. However, a Participant may not submit claims incurred prior to beginning participation in the Plan and/or the Effective Date of the Plan, whichever is earlier.
- (b) Notwithstanding the foregoing, Qualifying Medical Expenses shall not be reimbursable under this Plan if eligible for reimbursement and claimed under the Employer's Health Flexible Spending Account or Health Savings Account, if applicable.
- (c) Claims for the reimbursement of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been filed as is administratively practicable. However, if a Participant fails to submit a claim within 90 days immediately following the end of the Coverage Period, those Medical Expense claims shall not be considered for reimbursement by the Administrator.
- (d) Reimbursement payments under this Plan shall be made directly to the Participant.
- (e) If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, such remainder shall be carried forward to the next Coverage Period. However, the maximum accumulation limit for a Coverage Period is \$7,000.

ARTICLE IV ERISA PROVISIONS

4.1 Claim for Benefits

Any claim for Benefits shall be made to the Administrator. The following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the claim determination;

- (2) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

4.2 Named Fiduciary

The “named Fiduciaries” of this Plan are (1) the Employer and (2) the Administrator. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the Plan; and shall have the sole authority to appoint and remove the Administrator; and to amend the provisions of the Plan or terminate, in whole or in part, the Plan. The Administrator shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described in the Plan. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan. Any person or group may serve in more than one Fiduciary capacity.

4.3 General Fiduciary Responsibilities

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- (a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

4.4 Nonassignability of Rights

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

ARTICLE V ADMINISTRATION

5.1 Plan Administration

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To approve reimbursement requests and to authorize the payment of benefits; and
- (f) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.
- (g) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

5.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

5.3 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE VI
AMENDMENT OR TERMINATION OF PLAN**

6.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant.

6.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further reimbursements shall be made.

**ARTICLE VII
MISCELLANEOUS**

7.1 Plan Interpretation

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 7.11.

7.2 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 105 and any Treasury regulations thereunder.

7.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

7.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

7.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

7.7 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

7.8 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

7.9 Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in trust, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

7.10 Governing Law

This Plan and Trust shall be construed and enforced according to the Code, ERISA, and the laws of the state or commonwealth in which the Employer's principal office is located, other than its laws respecting choice of law, to the extent not pre-empted by ERISA.

7.11 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

7.12 Headings

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

7.13 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B.

7.14 Family and Medical Leave Act

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

7.15 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

7.16 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

7.17 HIPAA Privacy Standards

- (a) If this Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- (b) The Plan shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (c) Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- (d) The Plan shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to

the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

- (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
 - (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
 - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected

Health Information in accordance with Section 164.526 of the Privacy Standards;

- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

7.18 HIPAA Electronic Security Standards

If this Plan is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), then this Section shall apply as follows:

- (a) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 7.17.
- (d) The Plan shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (e) Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall

mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.

- (f) The Plan shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
 - (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
 - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (g) The Employer must provide certification to the Plan that it agrees to:
 - (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

7.19 Mental Health Parity And Addiction Equity Act (USERRA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addition Equity Act and ERISA Section 712.

7.20 Genetic Information Nondiscrimination Act (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

7.21 Women's Health and Cancer Rights Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

7.22 Newborn's and Mothers' Health Protection Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this HRA Plan document is hereby executed this _____ day of _____.

City of Ketchum (Medical HRA Plan)

By _____

Title: _____

Date: _____



City of Ketchum

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

January 5, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation for Resolution No. 15-005 Vision HRA Plan Amendment

Introduction/History

On June 26th 2007 the Council adopted Resolution No. 07-085 authorizing the Mayor to execute a Vision Reimbursement Arrangement (HRA) Plan Service Agreement with National Benefit Services LLC to provide services for the City of Ketchum Vision HRA Plan. The City desired to obtain services associated with preparing and maintaining the City of Ketchum Vision HRA Plan, as well as all other administration services required for such Vision HRA Plan.

Since the adoption of the Medical HRA Plan in 2007 other amendments have taken place per Resolution No. 09-020 and 10-007.

National Benefit Services LLC also provides services to the City of Ketchum for the Medical HRA Plan and the Cafeteria Plan.

Current Report

Certain changes are now required to the plan documents effective January 1, 2015. The Vision HRA Plan will be amended as stated in the Summary of Material Modifications to the Vision HRA Plan - Summary of Changes:

Benefit

"All Contributions will be pro-rated based on the Participant's eligibility date to join the plan."

Financial Requirement/Impact

Effective January 1, 2015 the Vision HRA Administration fee will increase from \$1.50/Monthly/Participant Fee (Minimum of \$50/Month) to \$1.60/Monthly/Participant Fee (Minimum of \$50/Month). The Document Updates/Amendments Fee remains the same at \$150.

There is a total charge of \$150.00 for the Document Update/Amendment for both the Medical HRA and the Vision HRA Plan Amendments.

Recommendation

I respectfully recommend that the Ketchum City Council approve Resolution No. 15-005 authorizing the Mayor to sign the Vision HRA (Health Reimbursement Arrangement) Plan Document and approve the Administration Fee increase.

Recommended Motion

"I move to approve Resolution No. 15-005, amending the Vision Health Reimbursement Arrangement (HRA) Plan Documents."

Sincerely,

Sandra E. Cady, CMC

City Treasurer/Clerk

RESOLUTION 15-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE VISION HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN DOCUMENTS.

WHEREAS, the City of Ketchum has previously adopted Resolution No. 07-085 entering into a HRA Plan Service Agreement to obtain services associated with preparing and maintaining the City of Ketchum Vision HRA Plan, as well as all other administration services required for such Vision HRA Plan; and

WHEREAS, that the Administrator of the Plan was instructed to take such actions that were necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan; and

WHEREAS, certain changes are now required to the plan documents effective January 1, 2015; and

WHEREAS, that attached hereto are true copies of the Vision Health Reimbursement Arrangement (HRA) Plan as amended and restated and the Summary of Material Modifications regarding the following change:

"All Contributions will be pro-rated based on the Participant's eligibility date to join the plan"; and

WHEREAS, effective January 1, 2015 the Vision HRA Administration fee will increase from \$1.50/Monthly/Participant Fee (Minimum of \$50/Month) to \$1.60/Monthly/Participant Fee (Minimum of \$50/Month).

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council authorizes amending the Vision HRA Plan and authorizes the Mayor to sign the Vision HRA Plan Document and approve the Administration Fee Increase.

This Resolution will be in full force and effect upon its adoption and approval this fifth (5th) day of January 2015.

Nina Jonas
Mayor

ATTEST:

Sandra Cady, CMC
City Treasurer/Clerk

RESOLUTION NO. 15-005

SUMMARY OF MATERIAL MODIFICATIONS
CITY OF KETCHUM VISION REIMBURSEMENT ACCOUNT

I
INTRODUCTION

City of Ketchum has amended your Health Reimbursement Account Plan as of January 1, 2015.

This is merely a summary of the most important changes to the Plan. It is presented to you as an addition to the Summary Plan Description. If you have any questions, contact the Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II
SUMMARY OF CHANGES

Benefit

All Contributions will be pro-rated based on the Participant's eligibility date to join the plan.

**HEALTH REIMBURSEMENT ARRANGEMENT
CITY OF KETCHUM VISION**

BASIC PLAN DOCUMENT

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HEALTH REIMBURSEMENT ARRANGEMENT

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the individual(s) or committee appointed by the Employer to carry out the administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.
- 1.2 "Affiliated Employer" means any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3 "Affordable Care Act" means the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, and as further amended by the Department of Defense and Full-Year Continuing Appropriations Act, 2011.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.5 "Coverage Period" or "Plan Year" means the 12-month period commencing on January 1st and ending on December 31st.
- 1.6 "Dependent" means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). Any child of a Participant who is an "alternate recipient" under a qualified medical child support order under ERISA Section 609 shall be considered a Dependent under this Arrangement.

Notwithstanding anything in the Plan to the contrary, Qualifying Medical Expenses incurred by a Participant's child prior to the end of the calendar year in which the child attains age 26 may be reimbursed under the Plan. A Participant's child includes his natural child, and adopted child, or a child placed with the Employee for adoption. It may also include step children and/or foster children if elected on the Adoption Agreement. A Participant's child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person.

The phrase "placed for adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 1.7 "Effective Date" of the Plan means June 1, 2005. The effective date of this amendment and restatement is January 1, 2015.

- 1.8** "Eligible Employee" means any Eligible Employee as stated in Section 2.1 and as provided herein. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as "Eligible Employees" prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

However, a self-employed individual as defined under Code Section 401(c) or a 2-percent shareholder as defined under Code Section 1372(b) shall not be eligible to participate in this Plan.

