



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, November 17, 2014, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
 - b. Communications from Council Liaisons: Baird Gourlay – Sun Valley Economic Development.
 - c. Appointments & Proclamations:
 - i. Appointment of Council Member to the Joint Board of the City of Ketchum and Blaine County Recreation District Joint Powers Authority.
3. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
4. PUBLIC HEARINGS.
 - a. Ketchum Cemetery District Right-of-Way Vacation Request – Rebecca Bundy, Senior Planner.
 - b. Wick Strasse Street Right-of-Way Vacation Petition – Rebecca Bundy, Senior Planner.
5. COMMUNICATIONS FROM STAFF.
 - a. Recommendation to Prepare Letter Supporting Snow Riders International Efforts Urging EPA to Adopt a Clean Power Plan – Suzanne Frick, City Administrator.
6. COMMUNICATIONS FROM THE PRESS.
7. CONSENT CALENDAR
 - a. Approval of minutes: November 3, 2014.
 - b. Recommendation to approve current bills and payroll summary.
 - c. Approval 2014-15 Liquor, Beer and Wine Licenses.
 - d. Jensen Security Agreement for Sidewalk Improvements on First Street.
 - e. Kith and Kin Security Agreement for Striping of an ADA Compliant Parking Space.
8. EXECUTIVE SESSION to discuss:
 - a. Personnel pursuant to Idaho Code §§67-2345 1(a) and (b).
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.

Like us on [Facebook](#) and follow us on [Twitter](#).

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

November 13, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

November 17, 2014 City Council Agenda Report

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

4. PUBLIC HEARINGS.

- a) Ketchum Cemetery District Right-of-Way Vacation Request – Rebecca Bundy, Senior Planner.

The Ketchum Cemetery District is requesting vacations of small portions of Tenth Street, Walnut Avenue and the alley behind Ketchum Townsite, Block 94. 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. Rebecca Bundy has provided a detailed staff report for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council:

- (1) Approves the Ketchum Cemetery District Right-of-way Vacation Request; and
- (2) Directs staff to prepare an ordinance to formalize the vacation request approval.

RECOMMENDED MOTION: *“I move to approve the Ketchum Cemetery District Right-of-way Vacation Request and to direct staff to prepare an ordinance to formalize the vacation request approval”*

- b) Wick Strasse Street Right-of-Way Vacation Petition – Rebecca Bundy, Senior Planner..

TBDBV, LLC BV, LLC – Dennis Hanggi, Glen H. Hamilton Trust is requesting to vacate the Wick Strasse Street right of way. Wick Strasse Street has been privately maintained in the past, and the Street Department would prefer not to maintain and perform snow removal on the dead end street in the future. In addition, the property contains a well, located on the lot line between Lots 4 and 6, that would be required to be abandoned upon application for building permits for those lots. The applicant should discuss with the Council the possibility of granting that water right to the City, which would be of benefit to the City. Rebecca Bundy has provided a detailed staff report in the packet for council review.

RECOMMENDATION:

- A. The Council may CONTINUE the public hearing to a date certain for gathering additional information and further deliberation;
- B. The Council may DENY the request for vacation of Wick Strasse Street and instead discuss terms of a land lease of Wick Strasse with the applicant; or
- C. The Council may make a motion to direct staff to develop an ordinance granting vacation of City right-of-way for Wick Strasse Street as shown in Attachment A, Exhibits A and B, subject to the following possible conditions:
 - 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.
 - 2. Prior to issuance of a building permit for any lot served by the currently named Wick Strasse Street, the applicant 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.
 - 3. Prior to issuance of a building permit for any lot served by the currently named Wick Strasse Street and/or abandonment of the well on Lot 1, 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.

RECOMMENDED MOTION:

- A. ***“I move to CONTINUE the Wick Strasse Street Right-of-way Vacation Petition to a date certain.”;***
- B. ***“I move to DENY the Wick Strasse Street Right-of-way Vacation Petition and to direct staff to develop a lease agreement for use of the Wick Strasse right-of-way per the terms discussed in this meeting.”; or***
- C. ***“I move to APPROVE the Wick Strasse Street Right-of-way Vacation Petition, subject to conditions 1 – 3, and to direct staff to prepare an ordinance to formalize the vacation request approval.”***

5. COMMUNICATIONS FROM STAFF.

- a) Recommendation to Prepare Letter Supporting Snow Riders International Efforts Urging EPA to Adopt a Clean Power Plan – Suzanne Frick, City Administrator.

Representatives of Snow Riders International are requesting the Mayor send a letter to the EPA urging finalization of the Clean Power Plan. The Plan would impose the first-ever federal limits on climate change pollution from power plants. Suzanne Frick has provided a staff report, the proposed letter and background material in the packet for council review.

RECOMMENDATION: Staff recommends the City Council authorize preparation of a letter urging EPA adoption of the Clean Power Plan.

RECOMMENDED MOTION: *“I move to support preparation of attached letter to the EPA.”*

7. CONSENT CALENDAR.

- a) Recommendation to approve minutes: November 3, 2014.

The November 3, 2014 minutes have been provided in the packet for council review.

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

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

- c) Approval of the 2014-15 Liquor, Beer and Wine Licenses.

A list of the 2014-15 Liquor, Beer and Wine Licenses have been included in the packet for council review.

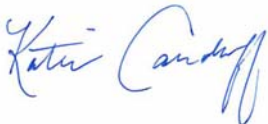
- d) Jensen Security Agreement for Sidewalk Improvements on First Street.

Rebecca Bundy has provided the agreement in the packet for council review.

- e) Kith and Kin Security Agreement for Striping of an ADA Compliant Parking Space.

Rebecca Bundy has provided the agreement in the packet for council review.

Sincerely,



Katie Carnduff
Administrative Clerk



City of Ketchum

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

November 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Public Hearing re: Ketchum Cemetery District Right-of-way Vacation Request

Introduction/History

The Ketchum Cemetery District is requesting vacations of small portions of Tenth Street, Walnut Avenue and the alley behind Ketchum Townsite, Block 94. See attached staff report for further background discussion.

Current Report

See attached staff report.

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. Construction and maintenance of those trails may have a small financial impact on the City.

Recommendation

Staff respectfully recommends that the City Council:

- (1) Approves the Ketchum Cemetery District Right-of-way Vacation Request; and
- (2) Directs staff to prepare an ordinance to formalize the vacation request approval.

Recommended Motion

"I move to approve the Ketchum Cemetery District Right-of-way Vacation Request and to direct staff to prepare an ordinance to formalize the vacation request approval."

Sincerely,

Rebecca F. Bundy
Senior Planner



**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF NOVEMBER 17, 2014**

- PROJECT:** Ketchum Cemetery District, Petition to Vacate City Rights of Way
- APPLICANT:** Ketchum Cemetery District, Peter Flood, President
- REPRESENTATIVE:** Garth McClure, Benchmark Associates
- REQUEST:** Request to vacate two portions of Tenth Street, a portion of Walnut Avenue and a small portion of the alley behind Ketchum Townsite, Block 94.
- NOTICE:** All requirements of notice have been met. Legal notice was published in the Mountain Express, a newspaper of general circulation, on October 29, 2014 and November 5, 2014. A notice of the public hearing regarding this matter was mailed by certified mail to property owners within 300 feet of the boundaries of the subject property on November 4, 2014.
- ZONING:** The subject areas proposed for vacation are located in several zone districts. These include the following: Recreation Use (RU), Limited Residential (LR), and Tourist 4000 (T-4000)
- REVIEWER:** Rebecca F. Bundy, Senior Planner
- EXHIBITS:**
- A. Preliminary Plat, Current Vacation Request, Benchmark Associates, dated August 27, 2014
 - B. Vacation Exhibit, Benchmark Associates, dated August 27, 2014
 - C. Application Form, dated July 22, 2013
 - D. Original Proposed Vacation Exhibit, Benchmark Associates, dated October 22, 2013
 - E. Trail Exhibit
 - F. Land Lease, dated September 20, 2004
 - G. Public Comments
 - Mary Ann Davidson, stamped "received" on November 10, 2014

BACKGROUND

1. The applicant is petitioning the City of Ketchum to vacate certain portions of rights of way for their use in implementing the long range plans of the Ketchum Cemetery District (the Cemetery). The purpose of the vacation request is noted in the application, **Exhibit C**. The land areas that are the subject of this request are shown on **Exhibit A**. These areas are all portions of City right-of-way and are generally of an unimproved nature with some portions presently in a maintained condition (primarily as lawn) by the Cemetery. Most of subject area is grass or sage-covered slope.
2. The Planning and Zoning conducted public hearings on this application on January 27, 2014, July 14, 2013 and August 25, 2014. Through that hearing process, the original vacation request (vacation of all of 10th Street to the northeast side of the cemetery property, all of the alley behind Block 94, half of Walnut Avenue to the southeast of the property and a portion of 10th Street to the south of the property) has been reduced to small portions of 10th Street and the alley to the northeast side of the cemetery property and small portions of Walnut Avenue to the southeast and 10th Street to the south of the property. These are areas currently maintained by the Cemetery. (See **Exhibit B**.)
3. The Cemetery is proposing to grant a five (5) foot wide pedestrian easement along the south side of the property to provide public access between the north end of Walnut Avenue and Highway 75. In addition, the Cemetery has agreed to dedicate a ten (10) foot wide public access easement across Lots 3 and 4, Block 94 for a primitive trail to connect the north end of Walnut Avenue with the existing trail that traverses the hillside. (That trail currently runs across Lots 1 and 2, Block 94, private property that is likely to develop in the future.) Dedication of said trail has been made a condition of approval. (See **Exhibit E**.)
4. In 2004, the City entered into a lease agreement, **Exhibit F**, with the Ketchum Cemetery District for the use of two townsite lots - Lots 7 and 8, Block 94, Ketchum Townsite. No change to the lease is proposed at this time.
5. City Staff finds the proposed areas, as modified through the process, for vacation acceptable with the conditions as proposed.

CONSIDERATIONS & RECOMMENDATION

1. City department staff have conducted site visits to the property, met with applicant representatives, and evaluated the value and potential purposes of the land proposed for vacation. Engaged in this review were representatives from the Fire Department, Streets Department, Utilities Department, and Parks and Recreation Department. This report reflects comments and concerns from those departments as well as those of the Planning and Building Department.

- The Public Works Director notes that there are utilities in the vicinity, none of which would be compromised if a vacation were approved. A 10 foot easement for an existing sewer line is shown on the plan and is found to be acceptable to the Public Works director. The final plat would need to show the easement and provide any plat note language necessary to convey the appropriate use and rights to the City of Ketchum.
 - Streets, Utilities and Planning staff feel that only a portion of the Walnut Avenue right of way is acceptable for vacation. Staff would like to see a majority of the originally proposed area remain in City ownership for the purposes of storm water management and access. The current request is acceptable to City staff.
 - Staff has no issue with vacating the low-lying portions of 10th Street and Walnut Ave that are currently mowed by the Cemetery or in sage (bottom of Walnut). The Commission felt comfortable with the vacation of 10th Street with a condition that an easement for public use be placed on a portion of the vacated area and on Lots 3 and 4, Block 94. (This area is shown in **Exhibit A.**)
 - All public rights of way and lands are entrusted to the City for the good of the community and should be evaluated with a long term perspective. Staff is supportive of the areas proposed, as modified through the process, for vacation. It would be helpful in deliberating any future vacation petitions to better understand the goals of the Ketchum Cemetery's master plan in evaluating such vacation.
 - A request had been made in the May 1, 2014 letter, requesting an amendment to the lease agreement with the city, but that request has been rescinded.
2. At their August 25, 2014 public hearing on this request, the Planning and Zoning Commission recommended approval of the vacation request, as modified through the process, to the City Council.

PROCESS AND CRITERIA FOR REVIEW

The Planning and Zoning Commission is a recommending body to the City Council on right of way vacations and has recommended approval of the current application, as modified through the process. The City Council will conduct a duly-noticed public hearing on the matter. Title 16, Subdivision Ordinance, Ketchum Municipal Code offers the following for Vacations and Dedications:

16.04.050: VACATIONS AND DEDICATIONS:

- A. *Application: Any property owner desiring to vacate an existing public street, alley or easement right of way, or desiring to dedicate a street or alley right of way shall file an application with the administrator. Upon receipt of the completed application and other information reasonably required by the administrator, the date of acceptance of the*

application shall be affixed on the application. Thereafter, such application shall be placed upon the commission agenda for consideration at a regular meeting of the commission, and the procedures followed for such vacations shall comply with Idaho Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.

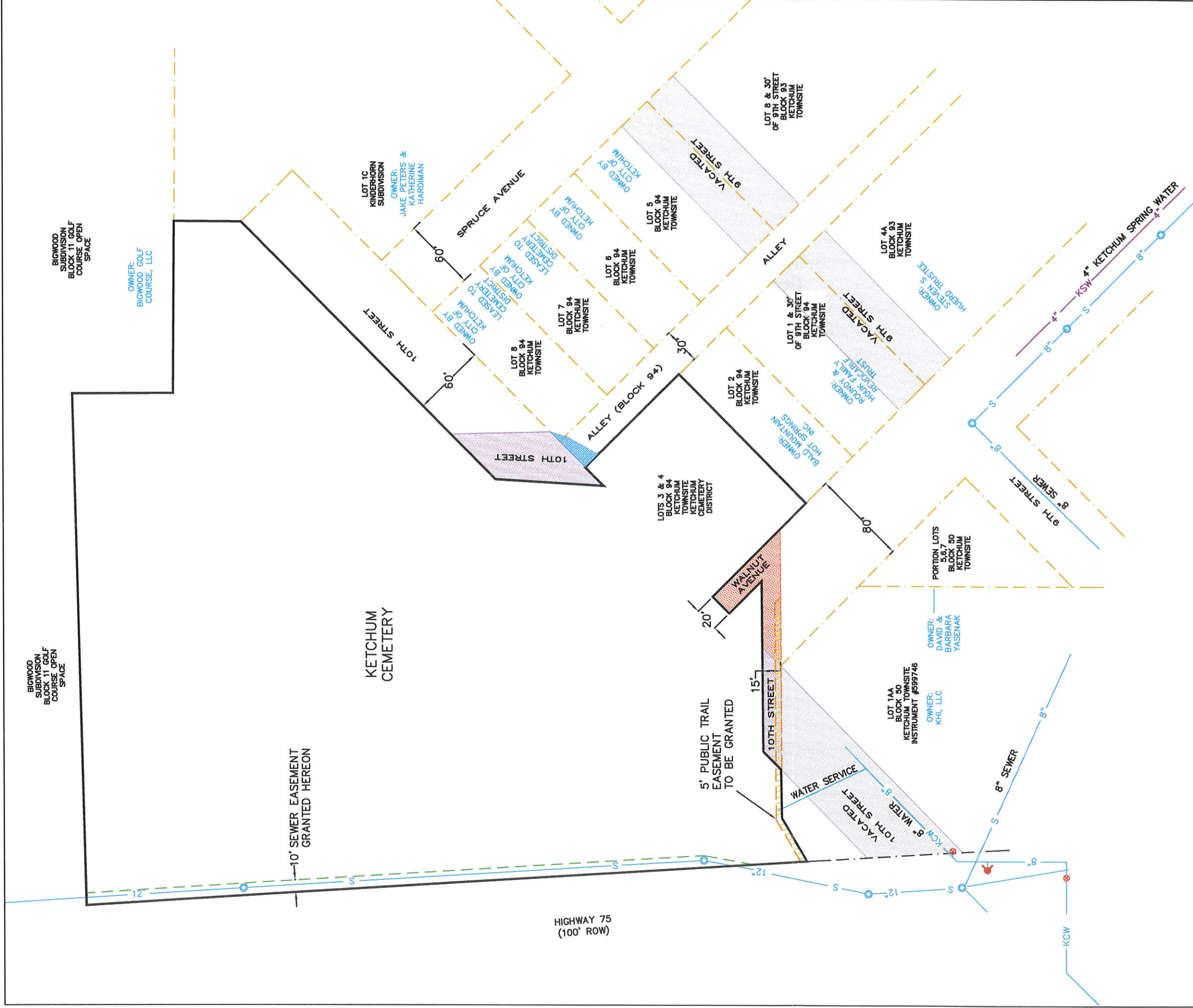
- B. Commission Action: The commission shall consider the application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication. The commission shall consider the interests of the adjacent property owners, public utilities, conformance of the proposal with the comprehensive plan and the future development of the neighborhood, and shall make its recommendations for accepting or rejecting such application. If dedication of a street is accepted, recommendations for improvements to be made prior to the acceptance shall be made by the commission.*
- C. Council Action: In considering an application for vacation of an existing street, alley or easement right of way, the council shall establish a date for public hearing and give such notice as required by law. The council shall hear and consider the public testimony, applicant testimony, recommendations of the commission, and any other information as may be brought before the council. Whenever the council vacates an existing public street, the city shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such vacation shall become effective upon delivery of such deed(s). When considering an application for dedication to the public of a street, alley or easement right of way, the council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication. To complete the acceptance of any dedication, the council shall accept same by resolution or by approval of a final subdivision plat.*
- D. Exemptions: The provisions of this section shall not apply to the widening of any street which is shown in the comprehensive plan or the dedication of non-vehicular easements to the city. (Ord. 316 § 5, 1979)*

Staff analysis:

1. The portions of the rights of way considered for vacation 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 streets, per I.C. 50-1321.
2. Portions of the rights of way considered for vacation have been used by the Cemetery District for mowed lawn and by the City for its sewer line. Such uses may continue after vacation occurs.
3. With the dedication of the public easements as recommended conditions of approval, the vacation is found to be in the public interest.

COUNCIL OPTIONS

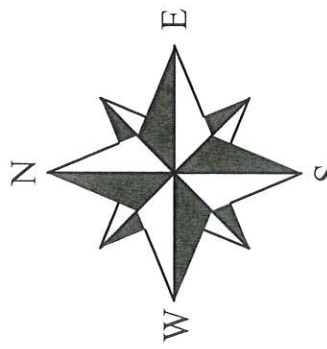
- A. The Council may **CONTINUE** the public hearing to a date certain for gathering additional information and further deliberation; or
- B. The Council may make a motion to direct staff to develop an ordinance granting vacation of City rights-of-way for only those portions of the Tenth Street, Block 94 alley and Walnut Avenue shown on **Exhibit A**, subject to the following conditions:
 - 1. That a final plat be submitted reflecting the resulting property line alterations to adjoining parcels, and meeting all other statutory and Ketchum code requirements for vacations.
 - 2. That the Cemetery be required to designate 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. No fence is allowed at this time. Such access easement would include a provision for the allowance of dogs. The area for this easement is as shown in **Exhibit A**.
 - 3. That the Cemetery be required to designate 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, and for future repair and replacement. Such easement may stipulate that, should the City alter the above ground of condition of the easement area for its purposes, that the City will return the land to its pre-work condition.
 - 4. The applicant shall provide the required quit claim deed(s) to the City for review and approval by the City Attorney prior to City's creation and approval of the ordinance formalizing the street vacation.



LEGEND

- TENTH STREET ROW TO BE VACATED
- WALNUT AVENUE ROW TO BE VACATED
- ALLEY ROW TO BE VACATED
- FORMERLY VACATED ROW'S
- PUBLIC TRAIL EASEMENT

- CEMETERY PROPERTY BOUNDARY
- ADJOINER
- EXISTING SEWER LINE
- 10' SEWER EASEMENT



SCALE: 1" = 80'

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
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IDAHO, 83340
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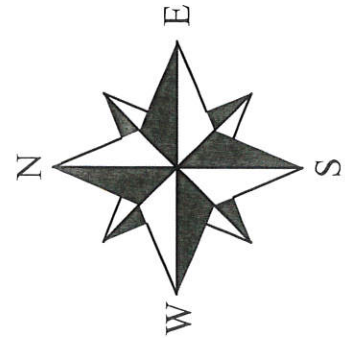


**KETCHUM CEMETERY DISTRICT
PRELIMINARY PLAT**

LOCATED WITHIN:
SEC. 17 & 18, T.4N., R.18E., AND SEC. 12 & 13, T.4N.,
R.17E., B.M., CITY OF KETCHUM, BLAINE CO., IDAHO

PREPARED FOR: KETCHUM CEMETERY DISTRICT	
VACATION EXHIBIT	DWG BY: JPG/CPL
PROJECT NO. 12262	DATE: 08/27/2014
12262 Street Vacation W&S	
SHEET 1 OF 2	

EXHIBIT A



SCALE: 1" = 80'



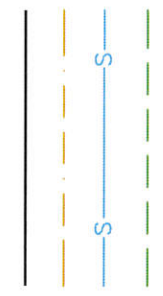
PREPARED BY: BENCHMARK ASSOCIATES, P.A.
 P.O. BOX 733 - 100 BELL DRIVE, KETCHUM,
 IDAHO, 83340
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LEGEND

- 10TH STREET ROW TO BE VACATED
- WALNUT AVENUE ROW TO BE VACATED
- ALLEY ROW TO BE VACATED
- FORMERLY VACATED ROW'S
- PUBLIC TRAIL EASEMENT



- CEMETERY PROPERTY BOUNDARY
- ADJOINER
- EXISTING SEWER LINE
- SEWER EASEMENT



**KETCHUM CEMETERY DISTRICT
 PROPOSED VACATION EXHIBIT
 10TH STREET & WALNUT STREET**

LOCATED WITHIN:
 SEC. 17 & 18, T.4N., R.18E., AND SEC. 12 & 13, T.4N.,
 R.17E., B.M., CITY OF KETCHUM, BLAINE CO., IDAHO

PREPARED FOR: KETCHUM CEMETERY DISTRICT

VACATION EXHIBIT	DWG BY: JPG/CPL	12262 Street Vacation Exhibit
PROJECT NO. 12262	DATE: 08/27/2014	SHEET 2 OF 2

EXHIBIT ←

13-080

PETITION FOR VACATION APPLICATION

Pursuant to Idaho Code 50-1306A, a petition to the Ketchum City Council is required when vacating a lot, tract, street, alley, road, highway, common area, plat, or part thereof in the City of Ketchum. Per said requirement, please complete items (1) through (5) below.

