



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, August 4, 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
3. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
 - b. Presentation on Senior Project regarding 4th Street – Matthew McGraw, Wood River High School Senior.
 - c. Update on the Big Wood River Bridge Project – Mike Pepper, KMP Planning.
 - d. Update on Highway 75 Construction – Justin Price, Idaho Transportation Department.
4. PUBLIC HEARINGS.
 - a. 101 1st Avenue Townhomes, Townhouse Subdivision Preliminary Plat, Benchmark Associates – Rebecca Bundy, Senior Planner.
5. COMMUNICATIONS FROM STAFF.
 - a. 171 East Avenue Townhomes, Townhouse Subdivision Preliminary Plat, Benchmark Associates – Rebecca Bundy, Senior Planner.
6. AGREEMENTS AND CONTRACTS.
 - a. Agreement with Zions Bank Public Finance for Municipal Advisory Services – Sandra Cady, City Treasurer/Clerk.
 - b. Art in Public Places Agreement with Sun Valley Company – Jennifer Smith, Director of Parks and Recreation.
7. ORDINANCES AND RESOLUTIONS.
 - a. Resolution 14-015 Providing for Publication of Notice of Public Hearing and Public Hearing for the 2014-15 Fiscal Year Budget – Sandra Cady, City Treasurer/Clerk.
 - b. Ordinance 1119 Adopting the FY2014-15 Budget (First Reading) – Sandra Cady, City Treasurer/Clerk.
8. COMMUNICATIONS FROM THE PRESS.
9. CONSENT CALENDAR
 - a. Approval of minutes: July 21, 2014.
 - b. Recommendation to approve current bills and payroll summary.
 - c. Approval of the 2014-15 Liquor, Beer and Wine Licenses.
 - d. Contract for Services with Karen Jacobsen for the City's Bollard Sleeve and Concrete Stamp Project (part of the Transit Center Project.)
 - e. Contract for Services with Randi McIntee for the City's Tree Grate project (part of the Transit Center Project.)
 - f. Contract for Services with Kim Frank for the City's Tree Grate Project (part of the Transit Center Project.)
10. 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 pzcomments@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, Idaho

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



July 31, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

August 4, 2014 City Council Agenda Report

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

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
3. COMMUNICATIONS FROM THE PUBLIC.

- b) Presentation on Senior Project regarding 4th Street – Matthew McGraw, Wood River High School Senior.

Matthew McGraw, a Wood River High School student will present a draft proposal for a renovated Fourth Street to help make the street better and safer for bikes. Matthew has provided a letter and a powerpoint presentation in the packet for council review.

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*

This is a legislative matter.

- c) Update on the Big Wood River Bridge Project – Mike Pepper, KMP Planning.

Mike Pepper of KMP Planning, and Steven Hunter from the Idaho Department of Transportation will update the Council regarding replacing and widening the Big Wood River Bridge. Mike has provided a newsletter and a powerpoint presentation in the packet for council review.

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*

This is a legislative matter.

- d) Update on Highway 75 Construction – Justin Price, Idaho Transportation Department.

Justin Price from the Idaho Transportation will be updating the council on the Highway 75 Construction Project.

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*

This is a legislative matter.

4. PUBLIC HEARINGS.

- a) 101 1st Avenue Townhomes, Townhouse Subdivision Preliminary Plat, Benchmark Associates – Rebecca Bundy, Senior Planner.

Ketchum Partners LLC is requesting the approval of a seven (7) unit Townhouse Subdivision Preliminary Plat of 101 First Avenue Townhomes. The Planning and Zoning Commission recommended approval of the preliminary plat on June 23, 2014; the project has also received design review approval and is currently under construction. Rebecca has provided a detailed staff report in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council approve the 101 First Avenue Townhomes Townhouse Subdivision Preliminary Plat.

RECOMMENDED MOTION: *“I move to approve the 101 First Avenue Townhomes Townhouse Subdivision Preliminary Plat, finding the application meets with the applicable review standards with the conditions 1 – 7, as noted in the staff report.”*

5. COMMUNICATIONS FROM STAFF.

- a) 171 East Avenue Townhomes, Townhouse Subdivision Preliminary Plat, Benchmark Associates – Rebecca Bundy, Senior Planner.