- 1.9** "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code Section 414(n) or (o).
- 1.10** "Employer" means City of Ketchum any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.
- 1.11** "Employer Contribution" means the amounts contributed to the Plan by the Employer.
- 1.12** "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.13** "Leased Employee" means, effective with respect to Plan Years beginning on or after January 1, 1997, any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include Compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but for Plan Years beginning prior to January 1, 1998, including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B), 403(b), or for Plan Years beginning on or after January 1, 2001 (or as of a date, no earlier than January 1, 1998, as specified in Section 1.6 of the Plan), 132(f)(4), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's non-highly compensated workforce.

- 1.14** "Participant" means any Eligible Employee who has satisfied the requirements of Section 2.1 and has not for any reason become ineligible to participate further in the Plan.
- 1.15** "Plan" means City of Ketchum Vision HRA Plan as set forth herein adopted by the Employer, including all amendments thereto. "Plan" means the "Health Reimbursement Arrangement."

- 1.16** "Premiums" mean the Participant's cost for any health plan coverage.
- 1.17** "Qualifying Health Plan" means coverage which does not consist solely of "excepted benefits" as described in 26 C.F.R. § 54.9831-1(c)(3) which is a group health plan which is not sponsored by the Employer which provides "minimum value" pursuant to Code section 36B(c)(2)(C)(ii) for which the Plan has received an attestation signed by an Employee certifying coverage under the group health plan.
- 1.18** "Qualifying Medical Expenses" means any expense eligible for reimbursement under the Health Reimbursement Arrangement which would qualify as a "medical expense" (within the meaning of Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder) of the Participant, the Participant's spouse or a Dependent and not otherwise used by the Participant as a deduction in determining the Participant's tax liability under the Code or reimbursed under any other health coverage, including a health Flexible Spending Account. Qualifying Medical Expenses covered by this Plan are limited to 100% of vision exams, 80% of vision materials, and 100% of Lasik surgery after the co-pays have been met. A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" as defined in Code Section 106(f). Furthermore, a Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c). If the Employer provides Health Savings Accounts for Participants, Qualifying Medical Expenses reimbursed shall be limited to those allowed under Code Section 223. "Incurred" means when the Participant is provided with the medical care that gives rise to the Qualifying Medical Expense and not when the Participant formally billed or charged for, or pays for, the medical care.

ARTICLE II PARTICIPATION

2.1 Eligibility

Any Eligible Employee will be eligible to participate in the Health Reimbursement Arrangement upon satisfaction of the following: (a) Date of Hire (No service required); (b) Employee is scheduled to work at least 30 hours per week; and (c) Employee is currently enrolled in the Employer's group health plan, Qualifying Health Plan unless the Health Reimbursement Arrangement will benefit not more than one Employee. The following Employees are excluded: Non-resident aliens; Leased Employees.

2.2 Effective Date of Participation

An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 2.1 shall become a Participant effective as of the first day of the month coinciding with or following the date on which such requirements are satisfied.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

2.3 Termination of Participation

This Section shall be applied and administered consistent with any rights a Participant and the Participant's Dependents may be entitled to pursuant to Code Section 4980B, Section 7.13 of the Plan. A former Participant has 60 days following termination of participation to file claims for services performed prior to this date. In the case of the death of the Participant, any remaining balances may only be paid out as reimbursements for Qualifying Medical Expenses and shall not constitute a death benefit to the Participant's estate and/or the Participant's beneficiaries.

2.4 Opt-out and Waiver

A Participant under the Plan is permitted to permanently opt out of and waive future reimbursements from the HRA at least annually and upon termination of employment.

ARTICLE III BENEFITS

3.1 Establishment of Plan

- (a) This Health Reimbursement Arrangement is intended to qualify as a Health Reimbursement Arrangement under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder.
- (b) Beginning with the plan year which begins on or after January 1, 2014, to the extent that this Health Reimbursement Arrangement ("HRA") does not constitute an "excepted benefit" as described in 26 C.F.R. § 54.9831-1(c)(3)(v); or according to its terms may be used to reimburse essential health benefits as defined in § 1302(b) of the Affordable Care Act; this Plan is intended by the Employer to constitute an "integrated" HRA as that term is used in the Affordable Care Act and regulatory guidance issued thereunder ("ACA").
- (c) The Employer maintains a group health plan which does not consist solely of "excepted benefits" as described in 26 C.F.R. § 54.9831-1(c)(3) which provides "minimum value" pursuant to Code section 36B(c)(2)(C)(ii).
- (d) The Employer does maintain a Health Flexible Spending Account and/or Cafeteria Plan. Participants in this Health Reimbursement Arrangement may submit claims for the reimbursement of Qualifying Medical Expenses for services that were incurred during the Coverage Period. The HRA Plan will reimburse you in conjunction with the Cafeteria Plan, if applicable. Separate accounts are held for the HRA and Cafeteria Plan. The funds from the HRA and Cafeteria plan will not be co-mingled.
- (e) The Employer shall make available to each Participant an Employer Contribution for the reimbursement of Qualifying Medical Expenses. The Employee must pay the \$20 co-pay for vision exams, the \$35 co-pay for vision materials and the \$50 co-pay for Lasik surgery. The Employee will then be reimbursed 100% for vision exams, 80% for vision materials, and 100% for Lasik Surgery with the following annual Employer contributions:
 - (a) \$300 per year per single Participant
 - (b) \$300 per year per each Participant and 1 Dependent up to \$600; and
 - (c) \$300 per year per each Participant and Family up to \$900.

All Contributions will be pro-rated based on the Participant's eligibility date to join the plan.

No salary reductions may be made to this Health Reimbursement Arrangement.

- (f) This Plan shall not be coordinated or otherwise connected to the Employer's cafeteria plan (as defined in Code Section 125), except as permitted by the Code and the Treasury regulations thereunder, to the extent necessary to maintain this Plan as a Health Reimbursement Arrangement.

3.2 Nondiscrimination Requirements

- (a) It is the intent of this Health Reimbursement Arrangement not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) If the Administrator deems it necessary to avoid discrimination under this Health Reimbursement Arrangement, it may, but shall not be required to reduce benefits provided to "highly compensated individuals" (as defined in Code Section 105(h)) in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

3.3 Health Reimbursement Arrangement Claims

- (a) The Administrator shall direct the reimbursement to each eligible Participant for all Qualifying Medical Expenses. All Qualifying Medical Expenses eligible for reimbursement pursuant to Section 3.1(b) shall be reimbursed during the Coverage Period, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Qualifying Medical Expenses were incurred during a Coverage Period. Claims must include receipts or documentation that the expense being incurred is eligible for reimbursement, in order to claim reimbursement. Expenses may be reimbursed up to 90 days after the end of the Coverage Period; and Section 3.3(c) below. However, a Participant may not submit claims incurred prior to beginning participation in the Plan and/or the Effective Date of the Plan, whichever is earlier.
- (b) Notwithstanding the foregoing, Qualifying Medical Expenses shall not be reimbursable under this Plan if eligible for reimbursement and claimed under the Employer's Health Flexible Spending Account or Health Savings Account, if applicable.
- (c) Claims for the reimbursement of Qualifying Medical Expenses incurred in any Coverage Period shall be paid as soon after a claim has been filed as is administratively practicable. However, if a Participant fails to submit a claim within 90 days immediately following the end of the Coverage Period, those Medical Expense claims shall not be considered for reimbursement by the Administrator.
- (d) Reimbursement payments under this Plan shall be made directly to the Participant.
- (e) If the maximum amount available for reimbursement for a Coverage Period is not utilized in its entirety, such remainder shall be carried forward to the next Coverage Period. However, the maximum accumulation limit for a Coverage Period is:
 - (a) \$700 for single Participants;
 - (b) \$1,400 for Participant and 1 Dependent; and
 - (c) \$2,100 for Participant and Family .

**ARTICLE IV
ERISA PROVISIONS**

4.1 Claim for Benefits

Any claim for Benefits shall be made to the Administrator. The following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the claim determination;
- (2) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

4.2 Named Fiduciary

The “named Fiduciaries” of this Plan are (1) the Employer and (2) the Administrator. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan including, but not limited to, any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. In general, the Employer shall have the sole responsibility for providing benefits under the Plan; and shall have the sole authority to appoint and remove the Administrator; and to amend the provisions of the Plan or terminate, in whole or in part, the Plan. The Administrator shall have the sole responsibility for the administration of the Plan, which responsibility is specifically described in the Plan. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan. Any person or group may serve in more than one Fiduciary capacity.

4.3 General Fiduciary Responsibilities

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- (a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

4.4 Nonassignability of Rights

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

ARTICLE V ADMINISTRATION

5.1 Plan Administration

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To limit benefits for certain highly compensated individuals if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To approve reimbursement requests and to authorize the payment of benefits; and
- (f) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.
- (g) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 105(h) and the Treasury regulations thereunder.

5.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

5.3 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as

Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VI AMENDMENT OR TERMINATION OF PLAN

6.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant.