(1) APPLICANT INFORMATION:

<u>Owner</u>	<u>Representative</u>
Name: <u>Ketchum Cemetery District</u> <input type="checkbox"/>	<u>Benchmark Associates, PA</u> <input type="checkbox"/>
P.O. Box: <u>P.O. Box 224, Ketchum, ID 83340</u> <input type="checkbox"/>	<u>Box 733, 100 Bell Drive, Ketchum, ID 83340</u> <input type="checkbox"/>
Phone: <u>726-6011</u> <input type="checkbox"/>	<u>(208) 726-9512</u> <input type="checkbox"/>

(2) TYPE OF TRACT TO BE VACATED (including tract name and legal description of property to be vacated):

Street Right-of-Ways: _____

Portion of 10th Street _____

Portion of Walnut Avenue _____

Portion of alley within Block 94 - changed/withdrawn _____

(3) REASON FOR VACATION REQUEST - Please explain:

To accomodate future use of Ketchum Cemetery to meet the goals of the Cemetery Master Plan, including increasing the area for new plots, improving public circulation, constructing additional site amenities and landscaping.

See attached Cemetery District Master Plan.

(4) ADDITIONAL SUBMISSION REQUIREMENTS - Please submit the following additional items with this application:

- A. Three (3) copies of applicable map(s), e.g., area map and lot and parcel map, and site map.
- B. Title Report
- C. A copy of the CC&R's (if applicable)
- D. Written approval from all individuals having an interest in the property

(5) ACKNOWLEDGMENT:

The undersigned certifies that he/she is the owner or authorized representative of the land in question and that he/she has filled in this application to the best of his/her knowledge. The applicant agrees in the event of a dispute concerning the interpretation or enforcement of the petition for vacation in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum.

SIGNATURE OF APPLICANT: [Signature]

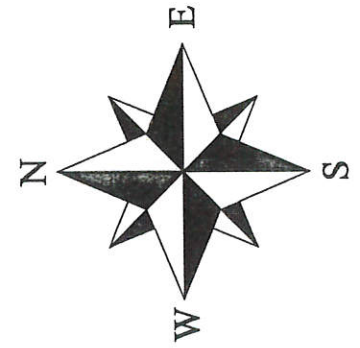
DATE: 7.22.13

RECEIVED
7/23/13



LEGEND

- 10TH STREET ROW TO BE VACATED
- ALLEY ROW TO BE VACATED
- WALNUT AVENUE ROW TO BE VACATED
- VACATED RIGHT-OF-WAYS
- CEMETERY PROPERTY BOUNDARY
- ADJOINER



SCALE: 1" = 80'

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
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**KETCHUM CEMETERY
 PROPOSED VACATION EXHIBIT**

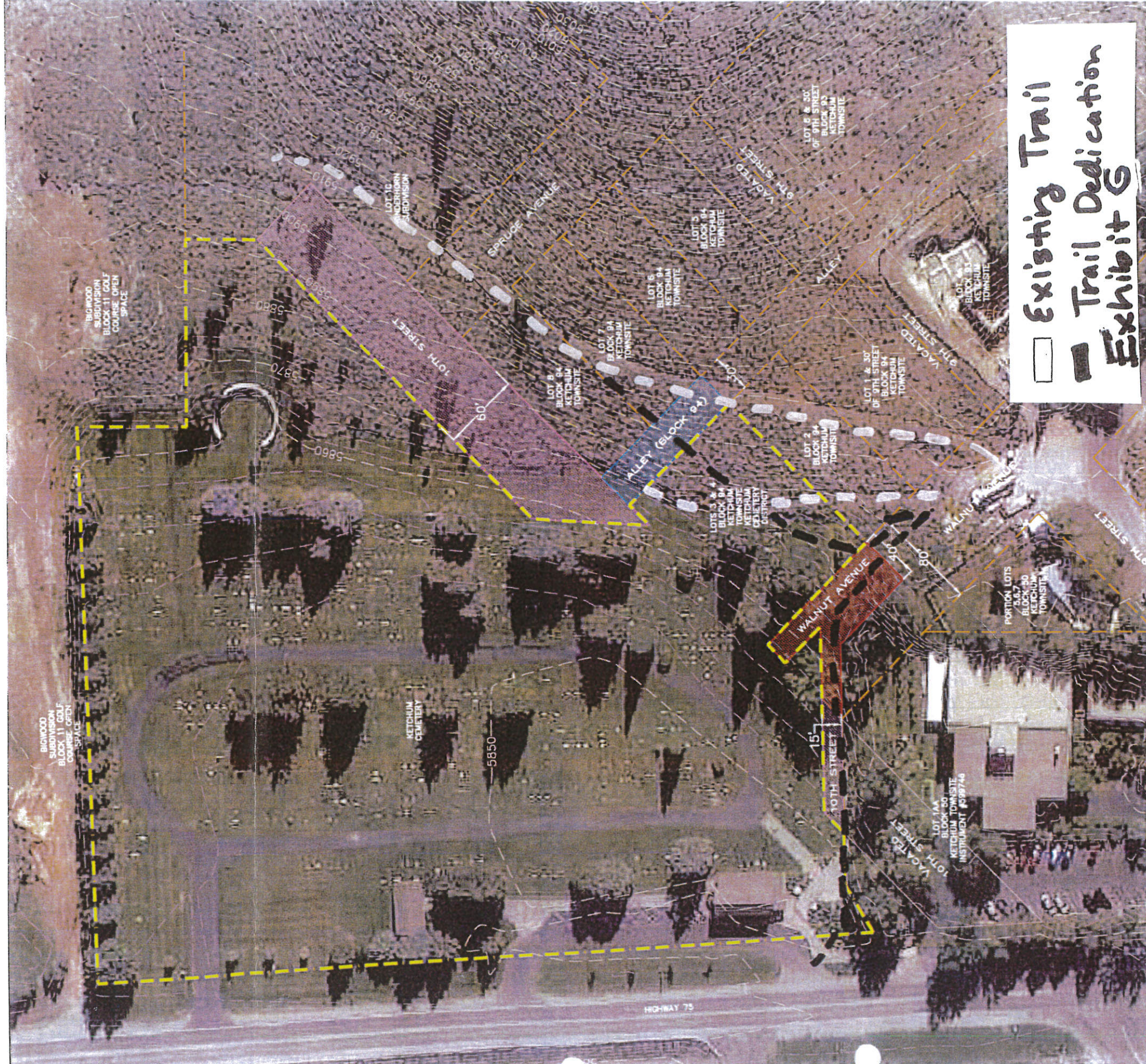
LOCATED WITHIN:
 SEC. 17 & 18, T.4N., R.18E., AND SEC. 12 & 13, T.4N.,
 R.17E., B.M., CITY OF KETCHUM, BLAINE CO., IDAHO

FOR: KETCHUM CEMETERY DISTRICT

VACATION EXHIBIT	DWG BY: JPG/CPL	12262 Street Vacation Exhibit
PROJECT NO. 12262	DATE: 10/22/13	SHEET 1 OF 2

Exhibit D Received 1/7/2014

Existing Trail
 Trail Dedication
 Exhibit G



LAND LEASE
(City of Ketchum/Ketchum Cemetery District)

THIS LAND LEASE AGREEMENT is made and entered into this 20th day of September, 2004, by and between the CITY OF KETCHUM, IDAHO, an Idaho municipal corporation ("Landlord"), and the KETCHUM CEMETERY DISTRICT, an Idaho Cemetery District, ("Tenant").

1. Property. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain unimproved real property commonly known as 971 and 991 Spruce Avenue North, Ketchum, Idaho, and more particularly described as:

Lots 7 and 8, Block 94, Ketchum Townsite, Blaine County, Idaho.

(the "Property").

2. Term. The term of this lease shall be for a period of NINETY-NINE (99) years commencing on the 1st day of October, 2004, and terminating on the 30th day of September, 2103. This term shall automatically renew for two (2) TWENTY-FIVE (25) year periods unless either party gives the other party written notification not less than Sixty (60) days prior to the end of the Lease Term of its intent not to renew and this Lease shall terminate according to its terms. Landlord may terminate this Lease at any time after giving Sixty (60) days prior written notice to Tenant if Landlord's City Council determines that public necessity and convenience require it to do so, after which time this Lease Agreement shall be of no further force nor effect and neither party shall have any further, continuing or additional obligations to the other.
3. Rent. For and during the term of this Lease, Tenant shall pay to Landlord an annual rental of ONE DOLLAR (\$1.00) due in advance on or before September 30 of each year of the lease term.
4. Use. The Property are leased to Tenant exclusively for uses defined in the approved Ketchum Cemetery District Master Plan in effect at the time of the execution of this Agreement and for no other purposes without the prior written consent of Landlord. Tenant shall not use the Property or permit the Property to be used in any manner that would violate any federal, state or local law, ordinance, rule or code, which would constitute a nuisance of any kind or which would create or cause any unsafe condition.
5. Repairs, Maintenance, Taxes and Utilities. Tenant agrees, at its sole expense, to keep and maintain the Property and any eventual improvements thereon in a clean, sanitary and safe condition at all times and to keep every part thereof in good order, condition and

repair. Tenant shall, at its own expense, provide and pay for all snow removal, landscape maintenance, services and utilities which serve the Property, if any. Tenant shall, at its sole expense, pay all real property taxes assessed against the Property during the Lease Term, if any. Any repairs made by Tenant to the Property shall be at Tenant's sole expense.

6. Alterations and Improvements. Other than the alterations and improvements contemplated in Paragraph 4 herein above, Tenant shall not make any alterations, improvements or installments of any kind on the Property without the prior written consent of Landlord, whose consent shall not be withheld unreasonably. All improvements made by Tenant to the Property shall be made at Tenant's sole expense and shall be completed lien-free. Any such improvements shall remain as improvements to the Property unless Landlord determines that such improvements shall be removed at the termination of this Lease. All costs of removal shall be at Tenant's sole expense. Tenant shall not pledge, promise, hypothecate or use as security or collateral of any kind, all or any right, title or interest it may have in or to this Agreement or the Property and shall not allow liens of any kind including, without limitation, mechanic's liens, to attach to or be filed against the Lease or the Property. At the end of the Lease Term, Tenant shall leave all fixtures, alterations, improvements and installations of any kind on the Property and the same shall become the property of Landlord, unless Landlord notifies Tenant in writing to remove such fixtures, alterations, improvements or installations, at which time Tenant shall immediately remove the same at Tenant's sole cost and expense and repair any and all damage caused by such installation or removal and restore the Property to a condition as good or better than the condition of the Property at the commencement of the term of this Lease.
7. Entry. Upon giving Tenant reasonable notice, Landlord, its elected officials, employees and agents may enter the Property at any reasonable time for the purpose of inspection and repair.
8. Hazardous Materials. Tenant shall not release or dispose of on, under or about the Property any hazardous materials, including without limitation radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials. For purposes of this Agreement, hazardous materials shall include but not be limited to substances defined as "hazardous substance", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended; the Hazardous Materials Transportation Act, as amended and the Resource Conservation and Recovery Act of 1976, as amended and the regulations promulgated under the above Acts.

9. Assignment and Sublease. Tenant shall not transfer, assign, or sublease this Lease or any of Tenant's right, title or interest in or to the Property, or any part thereof, without prior written consent of the Landlord which may be withheld for any reason.
10. Release and Indemnification. Tenant hereby releases, holds harmless and agrees to indemnify Landlord against and from any and all injuries to persons or property, including without limitation personal injuries and death, damages, claims, liens of all kinds including, without limitation, mechanics' liens, causes of action, costs attorney fees or other liabilities in any manner related to or arising from this Agreement or the use of the Property by Tenant, its elected officials, employees, agents, volunteers, licensees or invitees. If any case, action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend Landlord at Tenant's sole expense by counsel reasonably satisfactory to Landlord. Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Property, from any cause other than Landlord's intentional, reckless, negligence acts or omissions or its breach or default in the performance of this agreement. Tenant hereby waives all claims in respect thereof against Landlord. The indemnification contained in this paragraph shall constitute a warranty from Tenant to Landlord and shall survive termination of this Lease including, without limitation, termination due to default by either party.
11. Liability Insurance. Tenant shall, at Tenant's own expense, obtain and keep in force during the term of this Lease, a policy of comprehensive liability insurance in an amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS). Such insurance policy shall name Landlord as an additional insured and shall, without limitation, insure against any liability arising out of the ownership, lease, use, occupancy and maintenance of the Property and all areas appurtenant thereto. If Tenant shall fail to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Insurance required hereunder, shall be in with a company and in a form acceptable to Landlord. Tenant shall deliver to Landlord prior to occupancy of the Property, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Landlord.
12. Default. In the event of default by either party hereto, the non-defaulting party shall be entitled to seek all available legal and equitable remedies, including without limitation, specific performance.
13. Miscellaneous Provisions.
 - a. Attorney Fees. In the event either party hereto retains an attorney to enforce any of the rights, duties, or obligations arising out of this Lease, the defaulting party shall pay to the non-defaulting party all reasonable attorney fees and costs

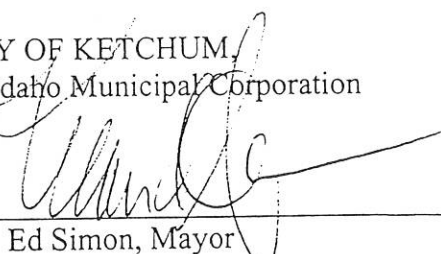
incurred whether or not litigation is commenced and including reasonable attorney fees and costs incurred on appeal.

- b. No Waiver. Failure of the either party to enforce any of the covenants in this Lease shall not be construed to be a waiver of any succeeding breach of the same covenant, nor shall any acceptance of a partial payment be deemed a waiver of Landlord's right to full amount thereof.
- c. No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.
- d. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- e. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- f. Time of Essence. Time is hereby expressly declared to be of the essence with respect to each and every covenant, term, condition and provision of this Lease.
- g. Governing Law. This Lease shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho.
- h. Entire Agreement This Lease 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 Property other than as set forth in writing in this Lease.

IN WITNESS WHEREOF, this lease agreement is entered into as of the date first-above written.

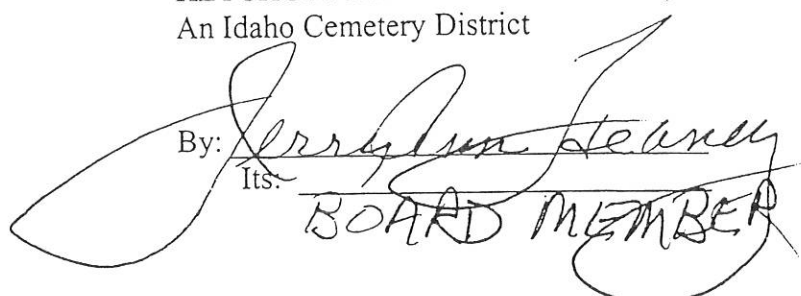
LANDLORD:

CITY OF KETCHUM,
An Idaho Municipal Corporation

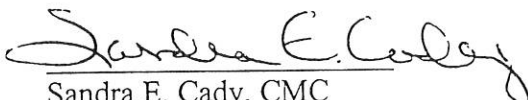
By: 
Ed Simon, Mayor

TENANT:

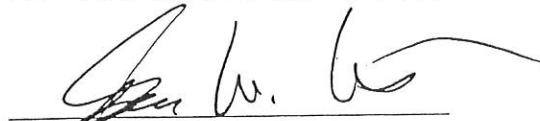
KETCHUM CEMETERY DISTRICT,
An Idaho Cemetery District

By: 
Its: BOARD MEMBER

ATTEST:


Sandra E. Cady, CMC
City Treasurer/Clerk

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


Benjamin W. Worst,
City Attorney

860 Walnut Avenue
P.O. Box 6840
Ketchum Idaho 83340

City of Ketchum
Planning and Zoning
P.O. Box 2315
Ketchum Idaho 83340

Dear Sir or Madam:

I am responding to your notice of a public hearing (November 17) regarding the Ketchum Cemetery District's request that the city vacate portions of city street (Walnut and 10th street) and an alley. I would attend the P and Z meeting but I am out of town on that date so must suffice with a written response.

I confess that I am spatially challenged as regards looking at the specifics of what is proposed. I also understand that, to put it bluntly, "we all gotta go sometime," and that means we either need more cemetery space at some point or we must start double decking the deceased, which probably won't go over well with their families. That said, I do have one major concern.

That is that the trail that currently represents an extension of Walnut Street, and that parallels the back of the Ketchum Cemetery before skirting the edge of the golf course, not be eradicated in the interest of expanding the cemetery. There are a lot of people who walk their dogs or use the trail to access the ridges between highway 75 and Sun Valley Road. We would all be heartbroken if we were no longer able to do that because the entryway (trail) had been eradicated by a cemetery extension.

On a personal note, my late partner Kerry Spizel is buried at the back of the cemetery, and when asked why I picked that particular plot, I answered honestly, "there is a trail that parallels the back of the cemetery, and is close, so I can walk by every day and say Hi to Kerry." I would really hate to lose my ability to do that do to a cemetery expansion and so I must respectfully ask that nothing be done that will eradicate that trail.

Yours very truly –

Mary Ann Davidson

received
11/10/14



City of Ketchum

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

November 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Public Hearing re: Wick Strasse Street Right-of-way Vacation Petition

Introduction/History

TBDBV, LLC BV, LLC – Dennis Hanggi, Glen H. Hamilton Trust is requesting to vacate the Wick Strasse Street right of way.

Current Report

See attached staff report.

Financial Requirement/Impact

Wick Strasse Street has been privately maintained in the past, and the Street Department would prefer not to maintain and perform snow removal on the dead end street in the future. In addition, the property contains a well, located on the lot line between Lots 4 and 6, that would be required to be abandoned upon application for building permits for those lots. The applicant should discuss with the Council the possibility of granting that water right to the City, which would be of benefit to the City.

Recommendation

- A. The Council may **CONTINUE** the public hearing to a date certain for gathering additional information and further deliberation;
- B. The Council may **DENY** the request for vacation of Wick Strasse Street and instead discuss terms of a land lease of Wick Strasse with the applicant; or
- C. The Council may make a motion to direct staff to develop an ordinance granting vacation of City right-of-way for Wick Strasse Street as shown in **Attachment A, Exhibits A and B**, subject to the following possible conditions:
 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.
 2. Prior to issuance of a building permit for any lot served by the currently named Wick Strasse Street, the applicant 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

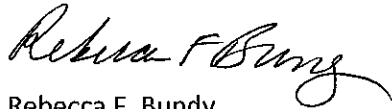
Wick Strasse easement. Said drawing shall be reviewed and approved by the Public Works Director prior to issuance of building permit.

3. Prior to issuance of a building permit for any lot served by the currently named Wick Strasse Street and/or abandonment of the well on Lot 1, 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.

Suggested Motions

- A. "I move to **CONTINUE** the Wick Strasse Street Right-of-way Vacation Petition to a date certain.";
- B. "I move to **DENY** the Wick Strasse Street Right-of-way Vacation Petition and to direct staff to develop a lease agreement for use of the Wick Strasse right-of-way per the terms discussed in this meeting."; or
- C. "I move to **APPROVE** the Wick Strasse Street Right-of-way Vacation Petition, subject to conditions 1 – 3, and to direct staff to prepare an ordinance to formalize the vacation request approval."

Sincerely,



Rebecca F. Bundy
Senior Planner



**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF NOVEMBER 17, 2014**

- PROJECT:** Wick Strasse Street right of way vacation petition
- APPLICANT:** TBDBV, LLC; BV, LLC – Dennis Hanggi and Glen H. Hamilton Trust, owners of Lots 1 and 5-8, within the subject subdivision.
- REPRESENTATIVE:** Benchmark Associates
- REQUEST:** Request to vacate the Wick Strasse Street right of way (adjacent to Lots 5-8, Bavarian Village Subdivision).
- NOTICE:** All requirements of notice have been met. Legal notice was published in the Mountain Express, a newspaper of general circulation, on October 29, 2014 and November 5, 2014. A notice of the public hearing regarding this matter was mailed by certified mail to property owners within 300 feet of the boundaries of the subject property on November 4, 2014.
- ZONING:** The subject area proposed for vacation is located in the General Residential – High Density Zone District (GR-H).
- REVIEWER:** Rebecca F. Bundy, Senior Planner
- ATTACHMENTS:**
- A. Applicant's Submittal:
 - ROW Vacation Application
 - Applicant's Exhibit A & B
 - Draft Declarations of Special Covenants, Conditions and Restrictions, received November 10, 2014
 - Lawson letter dated, January 27, 2014
 - Lawson letter dated, July 11, 2014
 - B. Correspondence from the public for the Planning and Zoning Commission's September 22, 2014 public hearing. No comment has been received for the City Council hearing.
 - Cheryl Concannon, email, 9/11/14
 - Clyde Holt, email, 9/11/14
 - Elizabeth Insinger, email, 9/12/14

BACKGROUND

1. The applicant is petitioning the City of Ketchum to vacate the full portion of the Wick Strasse Street right of way. This right of way (which is partially paved) served as a driveway and parking court for what was once the Bavarian Village housing complex. Bavarian Village has since been razed and the property is vacant, with the exception of a water pump house.
2. The Planning and Zoning Commission conducted a public hearing on this application on September 22, 2014, and recommended approval to the City Council, subject to the proposed conditions below.
3. Based on discussions with the applicant and Idaho Power representatives, there are reportedly utilities (notably water lines and underground electric lines and related facilities) that are located on the subject property but have not been mapped by the applicant.
4. The applicants do not have a development plan (subdivision, PUD, multi-family etc.) proposed in conjunction with the requested vacation petition. Presently, lots that adjoin the Wick Strasse Street right of way are under ownership of the applicants, with Lot 5 belonging to Glen H. Hamilton Trust, Lot 6 belonging to TBDBV, LLC, and Lots 7 and 8 belonging to BV, LLC. Considering that all of the parcels in the subdivision are legally defined lots, they may be sold separately (except Lot 1) and change ownership at any time. With this in mind the city needs to ensure that all of the properties upon development can be served with city utilities, adequate access and meet city and applicable codes. (Lots 2, 3 and 4 are unaffected by the vacation, as they have access from Rember Street or Bird Drive.) According to the proposed plat, Lots 5, 6, 7, and 8 have frontage on the proposed new private road and gain area within each re-platted lot.) The applicant has submitted Declarations of Special Covenants, Conditions and Restrictions which name the City as a third party beneficiary to Section 1.C Declarant's Responsibility for Construction, which requires installation of all required utilities prior to issuance of a building permit for any of the properties bordering Wick Strasse Street. This document has been reviewed by the City Attorney to ensure that it adequately ensures installation of the utility lines and protects the City.
5. The owners within the subdivision currently possess a well, located in a one hundred (100) square foot Lot 1 at the southwest corner of Lot 6. Upon development of the now vacant lots, the lots will be required to be served by Ketchum's municipal water service lines, and the well should be abandoned. The City may request, as a condition of approval, that 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 applicant has indicated that he is amenable to said transfer and is researching his water rights.
6. To better understand the developability of the land, the tables below provide an itemization based upon the zoning parameters of the GR-H Zoning District, if Wick Strasse

Street were to be vacated as requested, with some assumptions. Those assumptions include a maximum FAR of 1.4, that units would be 1,800 square feet in size, maximum 35 foot height (likely needed to achieve maximum FAR), and calculated on developable lot area (excludes areas committed to a public or private street, alley, fire lane, private driveway easement). Many scenarios are possible and these assumptions are not moderate or the extreme, but they are possible. **Table 1** illustrates the developability of all of the lots within the Bavarian Village. **Table 2** illustrates only those lots (Lots 5, 6, 7, and 8) that would take access from Wick Strasse Street if vacated. (Lots 6 and 8 have frontage on Bird Drive, however, with Wick Strasse as a public street or vacated, upon development the City would require access from Wick Strasse versus Bird Drive to manage curb cuts and vehicular turning movements.) The potential of a high number of new units is very possible and must be considered.