Greg and Karen Strimple are requesting the approval of a two (2) unit Townhouse Subdivision Preliminary Plat of 171 East Avenue. The Planning and Zoning Commission recommended approval of the preliminary plat on April 28, 2014; the project received Design Review approval on April 28, 2014. Rebecca has provided a detailed staff report in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the Council approve the 171 East Avenue Townhomes Townhouse Subdivision Preliminary Plat.

RECOMMENDED MOTION: “I move to approve the 171 East Avenue Townhomes Townhouse Subdivision Preliminary Plat, finding the application meets with the applicable review standards with the conditions 1-8, as noted in the staff report.”

This is a legislative matter.

6. AGREEMENTS AND CONTRACTS.

- a) Agreement with Zions Bank Public Finance for Municipal Advisory Services – Sandra Cady, City Treasurer/Clerk.

The City has an opportunity to refund the City’s 2004 and 2006 IBBA Bonds with the Idaho Bond Bank Authority. Refunding the Ketchum 2004 Sewer Bonds will provide gross savings of \$98,495, and refunding the 2006 Wastewater Bonds will provide gross savings of \$70,292.

Cameron Arial, Vice President of Zions Bank Public Finance would provide Municipal Advisory Services for a cost of \$15,000 which will be paid through the refunding. Sandy has provided a detailed staff report and a copy of the agreement in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council enter into an Agreement for Municipal Advisory Services with Zions Bank and for Zions Bank to work with the City Administrator and the City Attorney in refunding the 2004 and 2006 Wastewater Revenue Bonds.

RECOMMENDED MOTION: “I move to authorize the Mayor to enter into an Agreement for Municipal Advisory Services with Zions Bank and for Zions Bank to work with the City Administrator and the City Attorney in refunding the 2004 and 2006 Wastewater Revenue Bonds.”

This is a legislative matter.

- b) Art in Public Places Agreement with Sun Valley Company – Jennifer Smith, Director of Parks and Recreation.

The Ketchum Arts Commission has been working with Sun Valley Company, the BLM, and the USFS on a project endeavoring to wrap a gondola car with original work by a local artist. All parties have come to an agreement regarding the execution of the project. This agreement was created to incorporate roles and responsibilities of all parties involved. Jen has provided a staff report and a copy of the agreement in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Art in Public Places Agreement regarding the gondola car “Cover Art” project for Mayor Jonas’ signature.

RECOMMENDED MOTION: *“I move to approve the Art in Public Places Agreement regarding the gondola car “Cover Art” project for Mayor Jonas’ signature.”*

This is a legislative matter.

7. ORDINANCES AND RESOLUTIONS.

- a) Resolution 14-015 Providing for Publication of Notice of Public Hearing and Public Hearing for the 2014-15 Fiscal Year Budget – Sandra Cady, City Treasurer/Clerk.

Resolution 14-015 approves the proposed budget and provides for the notice of public hearing for the proposed budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015. The public hearing will be held on August 26, 2014. Sandy has provided a staff report and a copy of the resolution in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council adopt Resolution 14-015 providing for publication of notice of public hearing and public hearing for the 2014-15 Fiscal Year Budget.

RECOMMENDED MOTION: *“I move to adopt Resolution Number 14-015 approving the proposed budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015, containing the proposed expenditures and revenues necessary for all purposes for said fiscal year to be raised and appropriated within said city and providing for publication of notice of public hearing and for public hearing thereon.*

- b) Ordinance 1119 Adopting the FY2014-15 Budget (First Reading) – Sandra Cady, City Treasurer/Clerk.

Ordinance 1119 adopts the FY2014-2015 Budget by appropriating the various budgetary funds and authorizing the property tax levy. The budget totals \$18,916,218, which includes inter-fund transfers which represent monies that are essentially counted twice – once when initially receipted and again when received by the fund benefitting from the transfer. Subtracting total inter-fund transfers of \$3,068,441 from total appropriations results in a total effective budget of \$15,847,777.