6.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further reimbursements shall be made.

ARTICLE VII MISCELLANEOUS

7.1 Plan Interpretation

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 7.11.

7.2 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 105 and any Treasury regulations thereunder.

7.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

7.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

7.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

7.7 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

7.8 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Medical Expense such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

7.9 Funding

Unless otherwise required by law, amounts made available by the Employer need not be placed in trust, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

7.10 Governing Law

This Plan and Trust shall be construed and enforced according to the Code, ERISA, and the laws of the state or commonwealth in which the Employer's principal office is located, other than its laws respecting choice of law, to the extent not pre-empted by ERISA.

7.11 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

7.12 Headings

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

7.13 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each qualified beneficiary (as defined in Code Section 4980B) will be entitled to continuation coverage as prescribed in Code Section 4980B.

7.14 Family and Medical Leave Act

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

7.15 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

7.16 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations thereunder.

7.17 HIPAA Privacy Standards

- (a) If this Plan is subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- (b) The Plan shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (c) Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- (d) The Plan shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

- (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
 - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

- (e) The Employer must provide certification to the Plan that it agrees to:
 - (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

7.18 HIPAA Electronic Security Standards

If this Plan is subject to the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), then this Section shall apply as follows:

- (a) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 7.17.
- (d) The Plan shall not disclose Protected Health Information to any member of Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (e) Protected Health Information disclosed to members of Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care.
- (f) The Plan shall disclose Protected Health Information only to members of the Employer's workforce, who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health

Information only to the extent necessary to perform his or her duties with respect to the Plan.

- (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
 - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (g) The Employer must provide certification to the Plan that it agrees to:
 - (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

7.19 Mental Health Parity And Addiction Equity Act (USERRA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addition Equity Act and ERISA Section 712.

7.20 Genetic Information Nondiscrimination Act (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

7.21 Women's Health and Cancer Rights Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

7.22 Newborn's and Mothers' Health Protection Act

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this HRA Plan document is hereby executed this _____ day of _____.

City of Ketchum (Vision HRA Plan)

By _____

Title: _____

Date: _____



City of Ketchum

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

January 5, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Approve A Revised Budget Format For FY 2015-16 and Discuss the Proposed Budget Schedule

Introduction/History

In an effort to make the budget easier to understand and more transparent, staff is proposing to modify the budget presentation format. The attached documents are a sample of the proposed new format.

Current Report

The proposed format is similar to that used in FY 08-09. The Planning and Building Department was the department selected as the sample because it is totally funded by the General Fund. The proposed budget reflects all revenue and expenditures from the General Fund. The format will highlight program changes from one year to the next in addition to staffing levels.

Council has expressed interest in conducting a budget retreat. As an alternative, staff is proposing a workshop format to occur over the course of three meetings. The first workshop would occur February 2, at 4:00 pm, before the regularly scheduled Council meeting. The following outlines the proposed schedule and topics for budget preparation and adoption.

- | | |
|---------------------------------|---|
| February 2, 2015, 4:00-5:30 pm: | Presentation by City Departments on responsibilities and initiatives for FY 2015/16. Discussion with Council. |
| March 2, 2015, 4:00-5:30 pm: | Presentation by NGO's on request for funding in FY 2015/16 and specific deliverables associated with requested funding. Discussion with Council. |
| April 6, 2015, 4:00-5:30 pm: | Presentation by City Boards and Commission and Mountain Rides on request for funding in FY 2015/16 and specific work priorities associated with requested funding. Discussion with Council. |

April 20, 2015, 5:30 pm	Opportunity for public to provide input to Council on budget priorities. Discussion with Council
May 4, 2015, 5:30 pm	Council discussion of budget priorities
July 6, 2015, 5:30 pm July 20, 2015, 5:30 pm	Presentation and discussion of Proposed Budget
August 3, 2015, 4:00 pm	Adoption of Budget Resolution and first reading of appropriation ordinance
August 17, 2015, 5:30 pm	Second reading of appropriation ordinance
August 24, 2015, special meeting	Third reading of appropriation ordinance

Financial Requirement/Impact

There is no financial impact to this recommendation.

Recommendation

Staff recommends the Council approve the proposed format and schedule for the FY 2015-16 budget.

Recommended Motion

I move approval of the proposed budget format and schedule for FY 2015-16.

Sincerely,

Suzanne Frick
City Administrator



Planning and Building

FY 2015-16 Recommended Budget

The Planning and Building Department is responsible for both long term (comprehensive) and current planning functions. The Planning and Building Department administers the Zoning Code, Subdivision Code, Building Codes and coordinates reviews from other City Departments. The Planning and Building Department provides staff support to the Planning Commission and City Council.

**FY 15-16 BUDGET
HIGHLIGHTS
Planning and Building Dept**

HIGHLIGHTS:

The Planning and Building Department will be focused on great things for Ketchum

PERSONNEL:

No new staff.

CAPITAL EQUIPMENT, FURNITURE AND

This will be filled in depending on recommendations

REVENUE ACTUAL 2014-15	REVENUE BUDGET 2014-15	REVENUE PROJECTED 2014-15	REVENUE RECOMMENDED 2015-16	\$\$ CHANGE	% CHANGE
				\$ -	

EXPENSE ACTUAL 2014-15	EXPENSE BUDGET 2014-15	EXPENSE PROJECTED 2014-15	EXPENSE RECOMMENDED 2015-16	\$\$ CHANGE	% CHANGE
				\$ -	

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ACTUAL 2014-2015	PROJ. BUDGET 2014-2015	BUDGET 2015-2016
<u>PLANNING & BUILDING</u>						
PERSONAL SERVICES:						
01-4170-1000 SALARIES	305,172	335,145	326,902	61,329	0	0
01-4170-1200 PLANNING & ZONING COMMISSION	19,350	18,300	21,000	3,750	0	0
01-4170-1500 PART-TIME WAGES-INTERN	3,745	0	0	0	0	0
01-4170-1900 OVERTIME	196	33	4,952	380	0	0
01-4170-2100 FICA TAXES-CITY	24,228	26,807	26,993	5,563	0	0
01-4170-2200 STATE RETIREMENT-CITY	34,309	33,640	40,649	7,435	0	0
01-4170-2400 WORKMEN'S COMPENSATION-CITY	3,776	5,008	5,285	1,102	0	0
01-4170-2500 HEALTH INSURANCE-CITY	69,578	69,378	113,682	19,122	0	0
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)	9,802	8,724	4,397	521	0	0
01-4170-2510 DENTAL INSURANCE-CITY	2,406	2,411	3,557	527	0	0
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)	409	912	1,306	0	0	0
01-4170-2600 LONG TERM DISABILITY	1,306	1,131	1,407	229	0	0
01-4170-2700 VACATION/SICK ACCRUAL PAYOUT	0	7,148	5,889	8,967	0	0
01-4170-2710 VACATION/COMPENSATION PAYOUT	105	13	0	226	0	0
01-4170-2800 STATE UNEMPLOYMENT INSURANCE	0	0	1,001	0	0	0
TOTAL PERSONAL SERVICES	474,382	508,649	557,020	109,150	0	0
MATERIALS AND SERVICES:						
01-4170-3100 OFFICE SUPPLIES & POSTAGE	7,246	7,771	8,000	2,798	0	0
01-4170-3160 OFFICE SUPPLIES/POSTAGE-HOTEL	3,444	57	0	0	0	0
01-4170-3200 OPERATING SUPPLIES	566	706	0	1,488	0	0
01-4170-3600 COMPUTER SOFTWARE	1,693	434	1,500	0	0	0
01-4170-4200 PROFESSIONAL SERVICES	26,047	9,456	33,600	14,079	0	0
01-4170-4210 PROFESSIONAL SERVICES - IDBS	0	0	95,000	11,311	0	0
01-4170-4264 PROF SVC-BALD MOUNTAIN LODGE	7,980	0	0	150	0	0
01-4170-4266 PROFESSIONAL SERVICES-ECON DEV	49,114	16,903	0	0	0	0
01-4170-4267 PROFESSIONAL SVC-COMP PLAN	66,879	3,096	0	0	0	0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO	5,307	6,494	0	552	0	0
01-4170-4500 GEOGRAPHIC INFO SYSTEMS	14,232	16,773	15,000	4,056	0	0
01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH	1,155	828	2,700	350	0	0
01-4170-4860 DUES,SUBSCRIPTNS,MEMBRSP-HOTEL	500	250	0	0	0	0
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG	7,977	3,740	7,500	3,925	0	0
01-4170-4960 TRAINING/TRAVEL/MTG-HOTEL	2,860	1,183	0	0	0	0
01-4170-4970 TRAINING/TRAVEL/MTG-P&Z COMM	259	133	3,000	0	0	0
01-4170-5100 TELEPHONE & COMMUNICATIONS	461	198	0	0	0	0
01-4170-6510 EVENTS SPONSORSHIPS	30,000	48,650	0	5,000	0	0
01-4170-6910 OTHER PURCHASED SERVICES	537	2,242	1,000	0	0	0
TOTAL MATERIAL AND SERVICES	226,256	118,913	167,300	43,710	0	0
CAPITAL OUTLAY:						
01-4170-7400 OFFICE FURNITURE & EQUIPMENT	2,665	3,647	1,000	0	0	0
TOTAL CAPITAL OUTLAY	2,665	3,647	1,000	0	0	0
TOTAL PLANNING & BUILDING	703,303	631,210	725,320	152,860	0	0