The vacation of Wick Strasse Street results in a total of 5,719 square feet of lot area being added to Lots 5, 6, 7 and 8. This additional lot area results in an additional development potential of about 8,000 square feet of gross floor area on those lots. Total possible development, assuming vacation of Wick Strasse Street as requested, is summarized below:

Table 1

Bavarian Village - Total Possible Development

	Area (sf)	Max FAR	Possible GFA
Lot 2	9078	1.4	12709.2
Lot 3	9078	1.4	12709.2
Lot 4	9047	1.4	12665.8
Lot 5	10115	1.4	14161
Lot 6	11444	1.4	16021.6
Lot 7	9365	1.4	13111
Lot 8	11168	1.4	15635.2
Max possible GFA			97013 sf
Assume 1800 sf/unit			53.9 possible units

Table 2

Possible Development Accessed by Wick Strasse

	Area (sf)	Max FAR	Possible GFA
Lot 5	10115	1.4	14161
Lot 6	11444	1.4	16021.6
Lot 7	9365	1.4	13111
Lot 8	11168	1.4	15635.2
Max possible GFA			58928.8 sf
Assume 1800 sf/unit			32.7 possible units

CONSIDERATIONS & RECOMMENDATION

1. All public rights of way and lands are entrusted to the City for the good of the community and should be evaluated with a long term perspective. Wick Strasse Street has been privately maintained in the past, and the Street Department would prefer not to maintain and perform snow removal on the dead end street in the future. In addition, the property contains a well, located on the lot line between Lots 4 and 6, that would be required to be abandoned upon application for building permits for those lots. The applicant should discuss with the Council the possibility of granting that water right to the City.

2. City staff have conducted site visits to the property, met with applicant representatives, and evaluated the value and potential purposes of the land proposed for vacation and the impact of the proposed vacation. Engaged in this review were representatives from the Fire Department, Streets Department, Utilities Department, and Parks and Recreation Department. One key concern of staff has to do with who would actually build the access road or driveway, and utilities to serve the adjoining lots. That has been determined in the Declarations of Special Covenants, Conditions and Restrictions to the City Attorney's satisfaction as follows, "Declarant's Responsibility for Construction. Declarant shall construct and install the right-of way described in paragraph A and the utility lines and facilities described in paragraph B, before the issuance by the City of a building permit for any improvement on the Property. As an incident of the work the well house on Lot 1 shall be removed. Declarant shall bear all costs related to the installation, operation, maintenance, repair and replacement of such right-of-way and utility facilities located in the Easement Area, shall repair to the original specifications any damage resulting from such use and shall provide as-built plans for all such improvements and facilities to the Owners within thirty (30) days after the date of completion of construction of same. An infrastructure construction plan shall be developed and submitted to the City before the commencement of any work by Declarant. "

PROCESS AND CRITERIA FOR REVIEW

The Planning and Zoning Commission is a recommending body to the City Council on right of way vacations and has recommended approval of the current application. The City Council will conduct a duly-noticed public hearing on the matter. Title 16, Subdivision Ordinance, Ketchum Municipal Code offers the following for Vacations and Dedications:

16.04.050: VACATIONS AND DEDICATIONS:

- A. *Application: Any property owner desiring to vacate an existing public street, alley or easement right of way, or desiring to dedicate a street or alley right of way shall file an application with the administrator. Upon receipt of the completed application and other information reasonably required by the administrator, the date of acceptance of the*

application shall be affixed on the application. Thereafter, such application shall be placed upon the commission agenda for consideration at a regular meeting of the commission, and the procedures followed for such vacations shall comply with Idaho Code sections 50-1321, 50-1325 and 50-1306(A), including subsequent amendment or codification.

- B. Commission Action: The commission shall consider the application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication. The commission shall consider the interests of the adjacent property owners, public utilities, conformance of the proposal with the comprehensive plan and the future development of the neighborhood, and shall make its recommendations for accepting or rejecting such application. If dedication of a street is accepted, recommendations for improvements to be made prior to the acceptance shall be made by the commission.*
- C. Council Action: In considering an application for vacation of an existing street, alley or easement right of way, the council shall establish a date for public hearing and give such notice as required by law. The council shall hear and consider the public testimony, applicant testimony, recommendations of the commission, and any other information as may be brought before the council. Whenever the council vacates an existing public street, the city shall provide adjacent property owners with a quitclaim deed for the vacated street as prescribed by law. Such vacation shall become effective upon delivery of such deed(s). When considering an application for dedication to the public of a street, alley or easement right of way, the council may require certain improvements be constructed or performance bond furnished prior to acceptance of the dedication. To complete the acceptance of any dedication, the council shall accept same by resolution or by approval of a final subdivision plat.*
- D. Exemptions: The provisions of this section shall not apply to the widening of any street which is shown in the comprehensive plan or the dedication of non-vehicular easements to the city. (Ord. 316 § 5, 1979)*

Staff analysis:

1. This application has been made by the owner of all properties abutting the public right-of-way proposed for vacation, and said request for vacation has been adequately noticed, per I.C. 50-1321.
2. Portions of the right of way considered for vacation have been used by the surrounding properties for access and utility easements. Such uses may continue after vacation occurs.
3. The vacation may be found in the public interest provided access issues, water rights, and development of the road/installation of utilities to each of the lots are addressed to the Council's satisfaction.

COUNCIL OPTIONS

- A. The Council may **CONTINUE** the public hearing to a date certain for gathering additional information and further deliberation;
- B. The Council may **DENY** the request for vacation of Wick Strasse Street and instead discuss terms of a land lease of Wick Strasse with the applicant; or
- C. The Council may make a motion to direct staff to develop an ordinance granting vacation of City right-of-way for Wick Strasse Street as shown in **Attachment A, Exhibits A and B**, subject to the following possible conditions:
 - 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.
 - 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.
 - 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, if possible, transfer the water right for that well to the City. The means for said transfer shall be reviewed and approved by the City Attorney.

Attachment A.

Applicant's Submittal:

- ROW Vacation Application
- Applicant's Exhibit A & B
- Draft Declarations of Special Covenants, Conditions and Restrictions, received November 10, 2014
- Lawson letter dated, January 27, 2014
- Lawson letter dated, July 11, 2014

PETITION FOR VACATION APPLICATION

Pursuant to Idaho Code 50-1306A, a petition to the Ketchum City Council is required when vacating a lot, tract, street, alley, road, highway, common area, plat, or part thereof in the City of Ketchum. Per said requirement, please complete items (1) through (5) below.

Owner

Representative

Name: TBDBV,LLC, BV,LLC -Dennis Hanggi
Glenn H. Hamilton Trust
PO Box: 1322, Ketchum, ID 83340
Phone: 720-0296

Benchmark Associates, P.A.
PO Box 733, Ketchum, ID 83340
726-9512

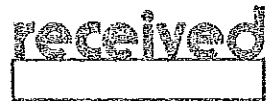
(2) TYPE OF TRACT TO BE VACATED (including tract name and legal description of property to be vacated): Street ROW - Wick Strasse

(3) REASON FOR VACATION REQUEST -

See attached petition for vacation by Ed Lawson Esq. attorney for applicant.

(4) ADDITIONAL SUBMISSION REQUIREMENTS - Please submit the following additional items with this application:

- A. Three (3) copies of applicable map(s), e.g., area map and lot and parcel map, and site map.
- B. Title Report
- C. A copy of the CC&R's (if applicable)
- D. Written approval from all individuals having an interest in the property

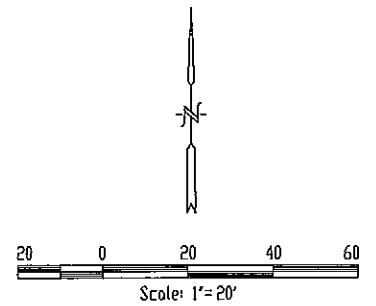
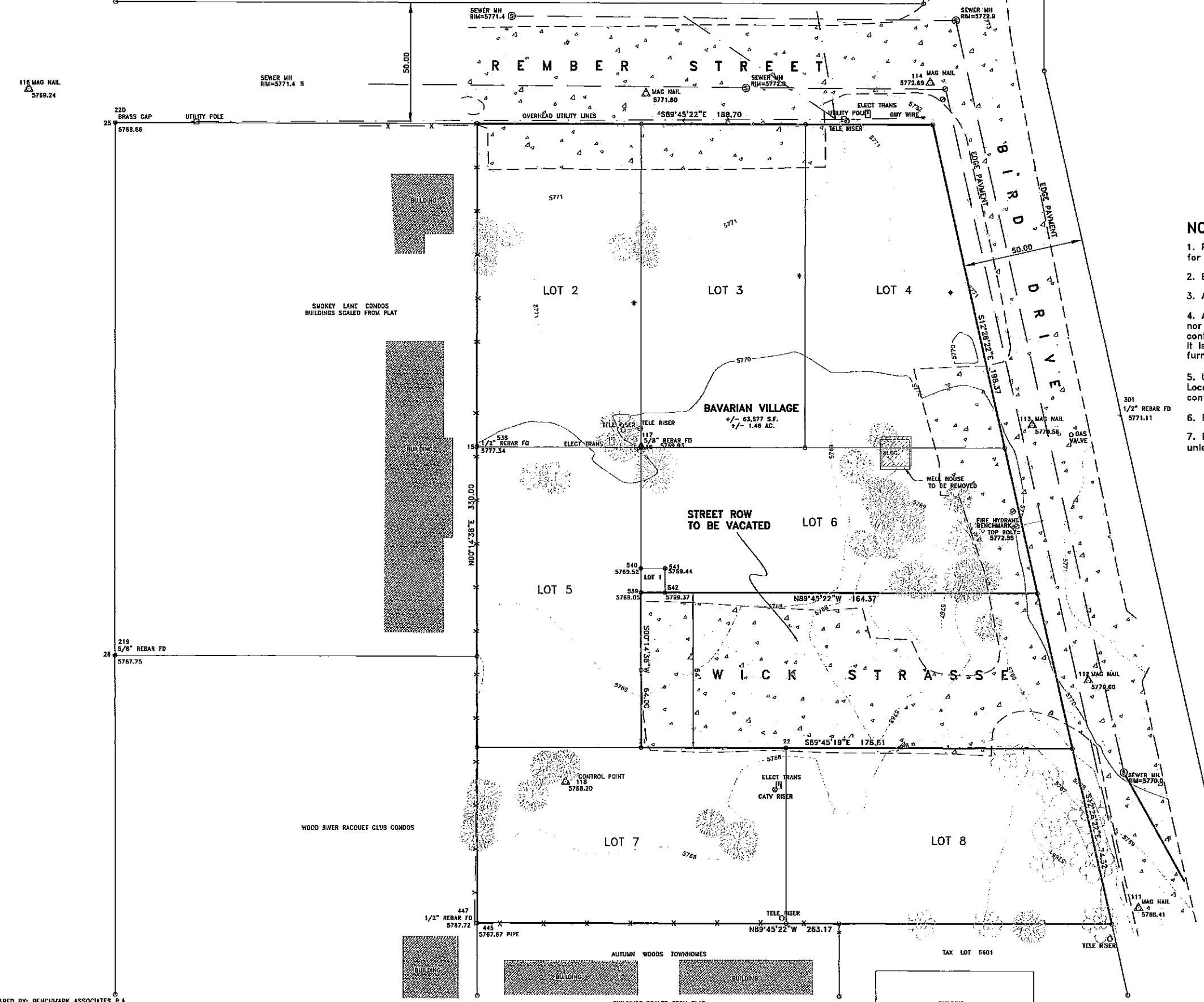


(5) ACKNOWLEDGMENT:

The undersigned certifies that he/she is the owner or authorized representative of the land in question and that he/she has filled in this application to the best of his/her knowledge. The applicant agrees in the event of a dispute concerning the interpretation or enforcement of the petition for vacation in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum.

SIGNATURE OF APPLICANT: Dennis M. Hanggi
Managing Member BV LLC
and TBDBV LLC

DATE: 1/22/14



NOTES:

1. Refer to the original plat of: BAVARIAN VILLAGE SUBDIVISION for restrictions and conditions affecting this property.
2. Boundary lines and easements shown hereon are per plat.
3. A Title Search has not been performed.
4. A Title Policy has not been submitted to Benchmark Associates, nor has a Title search been requested. Certain Information contained within said policy may not appear on this map. It is the responsibility of the owner or agent to request or furnish said Information.
5. Utilities shown hereon are per surface evidence only. Location of underground utilities and services should be confirmed prior to excavation or design.
6. Elevations from NGVD 29.
7. Building walls shown hereon are outside face of building unless otherwise noted.

LEGEND:

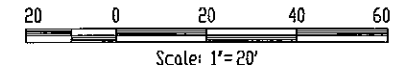
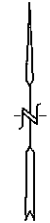
— X — X —	PROPERTY BOUNDARY
— — — — —	FENCE
— — — — —	OVERHEAD UTILITY LINES
— — — — —	EDGE PAVEMENT
— — — — —	APPROXIMATE SEWER MAIN
— — — — —	APPROXIMATE WATER MAIN
— — — — —	WATER VALVE
— — — — —	LIGHT POLE
⊙	DECIDUOUS TREE
⊕	EVERGREEN TREE
⊙	BUSH

EXHIBIT A

	WICK STRASSE VACATION EXHIBIT	
	LOCATED WITHIN: SEC. 13, T4N, R17E, B.M., BLAINE COUNTY, IDAHO.	
PREPARED FOR: DENNIS HANGGI		
A SITE MAP	PLOT BY: DWS/CPL	DATE: 01/07/2013
PROJECT NO. 12151	FILE: 12151-VACA.DWG	CO-ORD FILE: 00451.CRD

© PREPARED BY: BENCHMARK ASSOCIATES P.A.
 P.O. BOX 735
 KETCHUM, IDAHO, 83340
 (208) 726-9512

G:\BMA\Bavarian Village subdivision\12151_Bavarian Village\worksheets\12151-VACA.dwg, 1/8/2013 7:15:51 PM, Adobe PDF



NOTES:

1. Refer to the original plat of: BAVARIAN VILLAGE SUBDIVISION for restrictions and conditions affecting this property.
2. Boundary lines and easements shown hereon are per plat.
3. A Title Search has not been performed.
4. A Title Policy has not been submitted to Benchmark Associates, nor has a Title search been requested. Certain information contained within said policy may not appear on this map. It is the responsibility of the owner or agent to request or furnish said information.
5. Utilities shown hereon are per surface evidence only. Location of underground utilities and services should be confirmed prior to excavation or design.
6. Elevations from NGVD 29.
7. Building walls shown hereon are outside face of building unless otherwise noted.
8. A 26 foot wide and 60 foot diameter Private Access and Public Utility Easement is granted within Lots 5, 6, 7 & 8 to benefit Lots 5, 6, 7 & 8 as shown hereon.

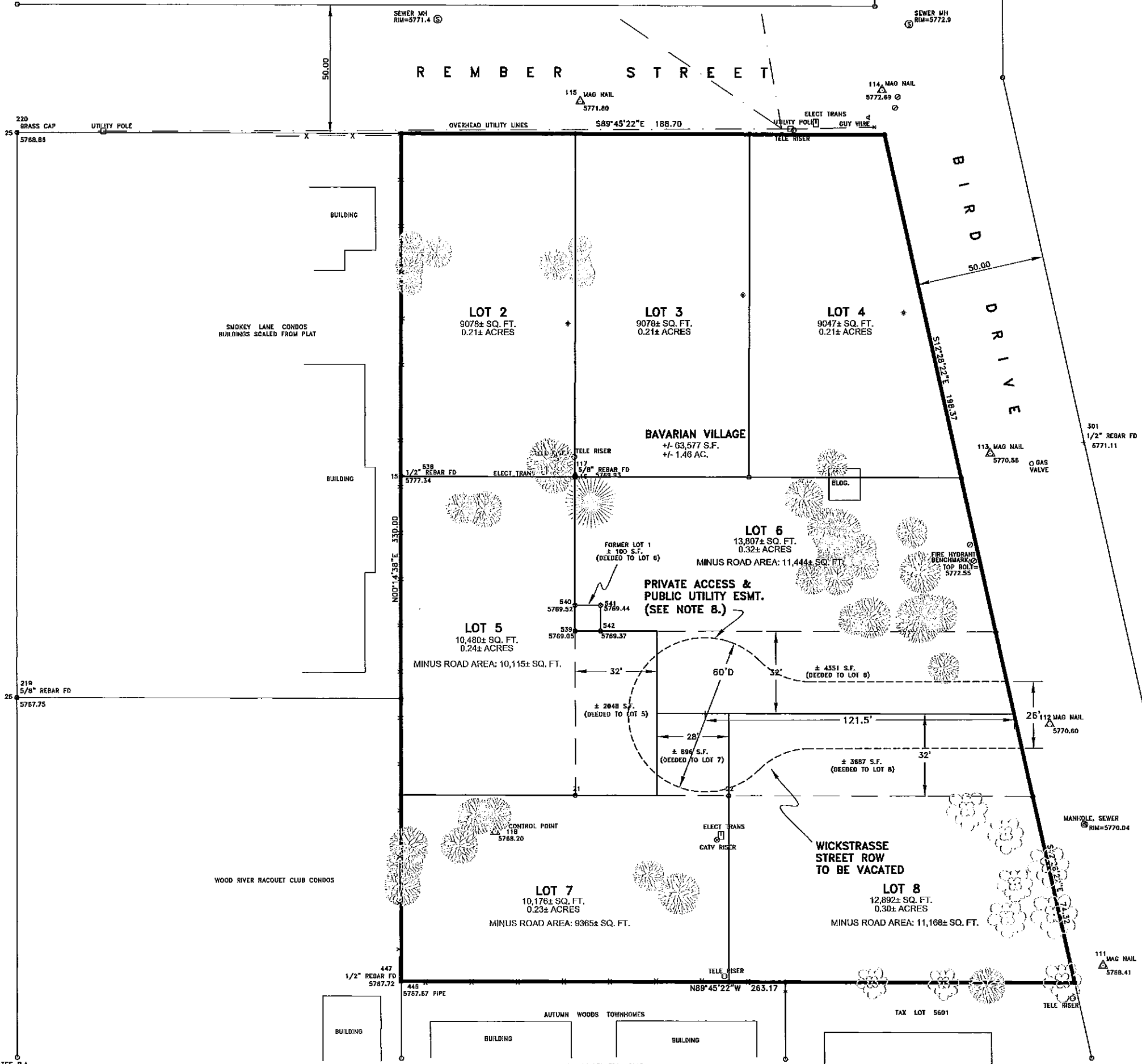
LEGEND:

- PROPERTY BOUNDARY
- FENCE
- OVERHEAD UTILITY LINES
- LOT LINE ELIMINATED
- EASEMENT LINE (SEE NOTE 8.)
- WATER VALVE
- LIGHT POLE
- DECIDUOUS TREE
- EVERGREEN TREE
- BUSH

RIGHT-OF-WAY
TO BE DEEDED TO
ADJOINING LOTS

EXHIBIT B

	WICK STRASSE VACATION EXHIBIT		
	LOCATED WITHIN: SEC. 13, T4N, R17E, B.M., BLAINE COUNTY, IDAHO.		
PREPARED FOR: DENNIS HANGGI			
A SITE MAP	PLOT BY: DWS/CPL	DATE: 05/14/2014	
PROJECT NO. 12151	FILE: 12151-VAC2.DWG	CO-ORD FILE: 00451.CRD	



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
--	--

(Space Above Line For Recorder's Use)

**DECLARATION OF SPECIAL COVENANTS,
CONDITIONS AND RESTRICTIONS**

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THIS DECLARATION OF SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the ____ day of _____, 2014, by Christine Hamilton, Trustee of the GLENN H. HAMILTON TRUST under agreement dated _____ BV, LLC, an Idaho limited liability company and TBDBV LLC, an Idaho limited liability company (collectively, "Declarant", and any subsequent owner of any portion of the Property [defined below] collectively being referred to herein as "Owners").

Declarant is the current owner of the real property in the City of Ketchum, Idaho ("City"), commonly known as Condominium Units A, B, C, D and E, as shown on the Condominium Map of Salzburg Bavarian Condominiums, recorded as Instrument No. 200205, and as defined and described in the Condominium Declaration for Salzburg Bavarian Condominiums recorded as Instrument No. 339628, records of Blaine County, Idaho ("Condominiums"), and Lots 1, 6, 7 and 8 of Bavarian Village Subdivision, according to the official plat thereof, recorded as Instrument No. 139821, records of Blaine County, Idaho ("Lots", respectively and together with the Condominiums, collectively the "Property").