RECOMMENDATION: I respectfully recommend the City Council approve the first reading of Ordinance 1119, appropriating sums of money to the

various budgetary funds for the FY2014-2015 budget, authorizing the property tax levy, and providing an effective date, and schedule a second reading for August 18, 2014.

RECOMMENDED MOTION: “I move to approve the first reading of Ordinance 1119, entitled the annual appropriation ordinance for the fiscal year beginning October 1, 2014, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date; and scheduling a second reading for August 18, 2014.”

This is a legislative matter.

9. CONSENT CALENDAR.

- a) Approval of minutes: July 21, 2014 Regular City Council Meeting.

Copies of the minutes from the July 21, 2014 Regular Council Meeting have been provided in the packet for Council review.

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

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

- c) Approval of the 2013-14 and 2014-15 Liquor Beer & Wine Licenses.

A list of the Liquor, Beer & Wine Licensees has been included in the packet for Council review.

- d) Contract for Services with Karen Jacobsen for the City’s Bollard Sleeve and Concrete Stamp Project (part of the Transit Center Project.).

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

- e) Contract for Services with Randi McIntee for the City’s Tree Grate project (part of the Transit Center Project.)

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

- f) Contract for Services with Kim Frank for the City’s Tree Grate Project (part of the Transit Center Project.)

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

Sincerely,

A handwritten signature in blue ink that reads "Katie Carnduff". The signature is written in a cursive style with a large, looped initial "K" and a long, sweeping tail on the "f".

Katie Carnduff
Administrative Clerk

Project Proposal

Student Name: Matthew McGraw
Project Title: Fourth Street Urban Planning

Overview

Project Goal:

I will draft a proposal for a renovated Fourth Street in Ketchum and present it to the city council. It will include suggestions on how to successfully include bikes and pedestrians in our community safely and efficiently while mitigating our impact on our local and global environment.

Significance of Project:

I am passionate about the environment, and I really get stoked about local government. I ride my bike to work so it would be great to have a safer commute.

Global Context/Exploration for Project:

My context is Fairness and Development. It will focus on citizens making a difference in their communities through their local governments, with additional focuses or explorations on human impact on the environment, urban planning, and conflict management.

Project Question:

How can a citizen impact local legislation?

Project Steps

Prior Knowledge and Skills:

I participate in speaking activities, I ride my bike in the community, I currently participate in Environmental Club, and I have taken an introductory course to drafting.

New Learning:

I will really need to get better at drafting, and corroborate all of my knowledge, for the first time, into a meaningful presentation in front of an authentic audience.

Project Steps:

1. I will get on the city council agenda.
2. I will talk with the mayor about her goals with the project.
3. I will research effective changes that can be made to roads by searching the web and interviewing city planners.
4. I will ride my bike to work as often as possible.
5. I will research any possible costs.
6. I will take pictures of the area that I would like to change.
7. I will create a first draft of the proposal.
8. I will show it to members of the community for input.

9. I will draft the final copy.
10. I will create a powerpoint presentation.
11. I will gather any physical resources needed for presentation.
12. I will be ready by early August to present in front of the city council.

Projected Costs:

Shouldn't be too much. Just driving costs.

Matthew McGraw

A little backstory as to why I chose to do this project.

I have always been interested in the environment and sustainability. A few years ago I was absolutely sure that for my senior project I would convert a car from an internal combustion engine to an electric motor. However with my plans to study abroad I ran into a few time constraints and budget problems. The project was downsized to a motorcycle, and then because of safety concerns, a bicycle. I was too anxious to complete this project and didn't want to wait for senior year, so in August of 2013 I built my electric bicycle. It is incredible to ride. Because of the bike I have seen first-hand how our valley's bike paths and streets coexist. We have an amazing bike path system in this valley, but it has its issues, especially in Ketchum with the existing shared road.