Staffing Analysis (FY15/16)

Dept: Planning and Building Department



Position	Current 2014 - 15	Proposed 2015-16
Planning and Building Director	1	1
Senior Planner	2	2
Associate Planner	0	0
Assistant Planner	0	0
Planning Technician	1	1
Fire and Building Technician	0.6	0.6
TOTAL	<hr/> 4.6	<hr/> 4.6



**City of Ketchum
Planning & Building**

December 30, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Consideration re: Warfield Distillery and Ale House Right-of-Way Encroachment Permit Application & Agreement, January 5, 2015

- FILE NUMBER:** 14-126
- OWNER:** Casino, Inc. (has authorized this application by Alex Buck, who is under contract to purchase the property)
- REPRESENTATIVE:** Gretchen Wagner, scape design studio, architect
- REQUEST:** Right-of-Way (ROW) Encroachment Permit and Agreement for portions of the existing building that currently encroach into the right-of-ways on Sun Valley Road and Main Street. In addition, the applicant is seeking a right-of-way encroachment permit for new and replacement exterior lighting and new awnings that will also encroach into those right-of-ways.
- NOTICE:** Notice was published in the Idaho Mountain Express on December 24, 2014 and was mailed to adjacent properties on December 22, 2014.
- LOCATION:** Amended Lot 3A, Block 3, Ketchum Townsite (280 North Main Street)
- ZONING:** Community Core (CC), Subdistrict A, Retail Core
- ATTACHMENTS:**
- A. Right-of-Way Encroachment Agreement
 - B. Applicant's Submittal
 - Application, dated December 19, 2014
 - Site Encroachments Plan, Sheet L130, dated December 30, 2014
 - Existing Elevations, Sheet A210E, dated December 23, 2014
 - Proposed Elevations, Sheet A210, dated December 23, 2014
 - Existing Elevations, Sheet A220E, dated December 23, 2014
 - Proposed Elevations, Sheet A220, dated December 23, 2014
 - C. Photos
 - D. Public Comment – None to date

Introduction/History

The proposed project received Community Core Design Review approval on December 8, 2014, with Findings of Fact to be signed on January 12, 2015. Condition of approval #6 requires that, prior to issuance of a building permit, the applicant shall obtain a right-of-way encroachment permit for any existing structure or proposed improvements that extend into the City's right-of-way.

Current Report

The applicant is currently under contract to purchase the subject property. No agreement shall be fully executed until closing of said purchase.

The applicant is requesting a Right-of-Way (ROW) Encroachment Permit and Agreement for the following encroachments:

- The existing building encroaches 6" into the Main Street ROW, and the existing corbels extend about another foot into Main Street and Sun Valley Road ROWs.
- The proposed gooseneck signage lighting extends 1'-7" out from the building over the sidewalk and into the ROW, with a clearance below of about 12+ feet. The lighting above the Main Street entrance replaces the existing fixtures there. The proposed lighting above the Sun Valley Road entrance is new, but the existing lighting near the intersection with Main Street has been eliminated. The remainder of the exterior lighting consists of wall sconces that project almost 7" from the building into the ROW and, in general, replace existing fixtures.
- New awnings are proposed over each street side entry. These will project into the ROW 2'-11" on Main Street and 2'-4 1/2" on Sun Valley Road. Clearance below the awnings is a minimum of 8 feet. The awnings meet building code requirements.
- The projecting sign meets all requirements of the sign code for a sign projecting into a ROW and was approved through the Design Review process.

This proposal was routed to City Building, Fire, Street and Public Works Departments on December 22, 2014. Department representatives expressed no concerns about the proposed encroachments along Main Street or Sun Valley Road. The awnings will provide needed protection at the entrances, the lighting will provide code compliant exterior lighting of the sidewalks surrounding the building, and the existing encroachments do not pose a safety hazard. A proposed encroaching gooseneck fixture at the alley side of the building has been modified so that it does not encroach into the right-of-way and is, therefore, no longer part of this application.

It is staff's recommendation that the City Council approve this application for Right-of-Way Encroachment Permit Application and that the attached Right-of-Way Agreement be entered into by the City.

Financial Requirement/Impact

There is no financial requirement or impact associated with this agreement. A Right-of-Way Agreement is intended to help protect the City in the event that the proposed or existing improvements were ever to pose an issue for the City.

Recommendation

Staff respectfully recommends that the City Council:

- (1) Approves the Right-of-Way Encroachment Permit application; and
- (2) Authorizes the Mayor to sign the Right-of-Way Encroachment Agreement, upon closing of sale of the property, which officially executes the permit.

Recommended Motion

"I move to approve the proposed Right-of-Way Encroachment Permit application by Alex Buck and authorize the Mayor to sign a Right-of-Way Encroachment Agreement with said owner, upon closing of the sale of the property."

Sincerely,



Rebecca F. Bundy
Senior Planner

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

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2015, by and between ALEX BUCK, (collectively referred to as "Owner"), whose address is 1863 south Londoner Way, Boise, Idaho 83706, and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner is the owner of real property described as 280 North Main Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes a Right-of-Way Encroachment Permit for portions of the existing building that currently encroach into the right-of-ways on Sun Valley Road and Main Street. In addition, the applicant is seeking a Right-of-Way Encroachment Permit for new exterior lighting and awnings that will also encroach into those right-of-ways. Said proposed improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and

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

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to maintain the Improvements identified in Exhibit "A" within the public right-of-ways of Sun Valley Road and Main Street, located adjacent to the real property described as 280 North Main Street, Ketchum, Idaho, until notified by Ketchum to remove the same.
2. Owner shall be responsible for the maintenance of said Improvements.
3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and

against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

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

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

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

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

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

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other

representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

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

OWNER:

CITY OF KETCHUM:

By: _____
 Alex Buck

By: _____
 Nina Jonas
 Its: Mayor

ATTEST:

 Sandra E. Cady
 City Clerk

STATE OF _____,)
) ss.
 County of _____.

On this ____ day of _____, 2015, before me, the undersigned Notary Public in and for said State, personally appeared ALEX BUCK, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public for _____
 Residing at _____
 Commission expires _____

STATE OF IDAHO)

County of Blaine) ss.
)

On this ___ day of _____, 2015, before me, the undersigned Notary Public in and for said State, personally appeared NINA JONAS, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____

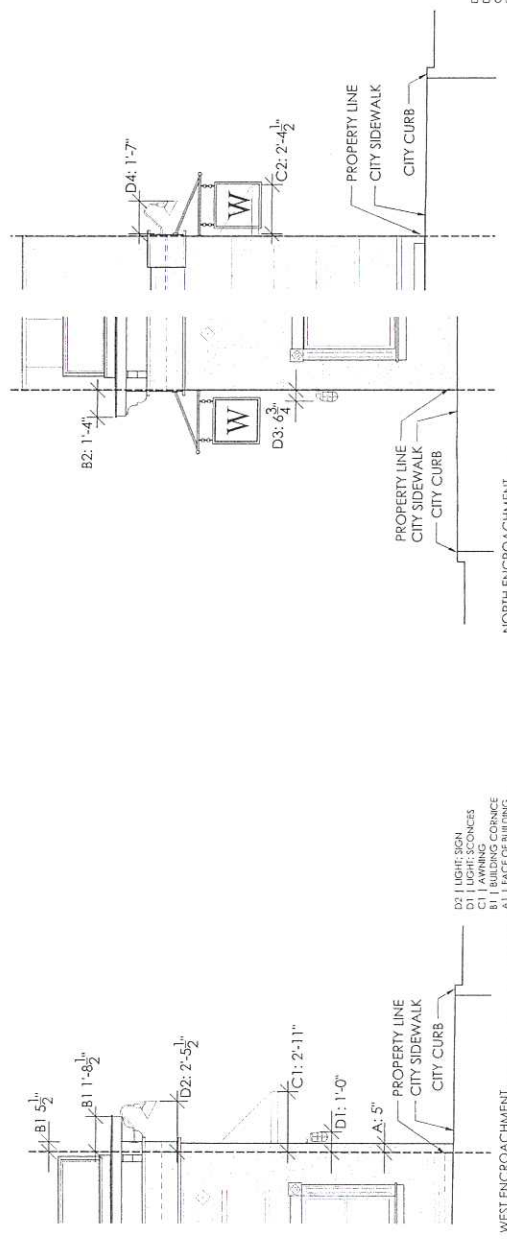
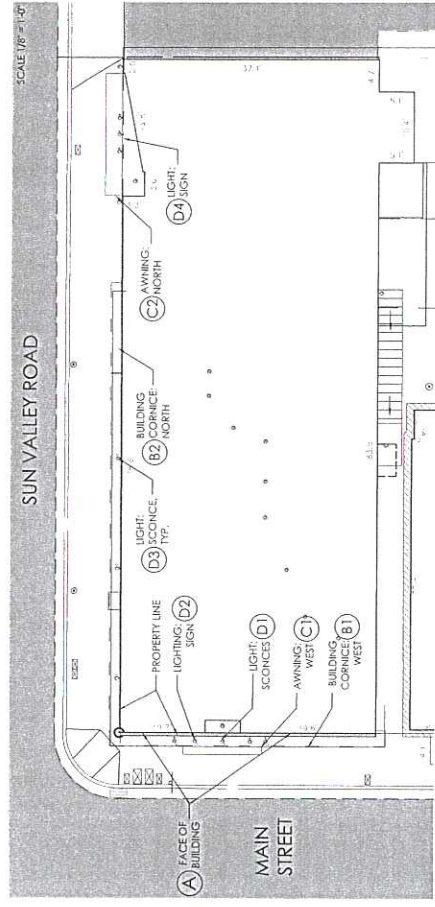
FILE	1/23/14
DESIGN REVIEW	1/21/14
REVISIONS	