Declarant has received or is about to receive approval from the City for the vacation of Wick Strasse street and desires to place certain special and limited restrictive covenants upon, and to create certain non-exclusive easements over and across, the Property to promote orderly development effective upon the recordation of the City ordinance vacating said Wick Strasse street ("Effective Date").

1. IMPOSITION OF COVENANTS.

A. Declaration. To accomplish the purposes and intentions recited above, Declarant hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

B. Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be

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binding upon and shall inure to the benefit of Declarant, and its heirs, executors, administrators, personal representatives, successors, and assigns.

2. EASEMENTS.

A. Right of Way. Declarant, Owners and their Permittees (defined below), shall have in common with all others entitled to the use of the same, a nonexclusive, perpetual easement for the passage of vehicles over, across and upon the street, road, and parking area of the Property described in Exhibit A attached hereto and depicted on the map attached hereto as Exhibit B attached hereto ("Easement Area") as the same may from time to time be constructed and maintained for such use; and for the passage and accommodation of pedestrians over, upon and across the Easement Area as the same may from time to time be constructed and maintained for such use. The Owners of Lots 5, 6, 7, and 8 as depicted on Exhibit B, and any other portion of the Property that is contiguous to the Easement Area, shall use the Easement Area for vehicular ingress and egress to and from Bird Drive. For purposes of this provision the term "Permittees" includes all persons from time to time entitled to the use and occupancy of any portion of the Property or any portion thereof under an ownership right or pursuant to a lease, sublease, license, concession or other similar agreement, and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, and subtenants, of any of the foregoing persons.

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B. Utility Lines and Facilities. Declarant and Owners shall have a nonexclusive easement under, through and across the Easement Area for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains, cable television and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Property).

C. Declarant's Responsibility for Construction. Declarant shall construct and install the right-of way described in paragraph A and the utility lines and facilities described in paragraph B, before the issuance by the City of Ketchikan, Idaho of a building permit for any improvement on the Property. As an incident of the work the well house on Lot 1 shall be removed. Declarant shall bear all costs related to the installation, operation, maintenance, repair and replacement of such right-of-way and utility facilities located in the Easement Area, shall repair to the original specifications any damage resulting from such use and shall provide as-built plans for all such improvements and facilities to the Owners within thirty (30) days after the date of completion of construction of same. An infrastructure construction plan shall be developed and submitted to the City before the commencement of any work by Declarant.

3. MAINTENANCE AND INSURANCE.

A. Maintenance Director. The Owners hereby appoint the Owner of Lot _____, as Maintenance Director of the Easement Area from and after the Effective Date. The Owners of at a majority of the least _____ () Lots may remove the Maintenance

Director upon written notice to the Owners of the remaining Lots, in which event the Owners of a majority of the Lots shall appoint another person to be the Maintenance Director (sometimes referred to herein as the “Successor Maintenance Director”). The Maintenance Director shall have the right, upon giving ninety (90) days’ prior written notice to the Owners, to resign as Maintenance Director, in which event the Owners of a majority of the Lots shall appoint another Owner of a Lot to be the Maintenance Director (said other Owner also being included with the definition of “Successor Maintenance Director”).

B. Maintenance. Commencing on the Effective Date the Maintenance Director shall, except as hereinafter provided, maintain the Easement Area and any improvements thereon at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

1. Maintaining, repairing, and resurfacing, when necessary, all vehicular and pedestrian surfaces in a level, smooth and evenly covered condition with the type of material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;
2. Removing all snow, papers, debris, filth and refuse and thoroughly raking the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
3. Maintaining, repairing and replacing, when necessary, all signs and markers;
4. Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when necessary, automatic landscape sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;
5. Maintaining, repairing and replacing, when necessary, all fencing;
6. Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Maintenance Director shall give prior written notice to the other Owners of its appointment of a third party to perform any of the services described herein and shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Agreement and for the performance by any such third party or parties of such services.

C. Reimbursement of Maintenance Director/Budget Basis. The Maintenance Director shall contract and pay for all of the items set forth in Paragraph 3B herein (the expenses therefore sometimes collectively being referred to as "Easement Area Expenses"), on a budget basis, pursuant to (and subject to) the provisions of Paragraphs 3C and 3D. All contracts entered into by the Maintenance Director for the services described herein (sometimes referred to as "Maintenance Contracts") shall be made expressly assignable to a Successor Maintenance Director or the Consenting Owners if no Successor Maintenance Director exists. A copy of all Maintenance Contracts shall be distributed to any Owner requesting the same.

Prior to October 31 of each year, the Maintenance Director shall put all contracts for Easement Area maintenance work out to bid. Thereafter, the names of the bidding contractors or companies, the specifications and the amount of their respective bids shall be furnished to the Owners by the Maintenance Director within ten (10) days after the Maintenance Director's receipt thereof, and the Maintenance Director shall award the pertinent contract to the lowest bidder, unless the Maintenance Director obtains the Owners' prior written consent to award the contract to a higher bidder. The foregoing bid items and amounts shall be integrated into the pertinent budget.

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Prior to January 1 of each year, the Maintenance Director shall submit to each Owner, for such Owner's review and approval, a proposed annual budget for Easement Area Expenses ("Budget") covering the applicable Budget year, together with a copy of the bids required herein and any backup materials reasonably requested by any Owner. The Budget may provide for a Service Charge (as defined below). Each Owner shall, within thirty (30) days after receipt of the Budget, deliver written notice of its approval or disapproval of the Budget to the Maintenance Director ("Budget Approval Notice"). In the event an Owner fails to deliver written notice, such Owner shall be deemed to have approved of the Budget.

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Notwithstanding anything herein to the contrary, an Owner shall not be obligated to reimburse the Maintenance Director for any Expense Item which is not part of the Budget except: (i) emergency expenses in accordance with Paragraph 3D, (ii) unforeseen or extraordinary expenses in accordance with Paragraph 3E, and (iii) necessary expenditures over which the Maintenance Director has no control (such as utility rate increases or extraordinary demand created by forces of nature and governmentally regulated services).

D. Emergency Expenses. If the Maintenance Director is required to incur an expense for the emergency repair or replacement of any portion of the Easement Area, which expense has not been set forth in an approved Budget, then each Owner shall pay its pro rata share of such expense provided that the Maintenance Director has given each Owner the best and earliest notice of the same that is feasible under the circumstances. For purposes of this paragraph, an "emergency" necessitating repair or replacement shall be one which presents an imminent threat or danger of harm to person or property.

E. Unforeseen or Extraordinary Expenses. If the Maintenance Director reasonably deems it necessary to incur an unforeseen or extraordinary expense (which is not on an emergency basis) for the repair or replacement of any portion of the Easement Area, which expense has not been set forth in an approved Budget, the Maintenance Director shall request written approval of such expenditure from the Owners as far in advance of such repair or

replacement as is reasonably possible, and such approval shall not be unreasonably withheld or delayed. Any such item which is approved by the majority of the Owners shall be considered a reimbursable expense provided, however that if requested by any Owner, the Maintenance Director shall follow the bidding procedures set forth in Paragraph 3C with regard to such item and the lowest bid therefore shall be utilized in the Budget.

F. Service Charge. The Maintenance Director may, subject to the provisions hereof, charge a maximum service charge of ~~ten~~ _____ percent (~~10~~____%) of all out-of-pocket expenses incurred by the Maintenance Director in performing the services described in Paragraph 3B to cover management and administration costs ("Service Charge").
Notwithstanding the foregoing,

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1. The Service Charge shall not exceed ~~one~~ _____
~~hundred~~ _____ Dollars (\$~~100.00~~_____) for any item of Easement Area maintenance without the Consenting Owners' prior written approval, and
2. If the Maintenance Director contracts with a management company ("Management Company"), then the Maintenance Director shall not be entitled to a Service Charge. The fee of the Management Company shall be a reimbursable expense and the Easement Area expenses shall not include any costs incurred by the Maintenance Director or its agent for office overhead or compensation of its employees except to the extent included in the Service Charge.

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G. Billing for Expenses. Beginning on the first day of February each year and continuing on the first day of each calendar month thereafter, the Owner of each Lot (or its respective tenants or agents, as it may direct) shall pay to the Maintenance Director such Owner's monthly proportionate share of the total Easement Area Expenses, as set forth in the approved Budget. The first of such payments shall include such Owner's pro rata share of the Budget amounts for the period between the Effective Date and the first day of the first calendar month of the first Budget period, calculated on a per diem basis for those days. Within ninety (90) days after the end of the calendar year, the Maintenance Director shall send to each Owner a written statement of the total Common Area Expenses actually paid by the Maintenance Director during said Maintenance Budget Year ("Actual Expenses") and the difference between said Owner's pro rata share of the Actual Expenses and the sum of all the monthly payments made by each Owner relative to said Maintenance Budget Year ("Reconciliation Statement"). The Reconciliation Statement shall be accompanied by complete copies of invoices, statements and documents supporting the expenses covered by said statement (collectively, "Backup Invoices"). The Maintenance Director shall, within fifteen (15) days after receipt of an Owner's written request, provide to such Owner such additional documentation as the Owner reasonably requests to substantiate the expenses (sometimes referred to herein as "Additional Documentation"), and such Owner's obligation to pay any invoice submitted by the Maintenance Director in the Reconciliation Statement shall be contingent upon its receipt of said Additional Documentation. The Owners and the Maintenance Director shall, within thirty (30) days after the Maintenance Director submits the Reconciliation Statement to the Owners, make such adjustments and payments as necessary so that the Maintenance Director receives the entire amount (but no more) of each Owner's proportionate share of the Actual Expenses for the applicable Maintenance Budget Year. The proportionate share of the total Easement Area expenses to be borne by each Owner shall be the percentage obtained by dividing the number of Lots owned by each Owner by the total number of Lots.

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H. Inspection of Records. Any Owner may, upon not less than ten (10) days' prior written notice to the Maintenance Director, inspect the Maintenance Director's records for all Easement Area maintenance and insurance expenses incurred during the preceding calendar year at such location reasonably designated by the Maintenance Director at any time during reasonable business hours within one (1) year after the end of said calendar year.

4.
I. DEFAULT.

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A. Failure to Pay Easement Area Expenses. In the event any Owner fails or refuses to pay when due its share of any bill for the Easement Area Expenses (including the Service Charge), which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner by the Maintenance Director or other person paying the expense (including the Service Charge) of the defaulting Owner ("Curing Party") for reimbursement plus interest. Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) the rate five percent (5%) above the reference rate of interest charged from time to time to corporate borrowers of the highest credit standard by Bank of America (the lesser rate being hereinafter referred to as the "Default Rate"). Furthermore, the Curing Party shall have a lien on the

defaulting Owner's Lot for the amount of said expenses (including the Service Charge) plus accrued interest as set forth above; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Lot until ten (10) days after such dispute is settled by final court decree or mutual agreement and payment thereof to the Curing Party has not been made.

B. Failure of Owner to Perform. In the event any Owner fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Owner is diligently proceeding to rectify the particulars of such failure.

C. Attorneys' Fees. In addition to the foregoing, in the event any person initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) as determined by the court in the same or a separate proceeding.

D. No Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

E. Remedies. In addition to the remedies set forth in this Agreement, each person entitled to enforce this Agreement shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

F. Lien for Expenses or Taxes. The lien provided for in Paragraph 4A shall only be effective when filed for record by the Curing Owner or Curing Party as a claim of lien against the defaulting Owner in the office of the recorder of Blaine County, Idaho, signed and verified, which shall contain at least: (1) an itemized statement of all amounts due and payable pursuant hereto; (2) a description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien; (3) the name of the defaulting Owner; and (4) the name and address of the Curing Owner or Curing Party. The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5. RESPONSIBILITY IF NO MAINTENANCE DIRECTOR.

In the event there should at any time cease to be a Maintenance Director, each Owner shall be responsible for the maintenance of the Easement Area according to the standards herein enumerated. In the event any Owner defaults in the performance of such obligations, any other Owner may cause the performance of the obligations of the defaulting Owner and bill the defaulting Owner for the expenses incurred. In such event, the provisions and remedies of Paragraph I shall apply. If there is no Maintenance Director, each Owner shall indemnify, defend and hold harmless the other Owners and occupants of all other Lots from and against any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever, for injury to or death of any person or damage to any property resulting from the willful misconduct or negligent act or omission of the indemnifying Owner, its agents, contractors or employees.

6. MISCELLANEOUS PROVISIONS.

A. Modification or Termination. This Declaration may be modified or terminated, in whole or in part, only with the consent of all of the Owners and then only by written instrument duly executed and acknowledged by all of the Owners and recorded in the office of the recorder of the county in which the Property is located. No modification or termination of this Declaration shall affect the rights of any lienholder or third party beneficiary unless the lienholder or third party beneficiary consents in writing to the modification or termination. Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Lot shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Lot shall agree among themselves and designate in writing to the Owners of each of the other Lots a single person who is entitled to cast the vote for that Lot. If the Owners of any such Lot cannot agree who shall be entitled to cast the single vote of that Lot, or if the Owners fail to designate the single person who is entitled to cast the vote for that Lot within thirty (30) days after receipt of request for same from any other Owner, then that Lot shall not be entitled to vote. In the event a Lot is not entitled to vote, its consent or approval shall not be necessary and shall be disregarded.

B. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

C. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

D. Notices. All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address shown on the then current real property tax rolls of the county in which the Property is located. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

E. Waiver. The failure of any Owner to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms and provisions contained herein by the same or any other person.

F. Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

G. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

H. Third Party Beneficiary Rights. Except as expressly provided in this paragraph, ~~This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.~~ The City is hereby expressly made a third party beneficiary of the following provisions of this Declaration: (1) that portion of Paragraph 2 A which states "The Owners of Lots, 5, 6, 7, and 8 as depicted on Exhibit B, and any other portion of the Property that is contiguous to the Easement Area, shall use the Easement Area for vehicular ingress and egress to and from Bird Drive.", and (2) that portion of paragraph 2C which states "An infrastructure construction plan shall be developed and submitted to the City before the commencement of any work by Declarant".

I. Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

J. Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

K. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

L. Recordation. This Declaration shall be recorded in the office of the recorder of the county in which the Property is located.

M. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Idaho.

EXECUTED as of the day and year first above written.

TBDBV, LLC, an Idaho limited liability company

By: _____

Name:

Title:

BV, LLC, an Idaho limited liability company

By: _____

Name:

Title:

The Glenn H. Hamilton Trust u/a/d

By: _____

Christine Hamilton, Trustee

State of Idaho)
) ss.
County of Blaine)

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of TBDBV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that _____ executed the same in said limited liability company name.

Notary Public for Idaho
Residing at _____
My Commission expires _____

State of Idaho)
)ss.
County of Blaine)

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared CHRISTINE HAMILTON, known or identified to me to be the Trustee, or one of the Trustees of the Glenn H. Hamilton Trust under trust agreement dated _____, 19____, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

State of Idaho)
) ss.
County of Blaine)

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of BV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that _____ executed the same in said limited liability company name.

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT A - DESCRIPTION OF EASEMENT AREA

EXHIBIT B – MAP OF THE EASEMENT AREA

received 9/22/14

COPY

LAWSON LASKI CLARK & POGUE, PLLC
ATTORNEYS AT LAW

Edward A. Lawson
eal@lawsonlaski.com

675 SUN VALLEY ROAD, SUITE A
POST OFFICE BOX 3310
KETCHUM, IDAHO 83340
TELEPHONE: 208-725-0055
FACSIMILE: 208-725-0076
WWW.LAWSONLASKI.COM

September 22, 2014

Via Email Only

Planning & Zoning Commissioners
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Re: Application To Vacate Wick Strasse Street
Our File No. 11271

Dear Commissioners:

Please consider this a supplement to the Application to Vacate Wick Strasse Street ("Application") made on January 22, 2014. The information below was provided to Staff at a meeting held in the City offices on June 17, 2014 and followed up with a July 31, 2014 letter from me in which was enclosed a Special Declaration which we believed addressed the Staff's concerns. It was only upon receipt of the Staff Report on Friday, September 19, 2014 that we realized that the information was not understood or was considered deficient.

What is critical to understanding this Application is that all of the adjoining property (that is, Lots 5, 6, 7, and 8) is owned by the Applicant. Further, the Applicant is responsible for addressing every conceivable issue associated with installing the private right-of-way and providing the water, sewer, power and other utilities needed to develop any of the four lots prior to the issuance of a building permit by the City. The Special Declaration submitted on July 31, 2014 was intended to memorialize these obligations. Never receiving any comment on the Special Declaration we assumed it met with Staff's approval. It is apparent, however, from a reading of the Staff Report that Staff feels a description of the event triggering the obligation to install the right-of-way and utilities is needed. Toward that end, "redlined" and "clean" drafts of the Supplemental Declaration are submitted herewith adding such a provision. By requiring the installation of the right-of-way and utilities before a building permit issues any concern for the general public is sufficiently addressed

In addition, to the requirements set forth in the Special Declaration the City has the right to refuse to issue a building permit for a single family residence on any of the lots if the access

Commissioners
September 22, 2014
Page 3

8. Exhibit B to the Special Declaration illustrates the outcome of the vacation.

Thank you for your attention to this Supplement to the Application. We look forward to discussing this with you at the meeting tonight.

Sincerely,

LAWSON LASKI CLARK & POGUE, PLLC

A handwritten signature in black ink, appearing to read "E. Lawson", written in a cursive style.

Edward A. Lawson

Encl: (1)
Pdf (w/encl): client
G. McClure

binding upon and shall inure to the benefit of Declarant, and its heirs, executors, administrators, personal representatives, successors, and assigns.

2. EASEMENTS.

A. Right of Way. Declarant, Owners and their Permittees (defined below), shall have in common with all others entitled to the use of the same, a nonexclusive, perpetual easement for the passage of vehicles over, across and upon the street, road, and parking area of the Property described in Exhibit A attached hereto and depicted on the map attached hereto as Exhibit B-1 and described in Exhibit 2 attached hereto ("Easement Area") as the same may from time to time be constructed and maintained for such use; and for the passage and accommodation of pedestrians over, upon and across the Easement Area as the same may from time to time be constructed and maintained for such use. For purposes of this provision the term "Permittees" includes all persons from time to time entitled to the use and occupancy of any portion of the Property or any portion thereof under an ownership right or pursuant to a lease, sublease, license, concession or other similar agreement, and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, and subtenants, of any of the foregoing persons.

B. Utility Lines and Facilities. Declarant and Owners shall have a nonexclusive easement under, through and across the Easement Area for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains, cable television and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Property).

C. Declarant's Responsibility for Improvements. Declarant shall construct and install the right-of-way described in paragraph A and the utility lines and facilities described in paragraph B, before the issuance by the City of Ketchum, Idaho of a building permit for any improvement on the Property. As an incident of such work the well house on Lot 1 shall be removed. Declarant shall bear all costs related to the installation, operation, maintenance, repair and replacement of such right-of-way and utility facilities located in the Easement Area, shall repair to the original specifications any damage resulting from such use and shall provide as-built plans for all such improvements and facilities to the Owners within thirty (30) days after the date of completion of construction of same. An infrastructure construction plan shall be developed and submitted to the City before the commencement of any work by Declarant.

3. MAINTENANCE AND INSURANCE.

A. Maintenance Director. The Owners hereby appoint the Owner of Lot ____, as Maintenance Director of the Easement Area from and after the Effective Date. The Owners of at least _____ (____) Lots may remove the Maintenance Director upon written notice to the Owners of the remaining Lots, in which event the Owners of a majority of the Lots shall appoint another person to be the Maintenance Director (sometimes referred to herein as the "Successor

furnished to the Owners by the Maintenance Director within ten (10) days after the Maintenance Director's receipt thereof, and the Maintenance Director shall award the pertinent contract to the lowest bidder, unless the Maintenance Director obtains the Owners' prior written consent to award the contract to a higher bidder. The foregoing bid items and amounts shall be integrated into the pertinent budget.

Prior to January 1 of each year, the Maintenance Director shall submit to each Owner, for such Owner's review and approval, a proposed annual budget for Easement Area Expenses ("Budget") covering the applicable Budget year, together with a copy of the bids required herein and any backup materials reasonably requested by any Owner. The Budget may provide for a Service Charge (as defined below). Each Owner shall, within thirty (30) days after receipt of the Budget, deliver written notice of its approval or disapproval of the Budget to the Maintenance Director ("Budget Approval Notice"). In the event an Owner fails to deliver written notice, such Owner shall be deemed to have approved of the Budget.

Notwithstanding anything herein to the contrary, an Owner shall not be obligated to reimburse the Maintenance Director for any Expense Item which is not part of the Budget except: (i) emergency expenses in accordance with paragraph 3D, (ii) unforeseen or extraordinary expenses in accordance with paragraph 3E, and (iii) necessary expenditures over which the Maintenance Director has no control (such as utility rate increases or extraordinary demand created by forces of nature and governmentally regulated services).

D. Emergency Expenses. If the Maintenance Director is required to incur an expense for the emergency repair or replacement of any portion of the Easement Area, which expense has not been set forth in an approved Budget, then each Owner shall pay its pro rata share of such expense provided that the Maintenance Director has given each Owner the best and earliest notice of the same that is feasible under the circumstances. For purposes of this paragraph, an "emergency" necessitating repair or replacement shall be one which presents an imminent threat or danger of harm to person or property.

E. Unforeseen or Extraordinary Expenses. If the Maintenance Director reasonably deems it necessary to incur an unforeseen or extraordinary expense (which is not on an emergency basis) for the repair or replacement of any portion of the Easement Area, which expense has not been set forth in an approved Budget, the Maintenance Director shall request written approval of such expenditure from the Owners as far in advance of such repair or replacement as is reasonably possible, and such approval shall not be unreasonably withheld or delayed. Any such item which is approved by the majority of the Owners shall be considered a reimbursable expense provided, however that if requested by any Owner, the Maintenance Director shall follow the bidding procedures set forth in paragraph 3C with regard to such item and the lowest bid therefore shall be utilized in the Budget.