4th Street in Ketchum has gone through many transitions over the years. It is now referred to as the 4th Street Heritage Corridor. The street is meant to make the city of Ketchum more walkable and bike-able. Although I agree that the street is now much more suited to allow people to walk, it isn't much better at allowing bikers to ride safely. The road at its narrowest points barely makes it to 19 feet sidewalk to sidewalk. This isn't enough space to move two lanes of traffic in such a congested area. In addition to the two-way traffic, bikes are also encouraged to use this road alongside the cars. While a great step has been taken to get bikers riding in the city, it isn't very safe. I think that if the road was made safer we might see even more people using the 4th Street Heritage Corridor for its intended purpose of having people walk and ride their bikes around the Ketchum Town Center.

Other than riding my bike on the various bike paths in our valley and having my drivers' license, I didn't have much previous knowledge about city planning, taking and modifying road dimensions, or communicating with public officials prior to my project. However, I have taken some classes at Wood River that have helped me in related ways. My speech and debate classes have been incredibly helpful with communication; they also taught me the basics of Congressional procedure, which isn't too different from City Council procedure. My AP Government class was also a base on how our government works. My IT classes including Multi Media and programming have increased the ease with which I use my computer. The main learning stretch for me has been learning how to approach and communicate with various city employees and council members, who all have busy schedules, and coordinating times to meet with them. Plus, I had to take what they shared, which were often concerns I never even factored, and incorporate them into my plan which I then had to present to the city council.

The context for my project is fairness and development. My main focus is how citizens make a difference in their communities through their local governments. I have additional focuses on human impact on the environment, urban planning, and conflict management. This project is great for the community because I hope that my plan will help make 4th Street better and safer as new plans for change are in the works. The project is great for me, personally, because I will learn how to make a difference in my community. Knowing how to manage conflicts, time, and work with government will transcend this project and allow me to continue to make an impact in my local home community or in my college community next year.

The Matter of Separation

The “Armadillo” is a low-slung recycled plastic bump that can be installed along the edge of a bike lane. Armadillos are ideal for Ketchum because they are removable and therefore, won’t cause problems for snow plows in the winter. A barrier is needed to preserve the function of a bike lane. Whenever there is a problem on a road such as construction, trash pick-up, someone wanting a quick parking spot, etc., bike lanes are the first things to be sacrificed. More importantly, the barriers also function as a safety feature for the bikers using the bike lane. These armadillos have proven to be beneficial. “For example, one study found that cyclists in separated lanes had 80% fewer accidents than those in regular bike lanes. But it’s often tricky to convince city governments to take the extra, more concrete step of separation. Set at an angle, the Armadillo bumps allow enough space for bikes to ride back out into the street if they need to, something that isn’t as easy with a full concrete curb, while still keeping cars out. Armadillos are also easy to install. I watched a video of them being installed in a matter of minutes, and with just two bolts per armadillo, they can be taken out quickly too. This means that in the winter the lane can be completely removed and turned into parking.

Direction and Speed

Another issue I researched is the benefits and possible problems of one-way roads. I learned that one problem or concern about one-way roads is that vehicles tend to go faster on them. But, with 4th Streets’ dimensions being as narrow as they are, an increase of speed is unlikely. One-way roads allow for fewer turns so this encourages traffic to move more smoothly which will really benefit Ketchum’s congested City Center. I suggest a one way road from Washington to Spruce with both sides converging on Main Street. Cars will no longer be able to cross Main on Fourth. I also think signage disallowing left turns on to Main would be a good idea to avoid congestion or cars using pedestrians as barriers.