WARFIELD
DISTILLERY
& ALE HOUSE
290 North Main Street
Ketchum, ID

CCG
C design studio
patrick v. wright
p.o. box 240
ketchum, id 83340
320 n first ave. suite 201
ketchum, id 83340
208 720 9711
patrick@ccgdesign.com
ccgdesignstudio.com

L130
Site Encroachments
Scale per drawing

NO.	ENCROACHMENT NAME	LOCATION	RIGHT-OF-WAY AFFECTED	TOTAL RIGHT-OF-WAY	ENCROACHMENT DIMENSIONS	REFERENCE IMAGE
A	FACE OF BUILDING	WEST	CITY SIDEWALK	7'-2"	0'-5"	INCH 11
B1	BUILDING CORNICE	WEST	CITY SIDEWALK	7'-8"	1'-4" AND 1'-8"	WEST
C1	AWNING	WEST	CITY SIDEWALK	7'-2"	2'-11"	NORTH
D1	LIGHT SCONES	WEST	CITY SIDEWALK	7'-2"	1'-0"	NORTH
D2	LIGHT SIGN	WEST	CITY SIDEWALK	7'-2"	2'-5"	NORTH
D3	LIGHT SCONES	EAST	CITY SIDEWALK	7'-8"	1'-0"	NORTH
D4	LIGHT SIGN	EAST	CITY SIDEWALK	7'-8"	1'-0" AND 3'-7"	WEST



- D3 | LIGHT SCONES
- D1 | LIGHT SCONES
- C1 | AWNING CORNICE
- A1 | FACE OF BUILDING

- D4 | LIGHT SIGN
- D3 | LIGHT SCONES
- C2 | AWNING
- B2 | BUILDING CORNICE

Attachment B:
Applicant's Submittal

- Application, dated December 19, 2014
- Site Encroachments Plan, Sheet L130, dated December 30, 2014
- Existing Elevations, Sheet A210E, dated December 23, 2014
- Proposed Elevations, Sheet A210, dated December 23, 2014
- Existing Elevations, Sheet A220E, dated December 23, 2014
- Proposed Elevations, Sheet A220, dated December 23, 2014

14-126

CITY OF KETCHUM RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Permit Fee: \$50.00
Date Paid:

Property Owner: Alex Buck, as authorized representative for Casino, Inc. Phone No. 208-860-6592 Casino, Inc 831-917-8653 Alex

Mailing Address: 1863 South Londoner Way, Boise, ID 83706

Property Street Address: 280 N Main Street, Ketchum, ID

Property Legal Description: Lot 3A, Block 3 of Ketchum Townsite: Block 3: Lots 2A and 3a, according to the official plat thereof, recorded as Instrument No. 611189, records of Blaine County, Idaho.

Encroachment(s) in Right-of-Way: (A) West face of building
(B) Cornices: west and north sides | (C) Awnings: west and north sides | (D) Lights: all

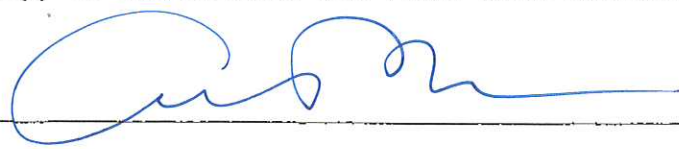
Name or Description of Right-of-Way Affected: (A) City sidewalk
(B) City sidewalk | (C) City sidewalk | (D) City sidewalk and alley

Width of Right-of-Way: See attached drawing

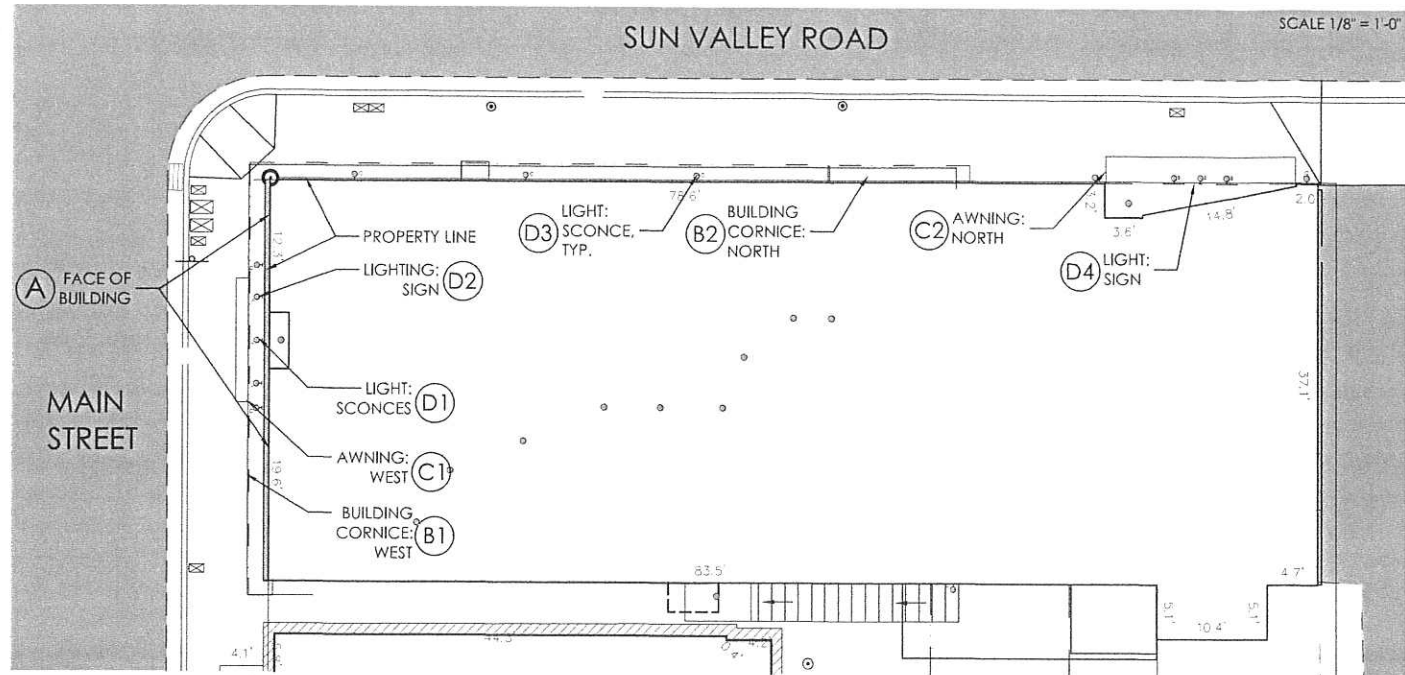
Dimensions of Right-of-Way Encroachment(s): See attached drawing