F. Service Charge. The Maintenance Director may, subject to the provisions hereof, charge a maximum service charge of _____ percent (___%) of all out-of-pocket expenses incurred by the Maintenance Director in performing the services described in paragraph 3B to cover management and administration costs ("Service Charge"). Notwithstanding the foregoing,

A. Failure to Pay Easement Area Expenses. In the event any Owner fails or refuses to pay when due its share of any bill for the Easement Area Expenses (including the Service Charge), which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner by the Maintenance Director or other person paying the expense (including the Service Charge) of the defaulting Owner ("Curing Party") for reimbursement plus interest. Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) the rate five percent (5%) above the reference rate of interest charged from time to time to corporate borrowers of the highest credit standard by Bank of America (the lesser rate being hereinafter referred to as the "Default Rate"). Furthermore, the Curing Party shall have a lien on the defaulting Owner's Lot for the amount of said expenses (including the Service Charge) plus accrued interest as set forth above; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Lot until ten (10) days after such dispute is settled by final court decree or mutual agreement and payment thereof to the Curing Party has not been made.

B. Failure of Owner to Perform. In the event any Owner fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Owner is diligently proceeding to rectify the particulars of such failure.

C. Attorneys' Fees. In addition to the foregoing, in the event any person initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) as determined by the court in the same or a separate proceeding.

D. No Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

E. Remedies. In addition to the remedies set forth in this Agreement, each person entitled to enforce this Agreement shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

C. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

D. Notices. All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address shown on the then current real property tax rolls of the county in which the Property is located. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

E. Waiver. The failure of any Owner to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms and provisions contained herein by the same or any other person.

F. Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

G. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

H. Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

I. Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

J. Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

State of Idaho)
) ss.
County of Blaine)

On this ____ day of _____, 2014, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be a member of TBDBV, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that _____ executed the same in said limited liability company name.

Notary Public for Idaho
Residing at _____
My Commission expires _____

| EXHIBIT A4 - DESCRIPTION OF EASEMENT AREA ~~MAP OF THE PROPERTY~~

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

(Space Above Line For Recorder's Use)

**DECLARATION OF SPECIAL COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the ____ day of _____, 2014, by Christine Hamilton, Trustee of the GLENN H. HAMILTON TRUST under agreement dated _____ BV, LLC, an Idaho limited liability company and TBDBV LLC, an Idaho limited liability company (collectively, "Declarant", and any subsequent owner of any portion of the Property [defined below] collectively being referred to herein as "Owners").

Declarant is the current owner of the real property in the City of Ketchum, Idaho ("City"), commonly known as Condominium Units A, B, C, D and E, as shown on the Condominium Map of Salzburg Bavarian Condominiums, recorded as Instrument No. 200205, and as defined and described in the Condominium Declaration for Salzburg Bavarian Condominiums recorded as Instrument No. 339628, records of Blaine County, Idaho ("Condominiums"), and Lots 1, 6, 7 and 8 of Bavarian Village Subdivision, according to the official plat thereof, recorded as Instrument No. 139821, records of Blaine County, Idaho ("Lots", respectively and together with the Condominiums, collectively the "Property").

Declarant has received or is about to receive approval from the City for the vacation of Wick Strasse street and desires to place certain special and limited restrictive covenants upon, and to create certain non-exclusive easements over and across, the Property to promote orderly development effective upon the recordation of the City ordinance vacating said Wick Strasse street ("Effective Date").

1. IMPOSITION OF COVENANTS.

A. Declaration. To accomplish the purposes and intentions recited above, Declarant hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

B. Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be

Clean Draft

Director (said other Owner also being included with the definition of "Successor Maintenance Director").

B. Maintenance. Commencing on the Effective Date the Maintenance Director shall, except as hereinafter provided, maintain the Easement Area and any improvements thereon at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

1. Maintaining, repairing, and resurfacing, when necessary, all vehicular and pedestrian surfaces in a level, smooth and evenly covered condition with the type of material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;
2. Removing all snow, papers, debris, filth and refuse and thoroughly raking the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
3. Maintaining, repairing and replacing, when necessary, all signs and markers;
4. Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when necessary, automatic landscape sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;
5. Maintaining, repairing and replacing, when necessary, all fencing;
6. Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Maintenance Director shall give prior written notice to the other Owners of its appointment of a third party to perform any of the services described herein and shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Agreement and for the performance by any such third party or parties of such services.

C. Reimbursement of Maintenance Director/Budget Basis. The Maintenance Director shall contract and pay for all of the items set forth in Paragraph 3B herein (the expenses therefore sometimes collectively being referred to as "Easement Area Expenses"), on a budget basis, pursuant to (and subject to) the provisions of paragraphs 3C and 3D. All contracts entered into by the Maintenance Director for the services described herein (sometimes referred to as "Maintenance Contracts") shall be made expressly assignable to a Successor Maintenance Director or the Consenting Owners if no Successor Maintenance Director exists. A copy of all Maintenance Contracts shall be distributed to any Owner requesting the same.

Prior to October 31 of each year, the Maintenance Director shall put all contracts for Easement Area maintenance work out to bid. Thereafter, the names of the bidding contractors or companies, the specifications and the amount of their respective bids shall be furnished to the Owners by the Maintenance Director within ten (10) days after the Maintenance

1. The Service Charge shall not exceed _____ Dollars (\$_____) for any item of Easement Area maintenance without the Consenting Owners' prior written approval, and
2. If the Maintenance Director contracts with a management company ("Management Company"), then the Maintenance Director shall not be entitled to a Service Charge. The fee of the Management Company shall be a reimbursable expense and the Easement Area expenses shall not include any costs incurred by the Maintenance Director or its agent for office overhead or compensation of its employees except to the extent included in the Service Charge.

G. Billing for Expenses. Beginning on the first day of February each year and continuing on the first day of each calendar month thereafter, the Owner of each Lot (or its respective tenants or agents, as it may direct) shall pay to the Maintenance Director such Owner's monthly proportionate share of the total Easement Area Expenses, as set forth in the approved Budget. The first of such payments shall include such Owner's pro rata share of the Budget amounts for the period between the Effective Date and the first day of the first calendar month of the first Budget period, calculated on a per diem basis for those days. Within ninety (90) days after the end of the calendar year, the Maintenance Director shall send to each Owner a written statement of the total Common Area Expenses actually paid by the Maintenance Director during said Maintenance Budget Year ("Actual Expenses") and the difference between said Owner's pro rata share of the Actual Expenses and the sum of all the monthly payments made by each Owner relative to said Maintenance Budget Year ("Reconciliation Statement"). The Reconciliation Statement shall be accompanied by complete copies of invoices, statements and documents supporting the expenses covered by said statement (collectively, "Backup Invoices"). The Maintenance Director shall, within fifteen (15) days after receipt of an Owner's written request, provide to such Owner such additional documentation as the Owner reasonably requests to substantiate the expenses (sometimes referred to herein as "Additional Documentation"), and such Owner's obligation to pay any invoice submitted by the Maintenance Director in the Reconciliation Statement shall be contingent upon its receipt of said Additional Documentation. The Owners and the Maintenance Director shall, within thirty (30) days after the Maintenance Director submits the Reconciliation Statement to the Owners, make such adjustments and payments as necessary so that the Maintenance Director receives the entire amount (but no more) of each Owner's proportionate share of the Actual Expenses for the applicable Maintenance Budget Year. The proportionate share of the total Easement Area expenses to be borne by each Owner shall be the percentage obtained by dividing the number of Lots owned by each Owner by the total number of Lots.

H. Inspection of Records. Any Owner may, upon not less than ten (10) days' prior written notice to the Maintenance Director, inspect the Maintenance Director's records for all Easement Area maintenance and insurance expenses incurred during the preceding calendar year at such location reasonably designated by the Maintenance Director at any time during reasonable business hours within one (1) year after the end of said calendar year.

I. DEFAULT.

F. Lien for Expenses or Taxes. The lien provided for in Paragraph 4A shall only be effective when filed for record by the Curing Owner or Curing Party as a claim of lien against the defaulting Owner in the office of the recorder of Blaine County, Idaho, signed and verified, which shall contain at least: (1) an itemized statement of all amounts due and payable pursuant hereto; (2) a description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien; (3) the name of the defaulting Owner; and (4) the name and address of the Curing Owner or Curing Party. The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5. RESPONSIBILITY IF NO MAINTENANCE DIRECTOR.

In the event there should at any time cease to be a Maintenance Director, each Owner shall be responsible for the maintenance of the Easement Area according to the standards herein enumerated. In the event any Owner defaults in the performance of such obligations, any other Owner may cause the performance of the obligations of the defaulting Owner and bill the defaulting Owner for the expenses incurred. In such event, the provisions and remedies of Paragraph I shall apply. If there is no Maintenance Director, each Owner shall indemnify, defend and hold harmless the other Owners and occupants of all other Lots from and against any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever, for injury to or death of any person or damage to any property resulting from the willful misconduct or negligent act or omission of the indemnifying Owner, its agents, contractors or employees.

6. MISCELLANEOUS PROVISIONS.

A. Modification or Termination. This Declaration may be modified or terminated, in whole or in part, only with the consent of all of the Owners and then only by written instrument duly executed and acknowledged by all of the Owners and recorded in the office of the recorder of the county in which the Property is located. No modification or termination of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination. Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Lot shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Lot shall agree among themselves and designate in writing to the Owners of each of the other Lots a single person who is entitled to cast the vote for that Lot. If the Owners of any such Lot cannot agree who shall be entitled to cast the single vote of that Lot, or if the Owners fail to designate the single person who is entitled to cast the vote for that Lot within thirty (30) days after receipt of request for same from any other Owner, then that Lot shall not be entitled to vote. In the event a Lot is not entitled to vote, its consent or approval shall not be necessary and shall be disregarded.

B. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public,

K. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

L. Recordation. This Declaration shall be recorded in the office of the recorder of the county in which the Property is located.

M. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Idaho.

EXECUTED as of the day and year first above written.

TBDBV, LLC, an Idaho limited liability company

By: _____

Name:

Title:

BV, LLC, an Idaho limited liability company

By: _____

Name:

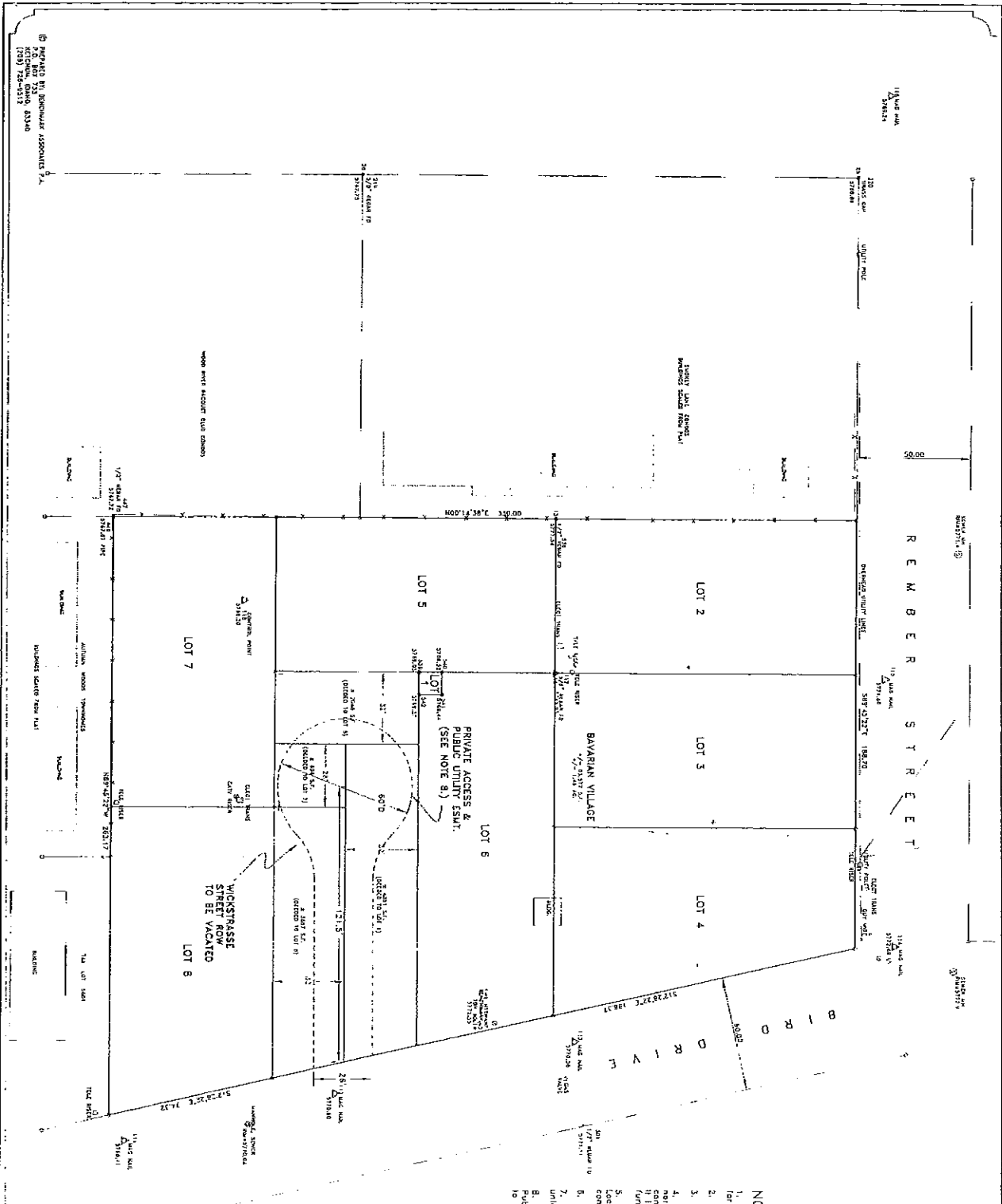
Title:

The Glenn H. Hamilton Trust u/a/d

By: _____

Christine Hamilton, Trustee

EXHIBIT A - DESCRIPTION OF EASEMENT AREA



WICK STRASSE VACATION EXHIBIT

LOCATED WITHIN:
 SEC. 13, T4N, 37E, B.M. BLAKE COUNTY, OREGON.
 PREPARED FOR: BOB LANGRISH
 DATE: 07/26/11
 PROJECT NO.: 1231 (PLAN: 1231) (CADDING: 1231) (REVISIONS: 01, 02, 03)

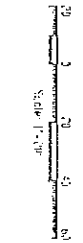
RIGHT-OF-WAY TO BE DEEDED TO ADJOINING LOTS

EXHIBIT B

LEGEND:

---	PROPERTY BOUNDARY
---	ROAD
---	OPENED VACANT LOTS
---	LOT LINE (DIMENSIONS)
---	ADJACENT LOT (SEE NOTE 4)
---	WALLS TO BE CONSTRUCTED
---	WALLS TO BE REMOVED
---	26.00' ROAD
---	17.00' ROAD
---	WALL

- NOTES:**
1. Refer to the original plat of BAYARIAN VILLAGE SUBDIVISION for restrictions and conditions affecting this property.
 2. Boundary lines and easements shown herein are per plat.
 3. A Title Search has not been performed.
 4. A Title Policy has not been submitted to Government Associates, nor has a Title search been requested. Certain information contained within said policy may not appear on this map.
 5. It is the responsibility of the owner or agent to request or furnish said information.
 6. Utilities shown herein are per surface evidence only. Location of underground utilities and services should be confirmed prior to excavation or drilling.
 7. Easements from NOD 28.
 8. Building walls shown herein are outside face of building unless otherwise noted.
 9. A 26' (not wide and 60' (not diameter) Private Access and Public Utility Easement is shown from Lots 5, 6, 7 & 8 to benefit Lots 2, 3, 4 & 9 as shown herein.



LAWSON LASKI CLARK & POGUE, PLLC
ATTORNEYS AT LAW

Edward A. Lawson
eal@lawsonlaski.com

675 SUN VALLEY ROAD, SUITE A
POST OFFICE BOX 3310
KETCHUM, IDAHO 83340
TELEPHONE: 208-725-0055
FACSIMILE: 208-725-0076
WWW.LAWSONLASKI.COM

July 11, 2014

Via Email & US Mail

Ms. Joyce Allgaier, AICP
Planning Manager
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Re: Application To Vacate Wick Strasse Street
Our File No. 11271

Dear Joyce:

Thank you for meeting with Dennis Hanggi, Garth McClure and me yesterday.

As promised, I am delivering with this letter a copy of the Declaration of Special Covenants, Conditions and Restrictions which would be recorded to maintain legal access to the properties now served by Wick Strasse street upon its vacation.

As discussed, with you and Brian Christiansen the Applicant has not finalized its plans for the Properties accessed by Wick Strasse. However, we do not believe it is necessary to present any finalized design or engineering plans for this vacated land area as part of the vacation application. The basic premise is that the vacation of Wick Strasse will not prejudice any legitimate public interest of the City. Specifically, any issues (we don't know of any) concerning the adequacy of water and sewer service will not be affected by the vacation. All such concerns can and would be addressed if and when a building permit is sought.

In the absence of written assurance from the City to improve and maintain this street, Owners' lots are not saleable to a potential 3rd party Buyer. The Declaration of Special Covenants provides assurance to current and future owners that the Easement Area will continue to provide well maintained legal access to their properties.

Hopefully, we have adequately addressed your concerns and you will proceed to put the matter on the Planning and Zoning Commission's agenda.

Sincerely,

Ms. Joyce Allgaier
July 11, 2014
Page 2

LAWSON LASKI CLARK & POGUE, PLLC

A handwritten signature in black ink, appearing to read "E. Lawson", written in a cursive style.

Edward A. Lawson

Encl: (1)
Pdf (w/o encl):client

Attachment B.
Correspondence from the public for the Planning and Zoning Commission's
September 22, 2014 public hearing.

No comment has been received for the City Council hearing.

- Cheryl Concannon, email, 9/11/14
- Clyde Holt, email, 9/11/14
- Elizabeth Insinger, email, 9/12/14

Rachel Martin

Subject: FW: Wick Strasse Street hearing

From: concannon1883@aol.com [mailto:concannon1883@aol.com]

Sent: Thursday, September 11, 2014 8:29 PM

To: Joyce Allgaier

Subject: Wick Strasse Street hearing

Joyce,

Recently I received a certified letter from the City of Ketchum with a letter of public notice regarding the vacation of Wick Strasse Street on September 22.

As there was no map provided by the city and I'd not heard of the street, I called the city. Apparently the exclusion of a map was an oversight. Upon further inquiry, I discovered that the mystery street was directly across Bird Drive from my home.

Imagine my surprise to learn that the city held an easement on property when I knew owners had maintained the land for years.

I wholeheartedly support the city vacating the Wick Strasse Street easement. I would love to see more appropriate use of the land that the neighborhood might welcome.

I call it the 'road to nowhere'. Due to existing housing on several sides of the easement, no practical use of the easement area could be imagined, as long as it exists.

Furthermore, I believe the entire neighborhood surrounding the easement would welcome vacating it if they knew where it was located.

Respectfully,

Cheryl Concannon

Rachel Martin

Subject: FW: street closing petition for Wick Strasse Street

From: Clyde Holt [<mailto:Clyde.Holt@smithmoorelaw.com>]

Sent: Thursday, September 11, 2014 12:56 PM

To: Joyce Allgaier

Cc: 'Elizabeth Holt'

Subject: street closing petition for Wick Strasse Street

Dear Joyce,

Thank you for returning my phone call and the copy of the map which was not contained in the original notice. As you know, my wife and I own and reside at 148A Bird Drive, abutting the former Bavarian village apartments. We have no opposition and in fact support the closing of Wick Strasse Street and trust you will so inform the Mayor and Council. We are in contact with the current owners of the property and support their long range efforts to redevelop the site for market rate housing complementing the existing homes on Bird Drive immediately to the north and south.

IRS CIRCULAR 230 NOTICE: To ensure compliance with the requirements of IRS Circular 230, we inform you that any U.S. tax advice contained in this communication or attachment hereto is not intended or written to be used and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code or for promoting, marketing or recommending to another party any transaction or matter addressed in this communication or attachment.

Rachel Martin

Subject: FW: Wick Strasse - West Ketchum

From: Elizabeth Insinger [<mailto:insingerl@comcast.net>]
Sent: Friday, September 12, 2014 9:59 AM
To: Joyce Allgaier
Cc: 'Liz Insinger'
Subject: Wick Strasse - West Ketchum

Hello Joyce,
My husband and I live in West Ketchum at 301 Williams St. We are writing to let you know that we support the application to vacate Wick Strasse and hope the City will approve the application.

Thank you,
Elizabeth Insinger
Ted King



City of Ketchum

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

November 17, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Support the Efforts of Snow Riders International Urging the Environmental Protection Agency (EPA) to Develop a Clean Power Plan to Protect Snowsports and Snow Reliant Communities

Introduction/History

Representatives of Snow Riders International contacted Mayor Jonas and asked the City of Ketchum to send a letter to the EPA urging finalization of the Clean Power Plan. The Plan would impose the first-ever federal limits on climate change pollution from power plants. Carbon pollution is the leading cause of climate change which causes decreased snowpack in mountain communities.

Current Report

The proposed letter is attached for Council review and approval. By submitting this letter, the City of Ketchum joins other mountain communities such as Durango Colorado in urging the EPA to adopt the Plan. The goal of Snowriders International is to gather a diversity of voices from towns to businesses to professional athletes and ski areas in urging approval of the Plan. Currently, the letter is under review by Jackson Wyoming, Alta and Crested Butte Colorado, and Anchorage Alaska. In addition to mountain towns, others who support this letter include Skiing Magazine and Big Wood Ski from Sun Valley, Pro-Freeskier McKenna Peterson, Pro-Skier Pip Hunt, Mt. Bachelor in Oregon, Copper Mt in Colorado, Killington in Vermont, Deer Valley in Utah, and Mt. Abram in Maine.

Financial Requirement/Impact

There is no financial impact resulting from this recommendation.

Recommendation

Staff recommends the City Council authorize preparation of a letter urging EPA adoption of the Clean Power Plan.

Recommended Motion

I move to support preparation of attached letter to the EPA.