Distance of Encroachment from Existing Pavement: See attached drawing

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

Owner's Signature  Date: 12/30/14

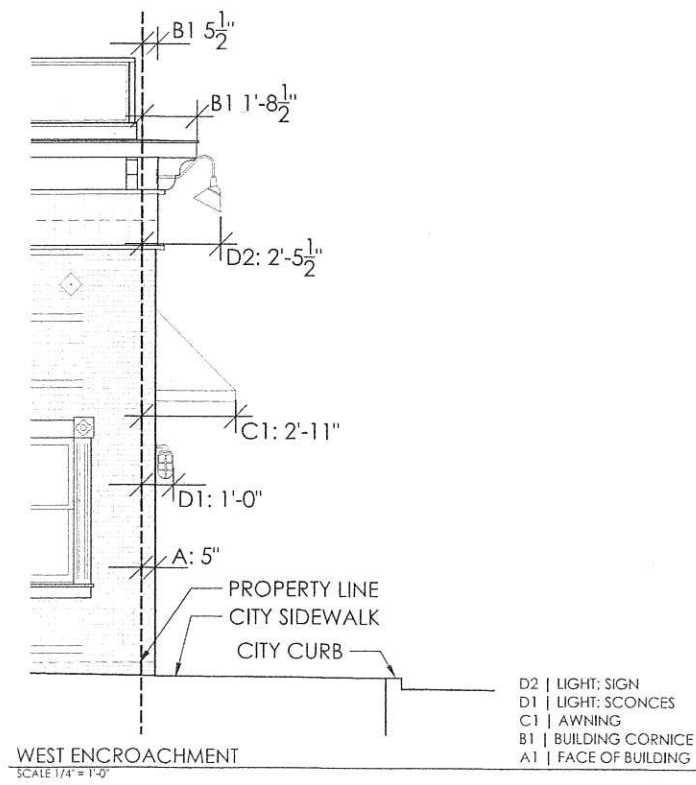
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12/19/14



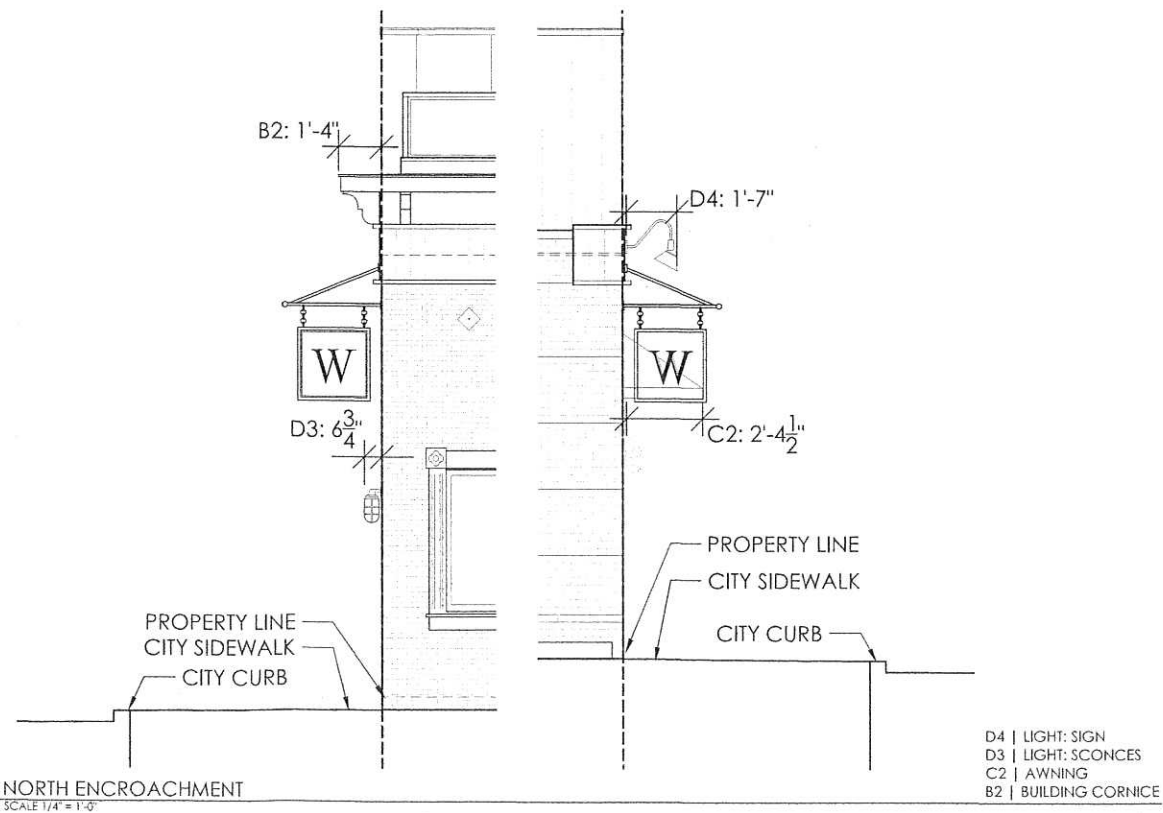
SCALE 1/8" = 1'-0"

ENCROACHMENT DETAILS

NO.	ENCROACHMENT NAME	LOCATION	RIGHT-OF-WAY AFFECTED	TOTAL RIGHT-OF-WAY	ENCROACHMENT DIMENSIONS	REFERENCE IMAGE
A	FACE OF BUILDING	WEST	CITY SIDEWALK	7'-7"	0'-5"	NORTH
B1	BUILDING CORNICE	WEST	CITY SIDEWALK	7'-7"	0'-6" AND 1'-8"	NORTH
B2	BUILDING CORNICE	NORTH	CITY SIDEWALK	7'-8"	1'-4"	WEST
C1	AWNING	WEST	CITY SIDEWALK	7'-7"	2'-11"	NORTH
C2	AWNING	NORTH	CITY SIDEWALK	7'-8"	2'-5"	WEST
D1	LIGHT SCONCES	WEST	CITY SIDEWALK	7'-7"	1'-0"	NORTH
D2	LIGHT SIGN	WEST	CITY SIDEWALK	7'-7"	2'-5"	NORTH
D3	LIGHT SCONCES	NORTH	CITY SIDEWALK	7'-8"	0'-5" AND 0'-7"	WEST
D4	LIGHT SIGN	NORTH	CITY SIDEWALK	7'-8"	1'-7"	WEST



D2 | LIGHT SIGN
D1 | LIGHT SCONCES
C1 | AWNING
B1 | BUILDING CORNICE
A1 | FACE OF BUILDING



D4 | LIGHT SIGN
D3 | LIGHT SCONCES
C2 | AWNING
B2 | BUILDING CORNICE

WARFIELD DISTILLERY & ALE HOUSE

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gretchen v. wagner

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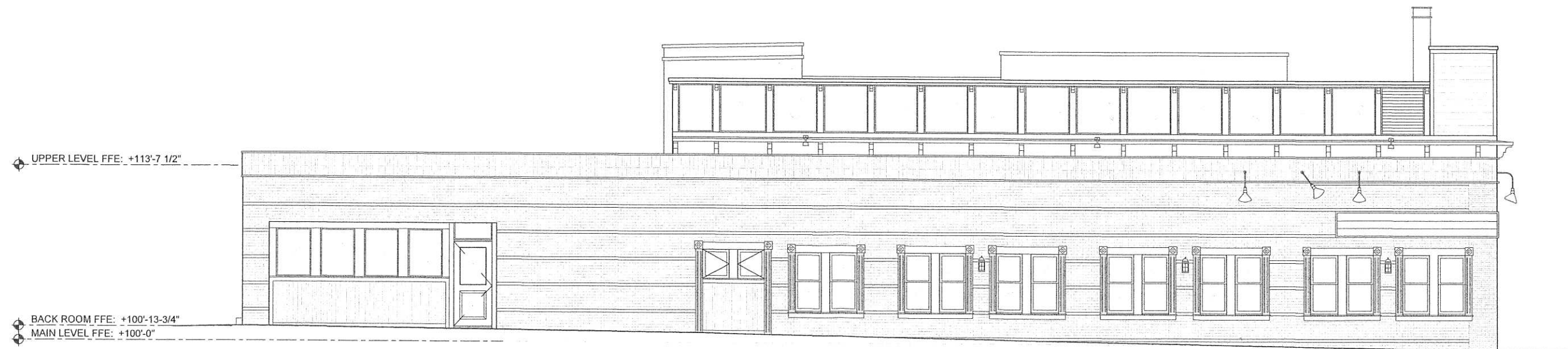
208.720.9714 t 208.622.7227 f gretchen@scapedesignstudio.com

L130

Site Encroachments scale per drawing



EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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PRELIMINARY :
NOT FOR CONSTRUCTION