Sincerely,

Suzanne Frick
City Administrator

Attachment: Proposed Letter and Background Material

Ms. Regina McCarthy
William Jefferson Clinton Federal Building, Room 3000
1200 Pennsylvania Avenue, NW
Washington, DC 20460-0001

Attn: Docket ID: EPA-HQ-OAR-2013-0602

Dear Administrator McCarthy,

We are writing to thank you for proposing the Clean Power Plan to place the first-ever federal limits on global warming pollution from power plants. We urge you to finalize the strongest rule possible to protect snowsports and our snow-reliant communities.

Global warming is no longer a threat for the distant future – its impacts can be seen today on mountain slopes across the world. Unaddressed, these impacts will have serious consequences for the world of winter sports and mountain recreation. Limiting carbon pollution from power plants, the nation’s leading source of global warming pollution, is a critical step in addressing climate change and protecting winter sports from simply melting away. We simply cannot afford the consequences of inaction, or inadequate action.

We, the winter sports and mountain recreation enthusiasts of America, have a lot to lose from the effects of global warming. We are now watching our mountains – the home of centuries of tradition – warm into uncertainty. At the current rate of warming, there might not be any skiing or snowboarding in the United States in 80 years. According to the International Panel on Climate Change, winter is now 20 days shorter than it was in the 1970’s, decreasing at a rate of five days per decade.¹ That’s why waiting any longer to address global warming is simply not an option.

Not only is our way of life at risk, but so are entire state and local economies. Unpredictable winters and decreasing winter snowpack have already cost the winter sports world more than \$1.07 billion since 1999.²

These problems don’t end on the slopes. Drought, floods, wildfires and damaged ecosystems are hurting the mountain recreation community. Hunters, anglers, kayakers and many more all depend on a steady snowpack and a stable climate to support game migrations, strong rivers and healthy forests.

Artificial snow and skiing on grass won’t save our communities or our way of life, but saving winter by cutting global warming pollution will. Please do the right thing and enact the strongest rule possible – strong enough to protect snowsports and our way of life here in the U.S. and all around the world.

We are counting on you. Thank you.

Sincerely,

¹ http://www.climatechange2013.org/images/uploads/WGIAR5_WGI-12Doc2b_FinalDraft_All.pdf

² <http://www.nrdc.org/globalwarming/files/climate-impacts-winter-tourism-report.pdf>

o: 208.726.7801 | f: 208.726.7812

NJonas@KetchumIdaho.org | www.KetchumIdaho.org

On Oct 13, 2014, at 2:43 PM, Carolina Van Horn
<Carolina@snowridersinternational.org> wrote:

Mayor Jonas,

As you know better than almost anyone, many mountain communities depend on good snowpacks for their survival. But as a result of climate change, cities, towns and communities that depend on snow will see this snowpack diminish and with that will experience dramatic changes to the way of life in these special places, including major changes to the economies.

While climate change is a problem that none of us can address on our own, we at Snowriders International believe that the snowsports community - from recreational riders to pro athletes and from mountain towns to ski areas to local businesses - has a unique, important and powerful voice to contribute.

Right now, we are working on a campaign to urge the EPA to finalize the Clean Power Plan, which will impose the first-ever federal limits on climate change pollution from power plants. It is critical that the EPA hears from the local decision makers in mountain towns across the country on this issue so that they know they have support from local governments and are being counted on to help ensure that we have deep snowpacks and the vibrant communities and economies that rely on them, not just for now but for generations to come. That is why I am asking you to sign on to our coalition letter, on behalf of your town, urging the EPA to finalize the Clean Power Plan without letting it get weakened.

I am happy to send a copy of the letter at your request and, of course, if you have any questions please don't hesitate to ask.

Sincerely,
Carolina Van Horn

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Carolina Van Horn

Campaign Organizer
Snowriders International
(c) 530-848-6088
www.snowridersinternational.org

Snowriders International is an organization of skiers, boarders, and mountain recreation enthusiasts. We are dedicated to the promotion of winter sports and protection of the environment across the globe through service, education, research, and advocacy.

- **JOIN COMMUNITY**
- MISSION
- PROGRAMS
- CONTACT



POWDER, NOT POWER PLANTS!

TELL THE EPA TO PROTECT SNOWSPORTS AND MOUNTAIN RECREATION

The EPA and the president have acknowledged that carbon pollution is the leading cause of climate change. Shorter, more erratic winters and decreasing snowpack are threatening our way of life as skiers, snowboarders, and mountain recreation enthusiasts.



So the time to act is now.

Luckily, the Environmental Protection Agency has proposed the Clean Power Plan limiting carbon emissions from new and existing power plants. This is a big first step, but big polluters and their allies in Congress are doing everything in their power to weaken and water down this plan. That's why we need to speak up now.

By submitting a public comment to the EPA today, your voice will be part of the official record. Don't miss the chance to be part of this historical, critical step and fill out your information below to submit a public comment to help reduce global warming pollution.

[Send Message](#)

click for profile

click for profile

click for profile

CURRENT FOUNDING COMMITTEE MEMBERS

Chris Klug – Olympic Snowboarder

Chris Devlin-Young – Four-time Paralympic Winter Games medalist

Ashley Cantrell – City of Aspen Environmental Director

Chris Puckett – former US Ski Team racer

Mark Cole – Executive Director of Aspen Valley Ski and Snowboard Club

Alan Cole – Development and Marketing Director of Aspen Valley Ski and Snowboard Club

Ryan Smalls – former US Ski Team racer

Christy Mahon – first woman to complete winter climb & decent on all 56 14,000 foot peaks in Colorado in one winter season

Danny Brown – Backcountry skier and filmmaker

Bob Ritchie – Aspen realtor and long time local skier

Luky Seymour – Aspen Mountain Club Manager

Marty Franze – Novus Energy

Casey Puckett – Olympic Downhill and Ski Cross racer

Suzanne Leydecker – Community Leader, Aspen, CO

Lisa Baker – Community Leader, Aspen, CO

Susan Fredston-Hermann – National Ability Center Board Member, Park City, UT

Wiley Maple – US Ski Team racer

John Sutor – Aspen Country Day School Headmaster

Michelle Roark – Olympic Skier and Entrepreneur, Denver, CO

Elizabeth Raiberti – Proprietor of Hotel Le Lac Bleu, Meribel, France

Ehlias Louis – former US Ski Team member

Kristen Bertuglia – Sustainability Coordinator, Vail, CO

Lucinda Taylor – former Utah ski racer and instructor, currently in B.C., Canada

Chris George – Social Media Strategist, Top 25 Ski Blog in North America in 2010, Denver, CO

Jeff Olson – two-time winter Olympian, Co-founder and President of Well Nourished Worldwide

Dave Taylor – Vice President of Marketing, Mountain Media

Lauren McDonell – City of Aspen Environmental Initiatives Program Manager

Ashley Caldwell – Olympic Freestyle Skier, 2010 World Cup Rookie of the Year

Peggie Schwarz – Executive Director of Mazamas, Portland, OR

Tom Mooers – Executive Director of Sierra Watch, Nevada City, CA

Ben Anderson – Icelantic Skis Founder, Denver, CO

Dan Abrams – Flylow Co-founder, Seattle, WA

Mike Herring –Community Leader, Park City, UT

L. Hunter Lovins – President of Natural Capital Solutions and author of *Climate Capitalism*

Sandy Dukat – Paralympic Winter Games medalist

Katie Hitchcock – Alpine Ski Racer

Jennie Nevin – Founder of the Green Route and Green Spaces, Denver, CO and NYC

Peter A. Mato – Native of Tanzania, Mt. Kilimanjaro Guide who has led over 600 summit climbs

Carol and Mike Hundert – Mike is the former Director of World Pro Skiing at World Wide Ski Corporation, Los Angeles, CA and Aspen, CO

Paul McDonald – former U.S. Ski Team member

Stefan Ramsbott – Managing Partner, 303 Software, Denver, CO

Matthew Jaffe – Managing Partner, 303 Software, Denver, CO

Steve Frisch – President, Sierra Business Council, Truckee, CA

Jon McCuskey – former ski racer, Santa Barbara, CA

Malcolm Sangster – Co-Founder of Sherpas Cinema, Whistler. B.C.

Doc Sachen – Santa Monica Ski & Sport and the original Doc Ski Haus, Santa Monica, CA

Denny Sachen – Santa Monica Ski & Sport and the original Doc Ski Haus, Santa Monica, CA

Heather and James Lurie – Community Leader and former ski racer, respectively, Denver, CO

Garrett Altmann – Professional freeskiier and contributing reviewer to

Blister Gear Review

Kitt Doucette - Writer and big mountain skier

Andrew McLean - Prolific ski mountaineer who has had first descents on all seven continents

Lynsey Dyer - Big mountain skier and artist

Nikki Hodgson - Corporate Responsibility Coordinator for the Outdoor Industry Association and backcountry skier, Boulder, CO

Doug Phelps - Denver, CO

Julia Ritchie - Sacramento, CA

Wendy Wendlandt - Los Angeles, CA

Zach Polett - Little Rock, AR

Marshall Wright - Los Angeles, CA

Larry Eason - Los Angeles, CA

Erin Egan - Denver, CO

Philip Huffeldt - Denver, CO



City Council

Regular Meeting

~ Minutes ~

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

Monday, November 3, 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 Senior Planner Rebecca Bundy
Ketchum Director of Parks and Recreation Jen Smith

1. CALL TO ORDER

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

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

Councilor Michael David updated the Council on the Ketchum Community Development Corporation and the Ketchum Innovation Center.

i. Discussion of House Bill 546, Idaho Tax Reimbursement Act – Nina Jonas, Mayor.

Mayor Nina Jonas discussed House Bill 546, Idaho Tax Reimbursement Act with the council. There are currently two hoteliers who have applied with the state for tax credits. They will likely be coming back to the city for a monetary match. In the state of Idaho the city can't give money, but there are other non-monetary options. Mayor Jonas requested feedback from the council members.

Councilor Anne Corrock clarified that the money from the URA could be included in the community match.

The consensus of the council is that they would all be on board with a potential match.

b. Communications from Council Liaisons:

ii. Anne Corrock – Ketchum Urban Renewal Agency.

Councilor Corrock announced the Ketchum Urban Renewal Agency has rented out the upstairs space located at 491 Sun Valley Road. Sun Valley Marketing will only have the 200 square feet down below. The Vault space will remain as is for community meeting space.

c. Appointments:**i. Micah Austin, Director of Planning and Building – Nina Jonas, Mayor.**

Mayor Jonas stated that there is one appointment, which is for the Planning Director. There is an ordinance from 1992 which states all department heads are officers, which means they need to be appointed by the council. With the resignation of Planning Director Joyce Allgaier a search was initiated and Micah Austin has agreed to be the new Planning Director.

The council discussed having so many appointed officers for the City. City Attorney Stephanie Bonney said that she does not have any other cities with this many appointed positions. In general the Mayor is the one who is in charge of hiring and firing. By statute, the exceptions to that are the clerk, treasurer and city attorney. Stephanie Bonney's concern is this has been falling through the cracks, the council needs to go back and retroactively appoint these positions for those who were not officially appointed, or amend the ordinance to remove these appointed positions. Mayor Jonas stated no department head has been appointed since City Administrator Ron LaBlanc. Councilor Baird Gourlay requested the discussion be put on a future agenda.

Motion to approve Micah Austin as the Director of the Planning and Building Department.

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

3. COMMUNICATIONS FROM THE PUBLIC.**a. Communications from the public. For items not on the agenda.**

Mickey Garcia commented on the nondiscrimination ordinances.

4. AGREEMENTS AND CONTRACTS.**a. Sun Valley Marketing Contract-Lisa Enourato, Assistant to the City Administrator.**

Lisa Enourato, Assistant to the City Administrator presented the Sun Valley Marketing Alliance Contract. The only change from the previous year's contract is the payment schedule. SVMA will be paid at the end of each quarter rather than at the beginning of each quarter.

The council requested the language be cleaned up to include everything the sales tax revenue may be used for.

Councilor Anne Corrock requested clarification on the performance measurement of 3% increase of tax revenue. Arlene Schieven, Visit Sun Valley, said the 3% is combined for both Ketchum and Sun Valley communities. Visit Sun Valley will try to achieve a range similar to last year and made a conservative forecast. Councilor Baird Gourlay said that 3% is realistic. Councilor Anne Corrock feels there needs to be incentives and measurements to help make future budget decisions.

Mayor Jonas requested information on the metrics that were used to calculate growth. Arlene said Visit Sun Valley sets forecasts based on the prior year's skier visits, hotel nights, visitors, the number of website visits.

Motion to approve the contract for services with Sun Valley Marketing Alliance with the addition of all the uses of the local option tax.

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

- b. Linda Haavik Contract, Interim Planning and Building Director – Suzanne Frick, City Administrator. Suzanne Frick, City Administrator presented the contract to the council. Linda Haavik will provide interim services until Micah Austin comes on board January 5, 2015.

Motion to approve the Contract for Services with Linda Haavik.

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

- c. Ketchum Community Library Lease Agreement – Jen Smith, Director of Parks and Recreation. Jen Smith, Director of Parks and Recreation presented the lease agreement to the Mayor and Council. Councilor Anne Corrock asked for clarification on the building signage. Jen Smith said they are continuing to work on the signage. Lyman Drake, Chairman of the Community Library Board, requested some changes to the agreement including: Section 5. Repairs and Maintenance: changing the second line of the first sentence from “every part there of” to say “the interior”; and in Section 7. Supervision: drop “continual” from the first sentence.

The council agreed on the proposed changes.

Motion to approve for Mayor Jonas’ signature a Lease for the Forest Service Park to the Community Library, Inc. with the amendments discussed.

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

- d. City of Hailey Inter-local Agreement for Tree Inventory and Management Services – Juerg Stauffacher, Parks and Natural Resources Superintendent. Juerg Stauffacher, Parks and Natural Resources Superintendent presented the agreement. Ketchum and Hailey will partner up for tree inventory and related issues. Juerg stated that the goal is to have 90% of the trees inventory in order to plan for the future and avoid surprise expenses.

Juerg clarified that the payment is for hosting the program, managing the software updates, and any problems that come up.

Motion to approve the Inter-local Agreement between the cities of Ketchum and Hailey for Urban Forest Management.

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

- e. Rescind S2o Design and Engineering Change Order #9 for Environmental Assessment Work and Place Contract Amendment #3 for Final Design on Hold – Jen Smith, Director of Parks and Recreation.

Mayor Nina Jonas stated that the reason for this item is due to the BLM decision to have a larger study on the entire scope of the river which will take over a year. Money was received from the Wood River Land Trust for Change order #9 so the City will be giving that money back to the WRLT.

Jen Smith clarified that S2o is on board and understanding regarding the change.

Jen Smith clarified that the city will be receiving a final design invoice from S2o which is for \$5,043.

Motion to approve the rescission of S2o Design and Engineering Change Order #9 for Environmental Assessment work and approve a donation refund of \$27,725.00 for the Wood River Land Trust; and to place a formal hold on the S2o Design and Engineering Contract Amendment #3 for Final Design.

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

- f. Barrow Right-of-Way Encroachment Permit Agreement – Rebecca Bundy, Senior Planner.

Rebecca Bundy, Senior Planner, presented the request for a right-of-way encroachment at 431 Spruce Avenue. The applicant has requested a permit for an existing garage, and an encroachment permit for a roof deck. Neighbors have sent comments opposing the deck overhang encroachment.

Rebecca Bundy, gave the history of the property and the project. Staff recommends the existing building be allowed to continue to encroach in the setback, but not to allow the deck to encroach into the right-of-way.

Council Anne Corrock clarified that staff is recommending they pull the overhang back so that it is flush with the building.

Tom Dabney, the architect commented on their willingness to bring the deck back.

Motion to approve the garage encroachment and deny the deck overhang encroachment of the Right-of-Way Encroachment Permit application by Bob Barrow and authorize the Mayor to sign a Right-of-Way Encroachment Permit agreement with said owner.

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

- g. Bald Mountain Lodge Development Agreement – Rebecca Bundy, Senior Planner.

Rebecca Bundy, Senior Planner stated that on October 20, 2014 the council directed staff to work on an amended development agreement.

Councilor Anne Corrock asked for information regarding the Aspen Company. Rebecca believes it is the Crown Family.

Motion to approve the Bald Mountain Lodge Development Agreement – Third Amendment and authorize the mayor to sign said agreement, and holding the contract until we get the \$1,400.

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

- h.** Diann Craven, Clear Direction, LLC Contract for Leadership Training and Organizational Development – Suzanne Frick, City Administrator.

Suzanne Frick presented the contract with Diann Craven to the council. The cost will be about \$17,000. There is an issue with the contract and the insurance requirement, staff is recommending that council waive the insurance requirement.

Councilor Jim Slanetz clarified that Micah will participate in this effort before he comes on board.

Councilor Anne Corrock thought Suzanne would be taking charge of this as the City Administrator.

Suzanne clarified that the top executive team would be the department heads and the managers underneath them, then they would engage all the staff. They will be talking about the culture of the organization and work to bring everyone together as a team.

Diann Craven commented that it is difficult for someone internal to do this work.

Councilor Anne Corrock requested clarification of the role of the elected officials. Suzanne said this is an internal organization effort and does not currently include elected officials.

Councilor Corrock believes the work could be done internally.

Motion to approve the contract for services with Diann Craven.

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

- i.** Blaine County Housing Authority Contract for 2015 Scope of Services – Suzanne Frick, City Administrator.

Councilor Baird Gourlay is interested in the Lift Tower Lodge details, and if there is revenue coming from that would the contribution decrease.

Council Jim Slanetz said creating a revenue stream has been challenging, this could be a way for them to generate money. They are currently managing properties with very little revenue stream.

Mayor Nina Jonas clarified that the Lift Tower Lodge has 14 units.

Motion to approve the Contract for services with the Blaine County Housing Authority.

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

5. CONSENT CALENDAR

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

- a. **Approval of minutes: September 2, 2014 and September 15, 2014.**
- b. **Recommendation to approve current bills and payroll summary.**

6. ADJOURNMENT.

Councilor Baird Gourlay motioned to adjourn at 7:02 p.m. Councilor Jim Slanetz seconded , the motion passed unanimously

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	PR1114141	State Withholding Tax Pay Period: 11/14/2014	6,437.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	103114	Health Ins - Employee Pay Period: 10/17/2014	1,077.78-
III-A	PR1114141	Health Ins - Family Pay Period: 11/14/2014	315.66
III-A	PR1114141	Health Ins - Employee + Spouse Pay Period: 11/14/2014	541.96
III-A	PR1114141	Health Ins - Family Pay Period: 11/14/2014	473.49
III-A	PR1114141	Health Ins - Employee + 1 Chld Pay Period: 11/14/2014	40.05
III-A	PR1114141	Health Ins - Employee + 2 Chld Pay Period: 11/14/2014	103.70
III-A	PR1114141	Health Ins - Family Pay Period: 11/14/2014	157.83
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR1114141	AFLAC After-Tax Pay Period: 11/14/2014	178.47
AFLAC	PR1114141	AFLAC Pre-Tax Pay Period: 11/14/2014	754.78
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
NCPERS IDAHO	C3761114	Group Life Insurance Unit C376	64.00
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	103114	Dental Insurance - 1 Child Pay Period: 10/17/2014	23.82-
DELTA DENTAL PLAN OF IDAH	PR1114141	Dental Insurance - 1 Child Pay Period: 11/14/2014	51.96
DELTA DENTAL PLAN OF IDAH	PR1114141	Dental Insurance - Spouse Pay Period: 11/14/2014	334.26
DELTA DENTAL PLAN OF IDAH	PR1114141	Dental Insurance - Family Pay Period: 11/14/2014	785.74
DELTA DENTAL PLAN OF IDAH	PR1114141	Dental Insurance - 2+ Child Pay Period: 11/14/2014	122.28
01-2173-3000 P/R DEDUC PBL--NATIONWIDE			
NATIONWIDE RETIREMENT SOL	PR1114141	Nationwide - 0026904-001 Pay Period: 11/14/2014	13,346.49
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR1114141	Child Support Pay Period: 11/14/2014	269.68
IDAHO STATE TAX COMMISSIO	PR1114141	Garnishments Pay Period: 11/14/2014	112.50
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR1114141	Pioneer Federal Credit Union Pay Period: 11/14/2014	1,800.00
01-2175-1000 P/R DEDUC PBL--UNION DUES			
KETCHUM FIREFIGHTERS LOCA	PR1114141	Union Dues Union Dues Pay Period: 11/14/2014	715.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR1114141	125 Medical Savings Pay Period: 11/14/2014	1,240.90
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR1114141	125 Dependant Care Pay Period: 11/14/2014	650.00
Total :			27,394.15
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	20.97
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	558.19
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	1,705.85
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
CORROCK, ANNE	10/30/2014	Travel Expenses to CAST	1,068.31

Vendor Name	Invoice Number	Description	Net Invoice Amount
COLORADO ASSOCIATION OF S	638	Dinner Meeting - Anne Corrock	50.00
01-4110-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	107.10
Total LEGISLATIVE & EXECUTIVE:			3,510.42
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	26.73
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	197.13
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
CHATEAU DRUG CENTER	1286796	Supplies	6.91
COPY & PRINT, L.L.C.	61284	Office Supplies	8.99
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	1,705.85
UNIFIED OFFICE SERVICES	192211	Office Supplies	95.13
US BANK	10/27/14	Coffee	2.40
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	61155	CONTRACT SUPPORT	783.00
KETCHUM COMPUTERS, INC.	10919	Computer Maintenance	50.00
VALUATIONS NORTHWEST, INC	10/28/14	Appraisal Services	11,610.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
APT US&C	102552	Membership - Katie Carnduff	100.00
ASSOCIATION OF PUBLIC TREA	102457	Membership Dues - Pat Bennett	100.00
ASSOCIATION OF PUBLIC TREA	102536	Membership - Sandra Cady	145.00
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	10/27/14	Travel and Training Expenses for Caselle Conference.	304.88
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1318772695	ACCT. 86467178	923.47
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	304.69
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10901	Computer Maintenance	3,390.00
01-4150-5150 COMMUNICATIONS			
MURRAY, JO	818	Public Relation Services	6,033.20
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	844006	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	844711	ACCT. 960	76.56
IDAHO POWER	2200749261-10	ACCT. 2200749261	1,386.33
IDAHO POWER	2203855230-10	ACCT. 2203855230	94.52
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
ATKINSONS' MARKET	1856-10/14	ACCT. 1856	10.42
SENTINEL FIRE & SECURITY, IN	183603	Battery Backup	95.00
SYSCO	605792054	Coffee	187.06
VIRTUAL it iNC.	6168	VPN Work	1,485.00
SPRAGUE PEST SOLUTIONS	2421689	Pest Spraying at Forest Service House	75.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total ADMINISTRATIVE SERVICES:			29,257.27
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	51329	1536-03 - General	6,676.93
MOORE SMITH BUXTON & TUR	51331	1536-27 - General P&Z	2,364.00
MOORE SMITH BUXTON & TUR	51333	1536-39 - RPP Application	150.00
MOORE SMITH BUXTON & TUR	51335	1536-49 - Fire	25.50
MOORE SMITH BUXTON & TUR	51336	1536-50 - Parks & Recreation	112.50
MOORE SMITH BUXTON & TUR	51337	1536-53 MSSV Lawsuit	4,952.73
Total LEGAL:			14,281.66
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	25.20
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	512.74
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	1,604.65
01-4170-3200 OPERATING SUPPLIES			
US BANK	10/27/14	Coffee	5.39
01-4170-4264 PROF SVC-BALD MOUNTAIN LODGE			
MOORE SMITH BUXTON & TUR	51332	1536-29 Bald Mountain Lodge	150.00
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ATKINSONS' MARKET	1856-10/14	ACCT. 1856	22.12
US BANK	10/27/14	Travel & Training Expenses	667.90
Total COMMUNITY PLANNING/DEVELOPMENT:			2,988.00
CONTRACT FOR SERVICES			
01-4196-4200 PROF.SRVCS-BLM/RIVER PARK			
S2O DESIGN AND ENGINEERING	110310	Design Phase	5,043.00
Total CONTRACT FOR SERVICES:			5,043.00
POLICE			
01-4210-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	.72
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	154.47
Total POLICE:			155.19
Total GENERAL FUND:			82,629.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	8.64
02-4530-3200 OPERATING SUPPLIES			
SUN VALLEY EVENTS	519	Wagon Days Expenses	589.07
02-4530-4200 PROFESSIONAL SERVICES			
SUN VALLEY EVENTS	524	Wagon Days Expenses	301.40
WHITNEY L. MCNEES	032	Grand Marshal Ceremony filming	100.00
JERAL WILLIAMS	090314	Wagon Days Services	350.00
Total WAGON DAYS EXPENDITURES:			1,349.11
Total WAGON DAYS FUND:			1,349.11
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	69.03
04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	814.91
04-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	403.53
04-4310-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-10/14	ACCT. 1856	28.77
KNEADERY	103114	Street Dept. Breakfasts	85.55
TREASURE VALLEY COFFEE IN	2160:03836862	COFFEE	71.75
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	779676	ACCT. 37269	1,456.90
US BANK	10/27/14	Transporting Ore Wagons to SD - Expenses	344.77
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	10/27/14	Transporting Ore Wagons to SD - Expenses	253.55
CAMERON KING	102714	CPR/First Aid Class and Certifications	330.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240120518270	ACCT. 001 2401 205182701	63.20
04-4310-5200 UTILITIES			
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	4.44
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	793268	Supplies	197.68
NAPA AUTO PARTS	793654	Supplies	30.76
RIVER RUN AUTO PARTS	6538-78918	Supplies	53.24
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
BRODY CHEMICAL	374495	Snow Plow Wax	988.99
KENWORTH SALES COMPANY	JERIN1108748	Parts & Supplies	95.77
METROQUIP, INC.	25495	Supplies	322.04

Vendor Name	Invoice Number	Description	Net Invoice Amount
METROQUIP, INC.	25637	Parts & Supplies	675.73
NAPA AUTO PARTS	793891	Supplies	6.98
NAPA AUTO PARTS	793903	Supplies	12.47
WESTERN STATES EQUIPMENT	PC040221040	Parts & Supplies	2,310.20
WESTERN STATES EQUIPMENT	PC040221041	Parts & Supplies	90.18
WESTERN STATES EQUIPMENT	PC040221826	Parts and Supplies	319.07
LACAL EQUIPMENT, INC.	202981	Skid Shoe Casting	294.00
LACAL EQUIPMENT, INC.	204020	Parts & Supplies	154.27
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400366001	ACCT. 241076800	39.78
AMERIPRIDE LINEN	2400367842	ACCT. 241076800	80.00
KETCHUM COMPUTERS, INC.	10903	Computer Maintenance	170.00
NORCO	14523041	ACCT. 53271	94.74
NORCO	14669296	ACCT. 53271	219.48
04-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-918232	Signage	387.78
IDAHO POWER	2205963446-10	ACCT. 2205963446	90.09
04-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315-10	ACCT. 2200059315	5.40
IDAHO POWER	2201013857-10	ACCT. 2201013857	36.73
IDAHO POWER	2201174667-10	ACCT. 2201174667	8.47
IDAHO POWER	2202627564-10	ACCT. 2202627564	22.59
IDAHO POWER	2203027632-10	ACCT. 2203027632	6.09
IDAHO POWER	2204535385-10	ACCT. 2204535385	101.94
IDAHO POWER	2206773224-10	ACCT. 2206773224	12.91
PLATT	F240281	Street Lights	695.00
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
GALENA ENGINEERING, INC.	1318.155	Street Consulting	431.14
IDAHO POWER	2200506786-10	ACCT. 2200506786	9.14
LUNCEFORD EXCAVATION, INC.	5702	Excavation	2,700.00
OHIO GULCH TRANSFER STATI	06-379764	Dump Charges	333.40
OHIO GULCH TRANSFER STATI	06-379768	Dump Charges	340.40
OHIO GULCH TRANSFER STATI	06-380014	Dump Charges	261.30
OHIO GULCH TRANSFER STATI	06-380022	Dump Charges	364.00
OHIO GULCH TRANSFER STATI	06-380060	Dump Charges	136.00
US BANK	10/27/14	Swarco Industry Parts	685.95
US BANK	10/27/14	Catchbasin for Drain	775.00
WALKER SAND AND GRAVEL	14533	Road Materials	416.77
Total STREET:			17,901.96
Total STREET MAINTENANCE FUND:			17,901.96
STREET CAPITAL IMPROVEMENT FND			
STREET CIP EXPENDITURES			
05-4310-7600 STREET EQUIPMENT			
WESTERN STATES EQUIPMENT	MS0406000684	Caterpillar Hammer H65	11,133.00
Total STREET CIP EXPENDITURES:			11,133.00
Total STREET CAPITAL IMPROVEMENT FND:			11,133.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	45.54
10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	323.39
10-4230-2520 WORKMEN'S COMP.PD-ON CALL			
ALL VALLEY AGENCY, INC.	C01535-10/14	Insurance for Volunteers	2,322.25
10-4230-2900 PERFORMANCE AWARDS			
BARRY PETERSON JEWELERS	1-001471	Plaque Engraving	26.00
10-4230-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1841-10/14	ACCT. 1841	52.52
L.N. CURTIS & SONS	3151905-00	Supplies	6.01
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	85.99
RIVER RUN AUTO PARTS	6538-79049	Supplies	1.87
UNIFIED OFFICE SERVICES	192212	Office Supplies	23.87
US BANK	10/27/14	Coffee	.90
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	779674	ACCT. 37267	234.54
US BANK	10/27/14	Travel & Training Expenses	28.64
10-4230-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10921	Computer Maintenance	175.00
VIRTUAL it iNC.	6168	VPN Work	178.75
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	10/27/14	Training & Meeting Expenses - WrapCity	20.12
US BANK	10/27/14	Travel & Training Expenses	106.22
WOOD RIVER FIRE & RESCUE	102614	NFA Class	240.00
YORK'S AUTO SERVICE, DICK	63100	Towing	32.50
10-4230-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
US BANK	10/27/14	FDIC Conference Registration	287.50
10-4230-5100 TELEPHONE & COMMUNICATIONS			
GLOBALSTAR USA	6007440	ACCT. 1.10022032	21.20
VERIZON WIRELESS, BELLEVUE	9733737739	ACCT. 765494480-00001	87.92
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
RIVER RUN AUTO PARTS	6538-78780	Supplies	41.81
RIVER RUN AUTO PARTS	6538-78781	Supplies	7.47
RIVER RUN AUTO PARTS	6538-79045	Supplies	3.95
US BANK	10/27/14	Reflective Tape	862.26
10-4230-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	56983-11/14	DSL	17.14
US BANK	10/27/14	Computer Software and Supplies	167.42
Total FIRE & RESCUE:			5,400.78
Total FIRE & RESCUE FUND:			5,400.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	75.42
14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	656.57
14-4260-2520 WORKMEN'S COMP.PD-ON CALL			
ALL VALLEY AGENCY, INC.	C01535-10/14	Insurance for Volunteers	2,322.25
14-4260-2900 PERFORMANCE AWARDS			
BARRY PETERSON JEWELERS	1-001471	Plaque Engraving	26.00
14-4260-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-430632	Supplies	36.60
ATKINSONS' MARKET	1841-10/14	ACCT. 1841	52.52
BOUNTREE MEDICAL	81577400	Supplies	276.54
BOUNTREE MEDICAL	81583275	Supplies	123.16
BOUNTREE MEDICAL	81586251	Supplies	59.86
MED-TECH RESOURCE, INC.	35043	Fire Gloves	969.42
NORCO	14524847	ACCT. 54794	64.82
NORCO	14636002	ACCT. 54794	101.64
NORCO	14669213	ACCT. 52355	29.76
NORCO	14670160	ACCT. 54794	223.20
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	85.99
RIVER RUN AUTO PARTS	6538-79049	Supplies	1.86
UNIFIED OFFICE SERVICES	192212	Office Supplies	23.86
US BANK	10/27/14	Coffee	.89
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	779674	ACCT. 37267	210.50
US BANK	10/27/14	Travel & Training Expenses	28.64
14-4260-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10921	Computer Maintenance	175.00
VIRTUAL it iNC.	6168	VPN Work	178.75
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	10/27/14	Training & Meeting Expenses - WrapCity	20.12
US BANK	10/27/14	Travel & Training Expenses	106.21
W.R. EMS	58	EmT Class	1,900.00
YORK'S AUTO SERVICE, DICK	63100	Towing	32.50
14-4260-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
US BANK	10/27/14	FDIC Conference Registration	287.50
14-4260-5100 TELEPHONE & COMMUNICATIONS			
GLOBALSTAR USA	6007440	ACCT. 1.10022032	21.20
VERIZON WIRELESS, BELLEVUE	9733737739	ACCT. 765494480-00001	109.29
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1289253	Supplies	22.74
RIVER RUN AUTO PARTS	6538-78530	Supplies	190.30
RIVER RUN AUTO PARTS	6538-78780	Supplies	41.80
RIVER RUN AUTO PARTS	6538-78781	Supplies	7.48
RIVER RUN AUTO PARTS	6538-79000	Supplies	5.94

Vendor Name	Invoice Number	Description	Net Invoice Amount
RIVER RUN AUTO PARTS	6538-79045	Supplies	3.95
14-4260-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	56983-11/14	DSL	17.13
US BANK	10/27/14	Computer Software and Supplies	167.43
Total AMBULANCE SERVICE:			8,656.84
Total AMBULANCE SERVICE FUND:			8,656.84
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	65.97
18-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	1,818.05
18-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	300.00
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	514386-001	Office Supplies	40.94
OFFICE VALUE	515927-001	Office Supplies	84.57
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	19.75
KETCHUM ART'S COMMISSION	111014	Transfer to KAC Trust	500.00
18-4510-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1861-10/14	ACCT. 1861	15.39
CHATEAU DRUG CENTER	1287868	Supplies	52.28
CHATEAU DRUG CENTER	1290372	Supplies	38.60
CHATEAU DRUG CENTER	1290373	Supplies	3.51
OFFICE VALUE	515927-002	Office Supplies	139.99
SYSCO	605698666	Concession & Supplies	139.76
US BANK	10/27/14	Stand Workstation	391.02
KETCHUM ART'S COMMISSION	111014	Transfer to KAC Trust	1,000.00
18-4510-3250 RECREATION SUPPLIES			
KEARNEY, JOHN	102814	Friday Adventure	53.24
US BANK	10/27/14	Child Skate Trainers	157.43
US BANK	10/27/14	Mobile Work Station	285.99
US BANK	10/27/14	Beads	89.67
US BANK	10/27/14	Wristbands - Youth Soccer	158.84
WEBB LANDSCAPING	26094	Garden Supplies	27.57
WEBB LANDSCAPING	26348	Birdseed	39.30
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	1861-10/14	ACCT. 1861	145.93
SYSCO	605698666	Concession & Supplies	320.03
18-4510-3310 STATE SALES TAX-PARK			
STATE TAX COMMISSION	103114	Sales Tax - 10/01/14 - 10/31/14	14.16
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	779675	ACCT. 37268	335.93

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-4200 PROFESSIONAL SERVICES			
CLEAR CREEK DISPOSAL	845001	ACCT. 56339	99.00
CLEAR CREEK DISPOSAL	845002	ACCT. 56339	53.59
CLEAR CREEK DISPOSAL	845003	ACCT. 56339	70.26
CLEAR CREEK DISPOSAL	845004	ACCT. 56339	19.16
CLEAR CREEK LAND CO. LLC	10706	Mobile Storage Rent	70.00
IRISH ELECTRIC	11614	Atkinson Park Heat Tape & Miscellaneous Maintenance	4,023.00
JEFF MINTZ WINDOW CLEANIN	4636	Window Cleaning and Parks & Rec	240.00
KETCHUM COMPUTERS, INC.	10902	Computer Maintenance	355.00
WILRO PLUMBERS LLC	6308	Plumbing Service	50.00
GAIL SEVERN GALLERY	914455	Pickup and Deliver Bench	400.00
KETCHUM ART'S COMMISSION	111014	Transfer to KAC Trust	5,000.00
18-4510-4210 PROFESSIONAL SERVICE-CITY TREES			
ARBOR CARE	31693	Tree Maintenance	550.00
18-4510-4410 ADVERTISING & PUBLICATIONS			
KETCHUM ART'S COMMISSION	111014	Transfer to KAC Trust	1,500.00
18-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
US BANK	10/27/14	ISA Membership for Juerg & Jen	530.00
18-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	10/27/14	Lunch Meeting with Staff	47.31
18-4510-5200 UTILITIES			
IDAHO POWER	2201272487-10	ACCT. 2201272487	31.11
IDAHO POWER	2203538992-10	ACCT. 2203538992	23.41
IDAHO POWER	2206452274-10	ACCT. 2206452274	338.84
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	63.16
INTERMOUNTAIN GAS	807350253157-	Acct. 80735025-315-7	2.06
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
LES SCHWAB	11700189786	New Tires	660.96
RIVER RUN AUTO PARTS	6538-79040	Supplies	3.79
RIVER RUN AUTO PARTS	6538-79091	Supplies	3.79
18-4510-6510 COMMUNITY SPECIAL EVENTS			
NATHAN HUDSON	103114	DJ N8 for Nightmare on Main	300.00
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
PLATT	F450393	Supplies	135.07
US BANK	10/27/14	A/C Cover	39.77
US BANK	10/27/14	Hot Water Dispensor	116.99
KETCHUM ART'S COMMISSION	111014	Transfer to KAC Trust	4,000.00
PETPICKUPS.COM	36692	Bare Bone Mitts	2,193.88
Total PARKS AND RECREATION:			27,158.07
Total PARKS AND RECREATION FUND:			27,158.07
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	7.83

Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	9.12
22-4910-6060 EVENTS/PROMOTIONS			
STAPLETON GROUP SUN VALLE	125	Security for Nightmare on Main Street	400.00
MATT LIMBACH	103114	Nightmare on Main Cleanup	200.00
Total LOCAL OPTION SALES TAX :			616.95
Total LOCAL OPTION SALES TAX FUND:			616.95
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	50.13
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	471.64
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	85.83
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-431949	Supplies	30.76
AMERIPRIDE LINEN	2400367831	ACCT. 241076901	21.41
AMERIPRIDE LINEN	2400367832	ACCT. 241076900	75.85
D AND B SUPPLY	11041-10/29/14	Uniforms -- Acct. 11041	254.96
GO-FER-IT	43030	Shipping Services	13.00
INTEGRATED TECHNOLOGIES	8149	Copier Maintenance	14.93
OHIO GULCH TRANSFER STATI	06-379853	Dump Charges	65.80
TREASURE VALLEY COFFEE IN	2160:03658290	COFFEE	49.75
UNIFIED OFFICE SERVICES	192213	Office Supplies	646.02
UNIFIED OFFICE SERVICES	192347	Office Supplies	17.00
USA BLUEBOOK	478065	Supplies	106.38
63-4340-3400 MINOR EQUIPMENT			
RIVER RUN AUTO PARTS	6538-78213	Supplies	10.59
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	779677	ACCT. 37270	26.65
UNITED OIL	779678	ACCT. 37271	685.18
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E240533	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E240715	Chemicals	288.00
63-4340-4200 PROFESSIONAL SERVICES			
ALPINE TREE SERVICE	20775	Tree Maintenance	600.00
ARBOR CARE	31603	Weed Control	600.00
CASELLE, INC.	61155	CONTRACT SUPPORT	783.00
MAGIC VALLEY LABS, INC.	49685	Testing	66.00
MOORE SMITH BUXTON & TUR	51330	1536-23 - Water	49.50
MOORE SMITH BUXTON & TUR	51334	1536-46 Big Wood Golf Course - Water Rights	100.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	110514	Licnese Renewals for Pat Cooley	120.00
RIVERSIDE HOTEL	2801	Lodging for Kellen Chatterton	387.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	10/27/14	Travel and Training Expenses for Caselle Conference.	38.12
63-4340-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	80.73
VERIZON WIRELESS, BELLEVUE	9733610798	ACCT. 965494438-00001	22.21
VERIZON WIRELESS, BELLEVUE	9733704774	ACCT. 365516521-00001	334.70
63-4340-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10904	Computer Maintenance	140.25
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903-10	ACCT. 2202458903	69.82
IDAHO POWER	2203658592-10	ACCT. 2203658592	9,100.24
IDAHO POWER	2206786259-10	ACCT. 2206786259	45.10
OHIO GULCH TRANSFER STATI	06-379111	Dump Charges	93.50
OHIO GULCH TRANSFER STATI	06-379127	Dump Charges	73.10
OHIO GULCH TRANSFER STATI	06-379136	Dump Charges	58.70
OHIO GULCH TRANSFER STATI	06-379630	Dump Charges	4.80
OHIO GULCH TRANSFER STATI	06-379659	Dump Charges	4.10
OHIO GULCH TRANSFER STATI	06-379662	Dump Charges	15.00
OHIO GULCH TRANSFER STATI	06-379777	Dump Charges	5.90
OHIO GULCH TRANSFER STATI	06-379854	Dump Charges	3.30
OHIO GULCH TRANSFER STATI	06-379961	Dump Charges	18.30
OHIO GULCH TRANSFER STATI	06-380105	Dump Charges	1.00
OHIO GULCH TRANSFER STATI	06-380183	Dump Charges	1.60
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
CLEARWATER POWER EQUIPME	10271406	Snow Plow	5,577.02
SAFETY-KLEEN CORP.	65278872	Parts & Supplies	227.60
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-419440	Supplies	117.30
A.C. HOUSTON LUMBER CO.	14-432771	Supplies	9.54
BOLEN'S CONTROL HOUSE, INC.	S1233740.001	Warm Springs Generator Supplies	73.89
LUTZ RENTALS	42029	Rental Equipement	20.79
PIPECO, INC.	139645	Supplies	24.62
Total WATER EXPENDITURES:			22,023.61
Total WATER FUND:			22,023.61
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7600 MACHINERY AND EQUIPMENT			
KENWORTH SALES COMPANY	JERIN1083487	Supplies	1,444.10
64-4340-7651 WA METERS TO FLAT RATE CUSTMRS			
WILRO PLUMBERS LLC	6296	Service Call	90.00
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	5704	Parts	157.00
LUNCEFORD EXCAVATION, INC.	5705	Transport & Load Debris	252.50
LUNCEFORD EXCAVATION, INC.	5706	Excavation	1,327.93
PIPECO, INC.	140236	Supplies	69.20
Total WATER CIP EXPENDITURES:			3,340.73