WARFIELD
DISTILLERY
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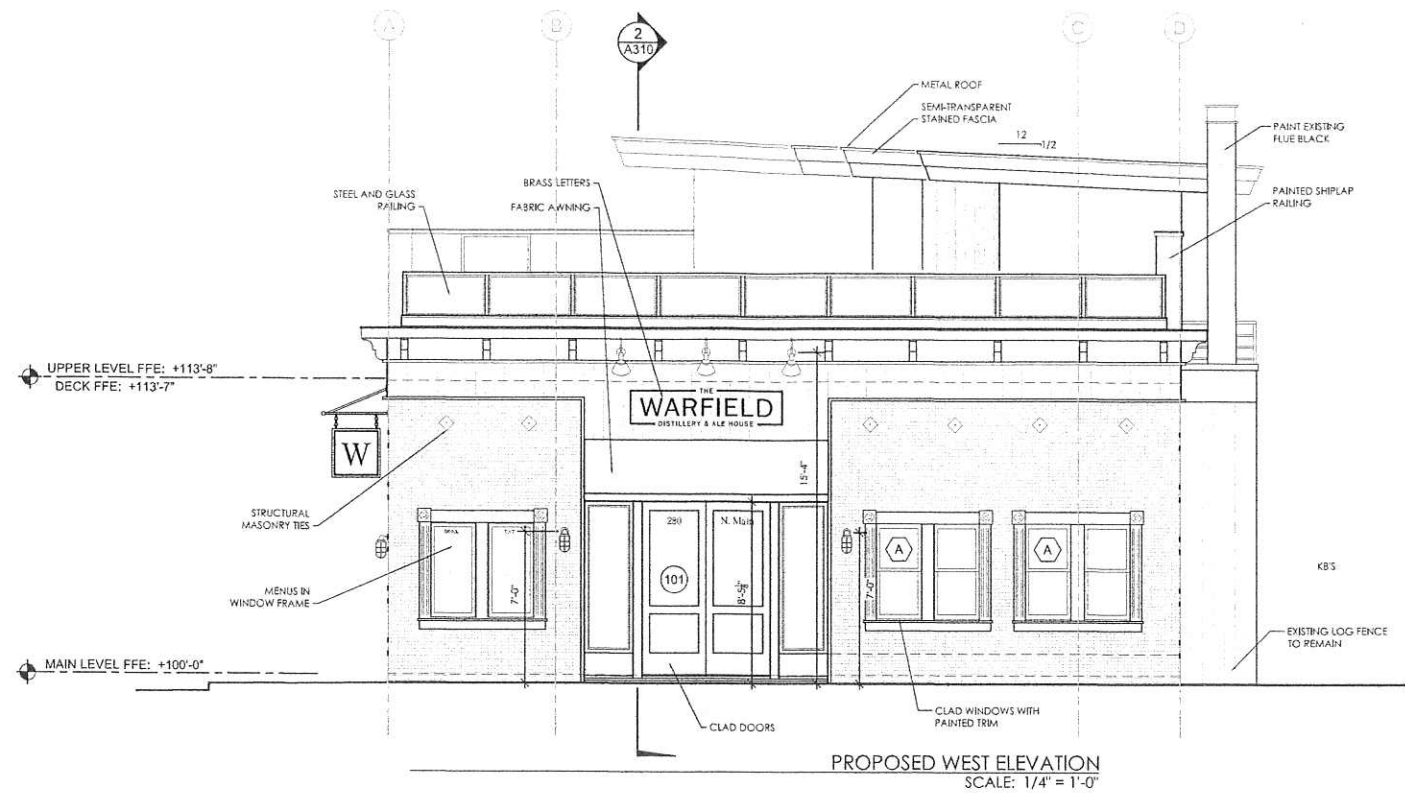
280 North Main Street
Ketchum, ID

SCAPE design studio

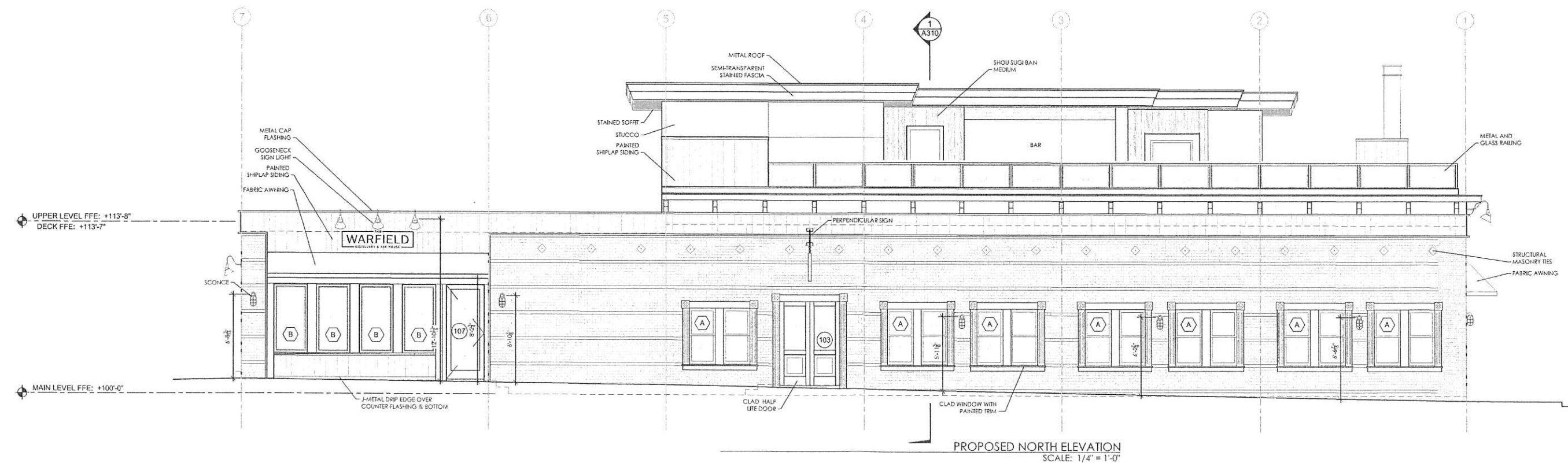
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208.622.7227 |
gretchen@
scapedesignstudio.com

A210E

Existing Elevations
1/4" = 1'-0"



PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



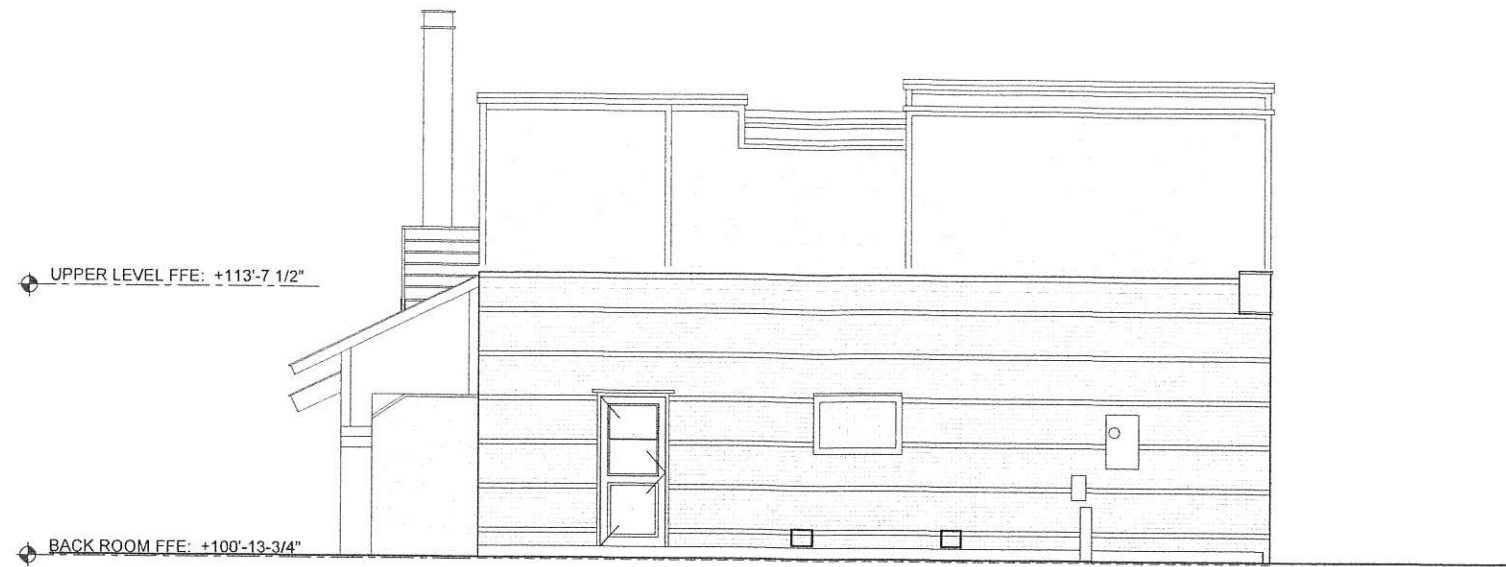
PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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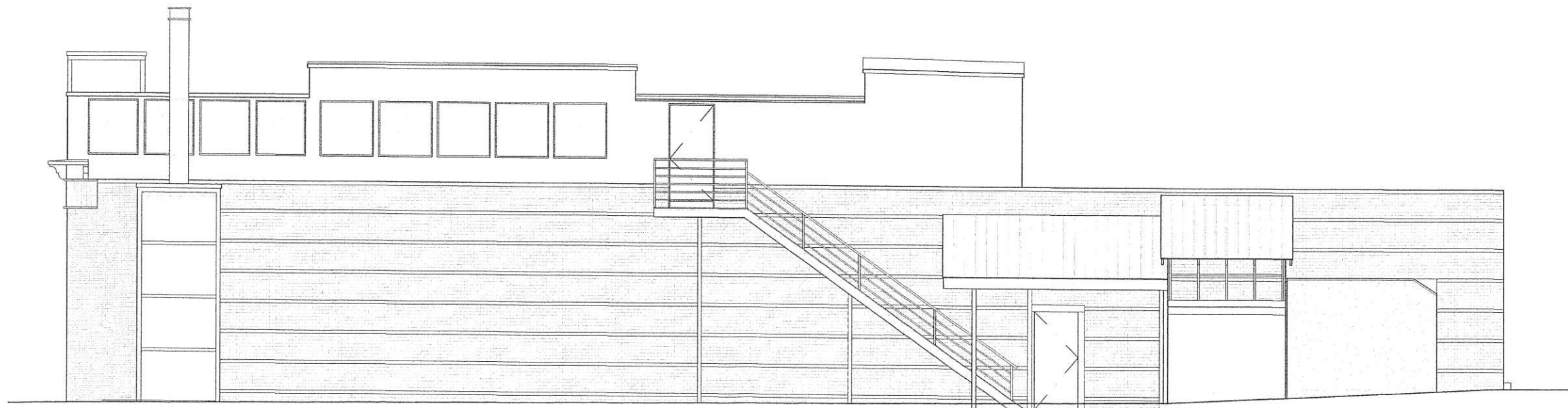
A210
Proposed Elevations
1/4"=1'-0"