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CAPITAL IMPROVEMENT FUND:			3,340.73
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	438797	Administration & Consulting Fees	95.13
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	547.68
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102987	HRA Fees	135.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	28129369-11/1	acct. 28129369	85.83
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400364126	ACCT. 241021000	101.81
AMERIPRIDE LINEN	2400367830	ACCT. 241021000	101.81
AMERIPRIDE LINEN	2400367831	ACCT. 241076901	21.40
FREIGHTLINER OF IDAHO	159055	Parts & Supplies	259.58
GO-FER-IT	43030	Shipping Services	13.00
HACH	9064701	Supplies	378.79
HACH	9072619	Lab Supplies	48.95
INTEGRATED TECHNOLOGIES	8149	Copier Maintenance	14.93
NORTH CENTRAL LABORATORI	345590	Lab Supplies	954.10
OHIO GULCH TRANSFER STATI	06-379853	Dump Charges	65.80
UNIFIED OFFICE SERVICES	190807	Office Supplies	178.15
UNIFIED OFFICE SERVICES	192213	Office Supplies	105.35
UNIFIED OFFICE SERVICES	192347	Office Supplies	16.99
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	386505	ACCT. 37270	4,111.30
UNITED OIL	779677	ACCT. 37270	117.07
65-4350-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E240532	Chemicals	198.00
CHEMTRADE CHEMICALS US LL	90678512	Chemicals	4,536.00
CHEMTRADE CHEMICALS US LL	90679876	Chemicals	5,623.15
65-4350-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	61155	CONTRACT SUPPORT	783.00
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	10/27/14	Travel and Training Expenses for Caselle Conference.	38.11
US BANK	10/27/14	Lodging for Robyn Mattison	146.88
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	48.01
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	80.73
DATATEL	207634	Phone Repairs & Services	169.00
VERIZON WIRELESS, BELLEVUE	9733610798	ACCT. 965494438-00001	100.64
65-4350-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10904	Computer Maintenance	665.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701-10	ACCT. 2202158701	8,549.67
IDAHO POWER	2202703357-10	ACCT. 2202703357	48.20
IDAHO POWER	2206786259-10	ACCT. 2206786259	45.09
OHIO GULCH TRANSFER STATI	06-379111	Dump Charges	93.50
OHIO GULCH TRANSFER STATI	06-379127	Dump Charges	73.10
OHIO GULCH TRANSFER STATI	06-379136	Dump Charges	58.70
OHIO GULCH TRANSFER STATI	06-379630	Dump Charges	4.80
OHIO GULCH TRANSFER STATI	06-379659	Dump Charges	4.10
OHIO GULCH TRANSFER STATI	06-379662	Dump Charges	15.00
OHIO GULCH TRANSFER STATI	06-379777	Dump Charges	5.90
OHIO GULCH TRANSFER STATI	06-379854	Dump Charges	3.30
OHIO GULCH TRANSFER STATI	06-379961	Dump Charges	18.30
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-78300	Supplies	11.31
SAFETY-KLEEN CORP.	64983150	Supplies	157.37
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-426705	Supplies	6.69
A.C. HOUSTON LUMBER CO.	14-431628	Supplies	6.69
A.C. HOUSTON LUMBER CO.	14-431924	Supplies	14.85
ATKINSONS' MARKET	1856-10/14	ACCT. 1856	4.82
CHATEAU DRUG CENTER	1291663	Supplies	8.54
FREIGHTLINER OF IDAHO	CM159055	Credit	129.79-
LUTZ RENTALS	42029	Rental Equipement	20.79
LUTZ RENTALS	42339	Rental Equipement	43.09
NEW YORK BLOWER COMPANY	3070167	Supplies	280.86
PIPECO, INC.	140204	Supplies	19.01
PIPECO, INC.	140335	Supplies	9.67
PLATT	F282632	Supplies	20.94
PLATT	F482330	Credit	69.30-
STANDARD PLUMBING SUPPLY	EDWN60	Parts & Supplies	11.27
TRI-DIM FILTER CORP.	1549983-1	Filters	177.50
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400364126	ACCT. 241021000	17.97
AMERIPRIDE LINEN	2400367830	ACCT. 241021000	17.97
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	28.49
INTEGRATED TECHNOLOGIES	8149	Copier Maintenance	5.27
KETCHUM COMPUTERS, INC.	10904	Computer Maintenance	99.50
PIPECO, INC.	140277	Supplies	15.99
RIVER RUN AUTO PARTS	6538-78949	Battery	149.95
UNIFIED OFFICE SERVICES	192213	Office Supplies	1.78
UNIFIED OFFICE SERVICES	192347	Office Supplies	6.00
UNITED OIL	779677	ACCT. 37270	116.98
VERIZON WIRELESS, BELLEVUE	9733610798	ACCT. 965494438-00001	41.13
Total WASTEWATER EXPENDITURES:			29,756.44
WASTEWATER DEBT SERVICE EXP			
65-4800-8100 DEBT SRVC ACCT PRINCIPAL-2004			
US BANK	788065000-11/	Sewer Revenue Bonds Series 2004	95,000.00
65-4800-8200 DEBT SRVC ACCT INTEREST-2004			
US BANK	788065000-11/	Sewer Revenue Bonds Series 2004	1,638.75

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER DEBT SERVICE EXP:			96,638.75
Total WASTEWATER FUND:			126,395.19
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7804 AERATION BLOWER UPGRADE/REPLAC			
STAR CONSTRUCTION, LLC	1918	Blower Valve	526.40
Total WASTEWATER CIP EXPENDITURES:			526.40
Total WASTEWATER CAPITAL IMPROVE FND:			526.40
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6200 PARK MEMORIAL BENCH/TREES			
SONNTAG RECREATION, LLC	14198	Memorial Bench	1,022.00
Total PARKS/REC TRUST EXPENDITURES:			1,022.00
Total PARKS/REC DEV TRUST FUND:			1,022.00
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8043 JEREMY FRYBERGER-ST DIGGING BD			
FRYBERGER, JEREMY	110314	Refund of Street Digging Bond	5,000.46
Total DEVELOPMENT TRUST EXPENDITURES:			5,000.46
Total DEVELOPMENT TRUST FUND:			5,000.46
Grand Totals:			313,154.79

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Employee Number	Name	Total Gross Amount
5208	OTTESON, JONEY	1,794.70
5210	ARMS, SHARON K	1,642.42
5212	REYES, MARIA RAQUEL	902.48
5214	REYES, MARICRUZ	902.48
5216	NOYES, ROBERT	1,540.69
5218	COYLE, BRENDAN P	1,453.85
5220	PFAU, SYDNEY M	465.13
5222	JOHNS, HEATHER L	748.13
5224	WRIGHT-PULLIAM, KATHRYN J	536.25
5226	MERCHEP, GREGORY M	1,023.00
5228	FLORY, EDMUND L	175.00
5230	BEATTIE, MARIA W	125.00
5232	KEY, DORAN	693.91
5266	TORRES, JAIME	1,240.00
5268	MONEY, SIERRA D	68.25
Grand Totals:		
	71	163,544.14

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Grand Totals:		
	71	163,544.14

<u>Company</u>	<u>Beer</u>	<u>Beer Not to be</u>	<u>Wine Not to</u>		<u>Approved by</u>	
	<u>Consumed</u>	<u>Consumed on</u>	<u>Wine Consumed</u>	<u>be</u>		
	<u>on Premises</u>	<u>Premises</u>	<u>on Premises</u>	<u>Consumed</u>	<u>Council for</u>	
				<u>on Premises</u>	<u>2014-15</u>	
				<u>Liquor</u>		
Cornerstone Bar & Grill	X				X	6/2/2014
Bigwood Bread Café	X		X			6/16/2014
Wonderful House	X		X			6/16/2014
Lefty's Bar & Grill	X	X	X			6/16/2014
Warm Springs Lodge	X				X	6/16/2014
River Run Lodge	X				X	6/16/2014
Wise Guy Pizza	X		X			6/16/2014
Grumpy's	X		X			6/16/2014
Grill at Knob Hill	X				X	6/16/2014
Globus	X				X	6/16/2014
Barbara's Party Rentals, Inc		X		X		6/16/2014
Il Naso	X		X			7/7/2014
The Sawtooth Club	X				X	7/7/2014
Whiskey Jacques	X				X	7/7/2014
Desperados	X		X			7/7/2014
Smoky Mountain Pizzeria Grill	X		X			7/7/2014
nex Stage Theatre	X		X			7/7/2014
Starbucks	X		X			7/7/2014
Thai Cuisine	X	X	X			7/7/2014
Base Camp Warm Springs		X		X		7/7/2014
Lewis Street Snacks		X		X		7/7/2014
Bigwood Golf Course	X		X			7/7/2014
China Panda Chinese Restaurant	X		X			7/7/2014
Ketchum Grill	X	X	X	X		7/7/2014
Taylor'd Events		X		X		7/7/2014
Cristina's Restaurant	X	X	X	X		7/7/2014
Enoteca	X		X			7/7/2014
Rominnas	X		X	X		7/7/2014
Michel's Christiania	X				X	7/21/2014
Sun Valley Wine Company	X	X	X	X		7/21/2014
Velocio	X		X			7/21/2014
Rico's	X		X			7/21/2014
Mama Inez	X		X			7/21/2014
La Cabanita Mex	X		X			7/21/2014
Evergreen Restaurant		X		X		7/21/2014
The Burger Grill	X		X			7/21/2014
Fox Creek Realty	X	X	X	X		7/21/2014
A Taste of Thai	X		X			7/21/2014
Apples Bar & Grill	X		X			7/21/2014
Bigwood Grill	X			X		7/21/2014
Rickshaw	X		X			7/21/2014
La Parrilla Mexican Restaurant	X		X			7/21/2014
Sawtooth Brewery	X	X	X			7/21/2014
The Moose Girls Café & Bar	X		X			7/21/2014
Perry's Restaurant	X	X	X	X		7/21/2014
Pioneer Saloon	X			X		7/21/2014
Magic Lantern	X		X			7/21/2014
Veltex		X		X		7/21/2014
That's Entertainment		X		X		7/21/2014
Atkinsons' Market		X		X		7/21/2014
Johnny G's Subshack	X					7/21/2014
Main Street Market	X	X	X	X		7/21/2014
The Cellar Pub	X	X			X	7/21/2014
The Kneadery	X		X			7/21/2014
Mountain View Grocery		X		X		7/21/2014
Headwaters		X		X		7/21/2014
Zenergy at Thunder Spring	X		X	X		7/21/2014

Sushi on Second	X	X	X			7/21/2014
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<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2014-15</u>
Zinc	X				X	7/21/2014
Rasberry's Restaurant	X	X	X	X		7/21/2014
Zinc	X		X			7/21/2014
Java on Fourth	X		X			7/21/2014
Vintage Restaurant	X		X			7/21/2014
Video West		X		X		7/21/2014
Casino Inc	X				X	7/21/2014
KB's Burritos	X		X			8/4/2014
Rico Pizza & Pasta					X	8/18/2014
Irving's Red-Hots	X					8/18/2014
JC Chicken and Pasta	X		X			10/6/2014
Bigwood Bakery Café	X		X			11/17/2014

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

To the City Council, Ketchum, Idaho Year Applying for August 1, 2014 - July 31, 2015
The undersigned a Corporation Partnership Individual does hereby make application for a license to sell during the year 2014-2015, the following: LHC

1.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>300.00</u>

STATE LICENSE NO. _____ COUNTY LICENSE NO. _____ (copies attached)

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

Name of Applicant Bigwood Bread LLC
D/B/A Bigwood Bread Bakery Cafe
Mailing Address PO Box 6332 Ketchum 83340
Phone Number 208-726-2034

Physical Address of business where license will be displayed 271 Northwood Way

Record owner of the property Bigwood Plaza LLC

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

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

If Applicant Is A Partnership or Corporation:

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

LHC: George Golleher, 145 Golden Eagle Dr Huiley Rita Golleher, 145 Golden Eagle Dr Huiley

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

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

Applicant Rita Golleher Relation to Business owner/member

Subscribed and sworn to before me this 1 day of November, 2014

Notary Public or City Clerk or Deputy _____

License Fee Received \$ _____

License No. _____

Approved by City of Ketchum, ID _____ By _____ Mayor



City of Ketchum

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

November 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Consideration re: Jensen Security Agreement

FILE NUMBER: 14-081

OWNER: Theresa Jensen

REQUEST: Post a security deposit for required sidewalk improvements, which cannot be completed until spring, on First Street per the Design Review #14-081 and Building Permit #14-080.

LOCATION: Lot 5B, Block 22, Ketchum Townsite (111 North East Avenue)

ZONING: Community Core (CC), Subdistrict C – Urban Residential

ATTACHMENTS:

A. Security Agreement

Introduction/History

As a condition of design review approval the Developer is required to widen the sidewalk on First Street adjacent to the project to the required 5 foot width per Community Core chapter of the Ketchum Zoning Code. Old sidewalk, curb and gutter are to be removed and new sidewalk, curb and gutter installed to meet the Ketchum Municipal Code. The Developer is required to deposit with the City 150% of the cost of installing the required sidewalk improvements which cannot be installed until spring due to temperature, for a total of \$20,022.00.

Current Report

The Security Agreement covers the following:

- The Developer shall complete the required sidewalk improvements **July 15, 2015**, or the city shall complete the sidewalk improvements and be reimbursed for costs by the security deposit. If the total costs are less than the amount of the Deposit, the City agrees to reimburse the Developer for the difference. However, if the costs are greater than the amount of the Deposit, the Developer agrees to fully reimburse and hold harmless the City for additional costs of the striping within thirty (30) days of being presented an invoice by the City.

- If the Developer completes the sidewalk improvements 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 the improvements are complete, inspected and approved.

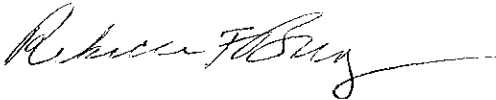
Financial Requirement/Impact

There is no financial requirement or impact associated with this agreement. A Security Agreement is intended to help protect the City in the event that the proposed constructions were ever to pose an issue for the City.

Recommendation

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Rebecca F. Bundy", with a long horizontal flourish extending to the right.

Rebecca F. Bundy
Senior Planner



AGREEMENT

THIS AGREEMENT made and entered into this ____ day of October 2014, by and between THERESA JENSEN, 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:

Construction of an attached garage and living space per Conditional Use Permit #14-081 and Building Permit #14-080, including sidewalk, grading and drainage to Ketchum Municipal Code specifications, specifically civil engineered:

1. Sidewalk, curb and gutter on First Street; and
2. Grading and drainage on the site and as associated with the sidewalk design.

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 Theresa Jensen, 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.

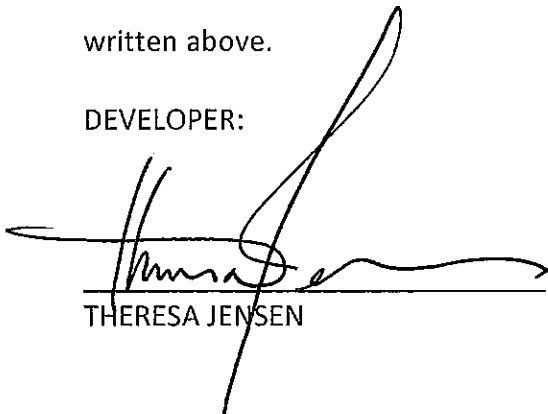
4. In case of default by the Developer, if the total cost of constructing said improvements is less than the amount of the Deposit, the City agrees to reimburse the Developer for the difference between the actual cost and the amount of the Deposit. However, if the cost of installing said improvements 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:



THERESA JENSEN

CITY OF KETCHUM:

NINA JONAS, MAYOR

ATTEST:

Sandra E. Cady
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 7th day of November, 2014, before me, a Notary Public in and for said State, personally appeared Theresa Jensen, 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.



Marta R. Thompson
Notary Public
Residing at: Hailey
Commission expires: 5/31/15

R.A. WATSON CONSTRUCTION

THERESA JENSEN

10/15/14 Skip Merrick Construction

- 1. \$5.50 per square foot / sidewalk 416 square feet**
- 2. \$40.00 per linear foot / curb & gutter 104 square feet**


Sidewalk 416 square feet x \$5.50 =	\$ 2,288.00
Curb & gutter 104 linear feet x \$40.00 =	\$ 4,160.00

10/16/14 Lunceford Excavation

- 1. Demo existing sidewalk**
- 2. Grade new sidewalk**
- 3. Asphalt patch on road**
- 4. Final grading**

\$ 6,900.00

Total Cost	\$13,348.00
50%	\$ 6,674.00
Total Bond	\$20,022.00


10/16/14

CITY OF KETCHUM
Ketchum, Idaho

23079

Date 10/17/14

RECEIVED FROM Theresa Jensen \$20,022

Twenty thousand and twenty two ⁰⁰/₁₀₀ DOLLARS

For ROW curb and gutter bond

Marta K Thompson
Authorized Signature

THERESA JENSEN
PO BOX 3419
KETCHUM, ID 83340

5336

92-358/1241
15

10-16-14
DATE

PAY TO THE
ORDER OF

City of Ketchum

\$ 20,022

Twenty Thousand Twenty Two ⁰⁰/₁₀₀

DOLLARS



**D.I. EVANS
BANK**

(208) 822-0415
680 Sun Valley Road, Suite 101
Ketchum, Idaho 83340
24 HOUR EXPRESS PHONE BANKING
1-800-872-9777

FOR

Theresa Jensen

⑆ 1241035821915 11261 7⑈ 5336



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

November 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Consideration re: Kith and Kin Security Agreement

FILE NUMBER: 14-049

OWNER: Jesse Sheue

REQUEST: Post a security deposit for striping of an ADA compliant parking space including the logo as required by code, which cannot be completed until spring due to temperature, on the northeast corner of Washington Avenue North and East Fifth Street per the Design Review #14-049 and Building Permit #14-085.

LOCATION: 520 North Washington Avenue (Ketchum Townsite, Lot 7, Block 15)

ZONING: Community Core (CC), Subdistrict C – Urban Residential

ATTACHMENTS:

A. Security Agreement

Introduction/History

As a condition of design review approval the Developer is required to provide one ADA parking space in the public right of way on northeast corner of Washington Avenue and Fifth Street. Dumpster locations identified by Mr. Goitiandia at Clear Creek Disposal, inhibit the installation of an ADA parking space at the rear of the building. The applicant has provided a letter from the Northwest ADA Center, Idaho, dated August 13, 2014, stating that “it appears that the best place for an accessible space to your business is located in the front of the building where street parking is located.” Planning staff has consulted with the Street Superintendent about the feasibility of creating an on-street ADA space on Washington Avenue. He feels that the northeast corner of Washington Avenue and Fifth Street would be a workable solution. Due to the twenty (20) feet of striping at the intersection, the ADA parking stall could likely be accomplished without loss of a parking space on Washington Avenue. A placard is to be installed identifying the ADA space as soon as possible this fall – with building occupancy expected this winter/spring. However, striping of the ADA space cannot be completed until spring due to temperature. The developer is required to deposit with the city one and one half times the cost of striping the ADA parking space, a total of \$450.00.

Current Report

The Security Agreement covers the following:

- The Developer shall complete the required striping on or before **July 15, 2015**, or the city shall complete the ADA striping and be reimbursed for costs by the security deposit. If the total costs are less than the amount of the Deposit, the City agrees to reimburse the Developer for the difference. However, if the costs are greater than the amount of the Deposit, the Developer agrees to fully reimburse and hold harmless the City for additional costs of the striping within thirty (30) days of being presented an invoice by the City.
- If the Developer completes striping 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 striping is complete, inspected and approved.

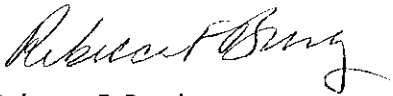
Financial Requirement/Impact

There is no financial requirement or impact associated with this agreement. A Security Agreement is intended to help protect the City in the event that the proposed constructions were ever to pose an issue for the City.

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



AGREEMENT

THIS AGREEMENT made and entered into this ____ day of November 2014, by and between JESSE SHEUE, 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:

Construction of an ADA compliant parking space on the northeast corner of Washington Avenue North and East Fifth Street the per Design Review #14-049 and Building Permit #14-085, specifically:

1. Striping as required by code, which cannot be completed until spring.

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 JESSE SHEUE, 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:



JESSE SHEUE

NINA JONAS, MAYOR

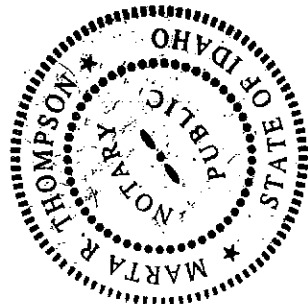
ATTEST:

Sandra E. Cady
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this 31st day of October, 2014, before me, a Notary Public in and for said State, personally appeared Jesse Sheue, 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.



Marta R. Thompson
Notary Public
Residing at: Hailey
Commission expires: 5/21/15

Rebecca Bundy

From: Brian Christiansen
Sent: Wednesday, October 22, 2014 9:07 AM
To: jesse sheue
Cc: Rebecca Bundy
Subject: RE: 520 Washington, Ketchum - ADA_Parking.pdf

Jesse,
The plan you have submitted is approved by our department.
The estimated cost for paint is \$300, (black out, handicap stencil and blue curb).
The cost for a sign is about \$150.
The paint and sign need to be in place before C of O.

Brian

BRIAN CHRISTIANSEN | CITY OF KETCHUM

Street Superintendent
P.O. Box 2315 | 200 Tenth Street | Ketchum, ID 83340
o: 208.726.7831 | f: 208.726.7843
bchristiansen@ketchumidaho.org | www.ketchumidaho.org

From: jesse sheue [mailto:jessesheue@gmail.com]
Sent: Monday, October 20, 2014 12:06 PM
To: Brian Christiansen
Subject: Fwd: 520 Washington, Ketchum - ADA_Parking.pdf

Hi Brian,
Here's the email I got from Dana of the NW ADA Center in boise supporting the engineered plans from Josh for the ADA parking space on the corner of Washington ave and 5th. Take a look and let me know if you are ok with it, then i'll send it off to Rebecca and P&Z commission for approval. Do you have an idea on cost of painting and signage? Do i pay the city to do the painting and signage or do i find an independent contractor to do the work? Thanks for helping out with this.

Best,
Jesse Sheue
2084710448

----- Forwarded message -----

From: dananwadacenteridaho@gmail.com <dananwadacenteridaho@gmail.com>
Date: Mon, Oct 20, 2014 at 11:42 AM
Subject: Re: 520 Washington, Ketchum - ADA_Parking.pdf
To: Jesse Sheue <jessesheue@gmail.com>

Hi Jesse the parking plan looks like it will meet the ADA Standards. Please keep in mind the parking space and the access aisle must follow the 2010 ADA Standards for a van accessible space. Also the access aisle needs to be located on the passenger side of the vehicle. There also are design requirements for the sign.

JESSE W SHEUE
JANE V SHEUE
P O Box 900
Ketchum, ID 83340-0900

1047

92-379/1241 3369
7778170600

10/31/14

Date

Pay to the
Order of

City of Ketchum

\$ 450.⁰⁰

four hundred fifty dollars ⁰⁰/₁₀₀

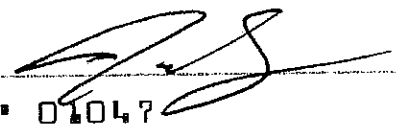
Dollars

 Security Features Details on Back.

WELLS FARGO

Wells Fargo Bank, N.A.
Idaho
wellsfargo.com

For ADA-Parking Bond



⑆ 124103799⑆ 7778170600⑈ 01047