UPPER LEVEL FFE: +113'-7 1/2"

BACK ROOM FFE: +100'-13 3/4"

EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



UPPER LEVEL FFE: +113'-7 1/2"

MAIN LEVEL FFE: +100'-0"

EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

PLOT DATE 112114

FILE

REVISIONS

DESIGN REVIEW	112114

PRELIMINARY :
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SCD@E

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A220E

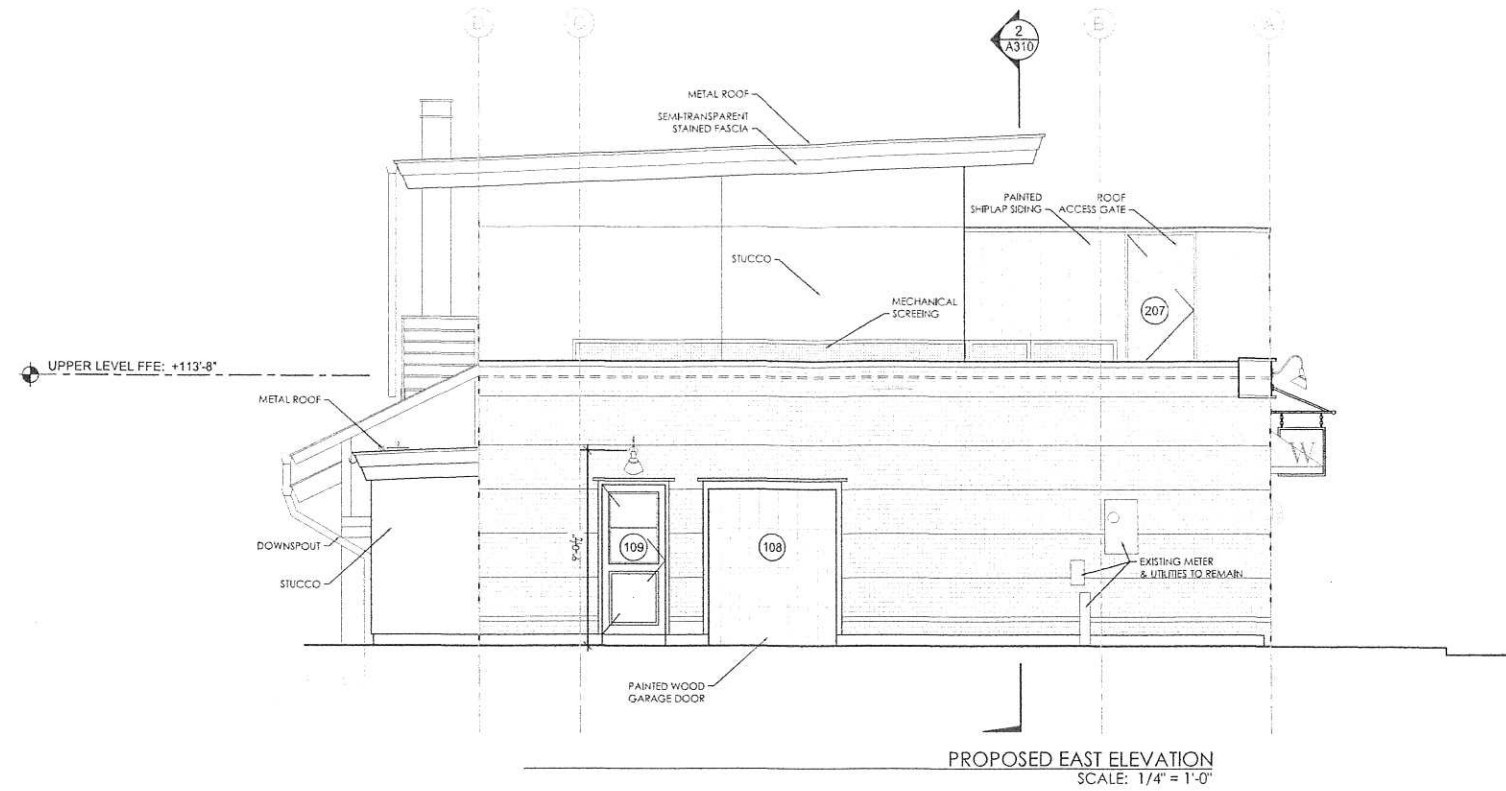
Existing Elevations
1/4" = 1'-0"

PLOT DATE 122314

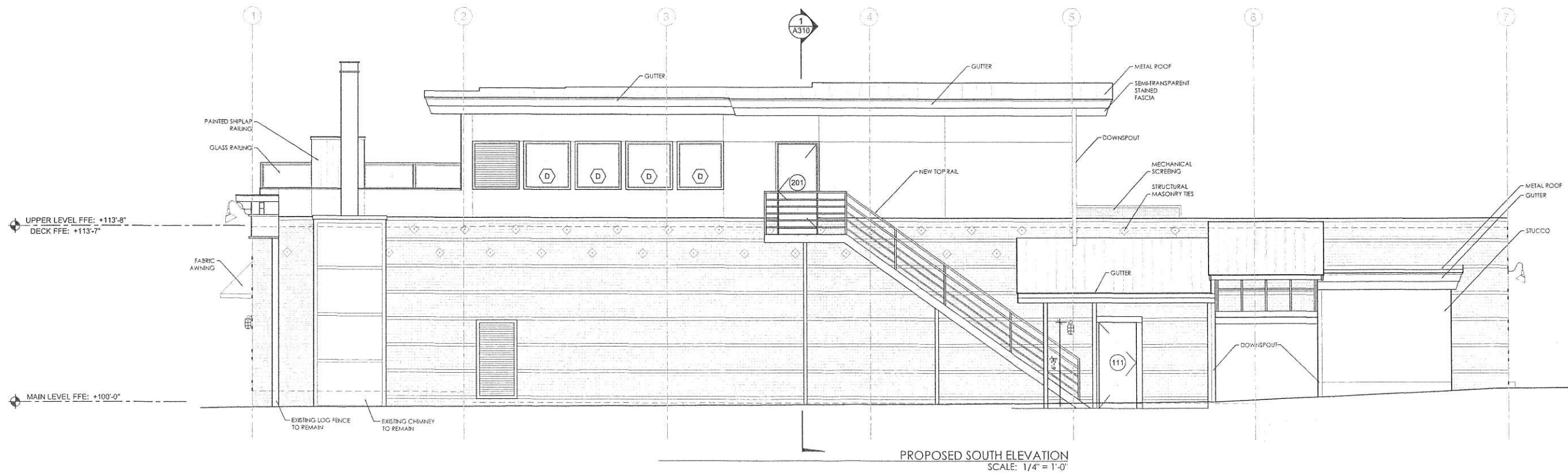
FILE

REVISIONS

DESIGN REVIEW 112114



PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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A220

Proposed Elevations
1/4"=1'-0"

**Attachment C:
Photos**



Attachment D:
Public Comment
None to date