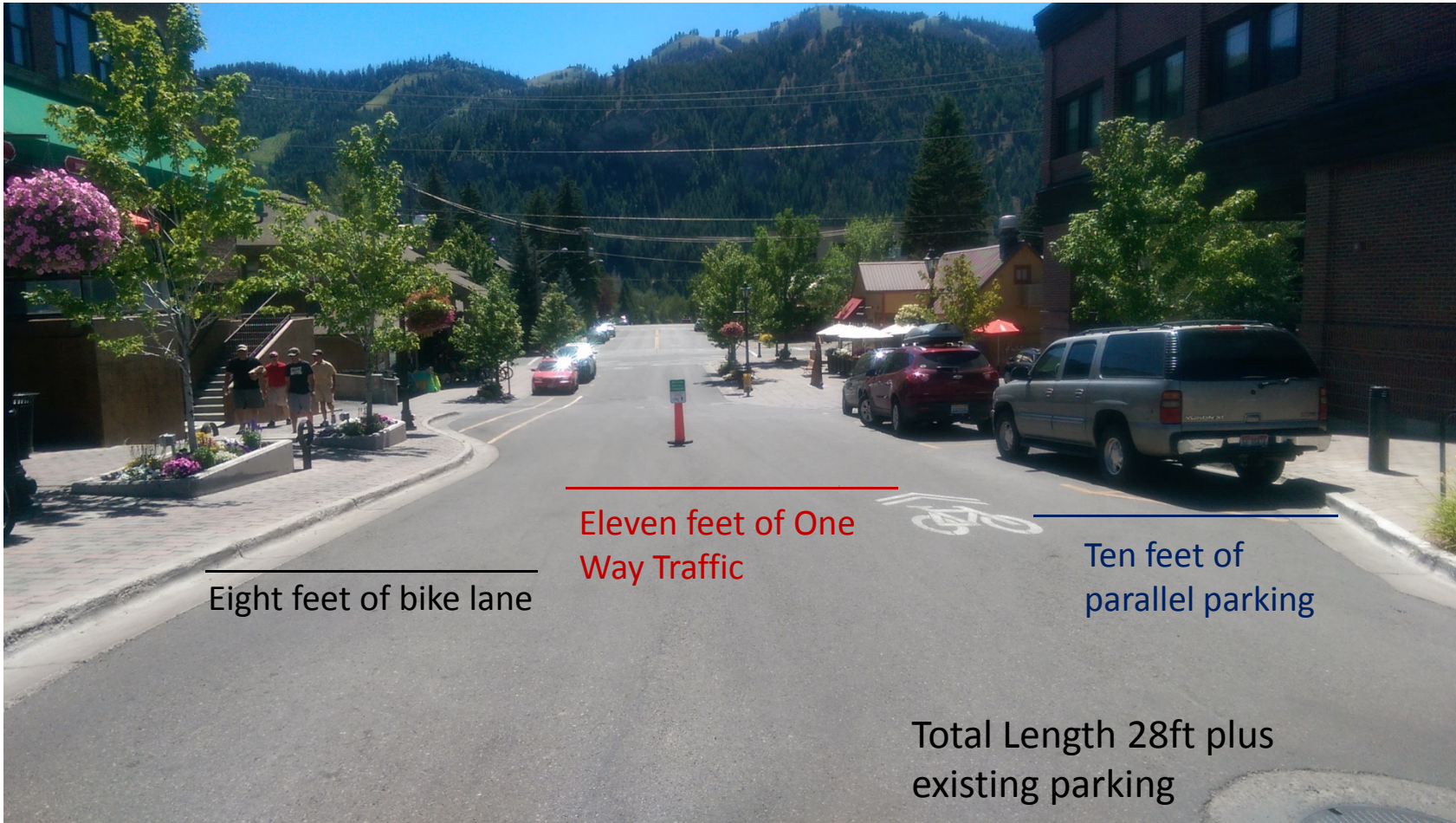
Main Street Crossing

The city of Ketchum has recently zoned for a new protected crosswalk to be put in on the north end of 4th streets’ intersection with main. This is fantastic news for people crossing Main Street. However, in my plan for a bike lane I suggest that the lane be on the south end of the road to avoid displacing too much existing parking (not a loss of parking). In my mind it is also very important that bikers dismount before crossing main and using pedestrian facilities. I suggest that the protected crosswalk be moved to the south side along with a sign asking bikers to dismount while they cross the main thoroughfare.

4th Street Redesign

Ketchum, Idaho

4th and Main



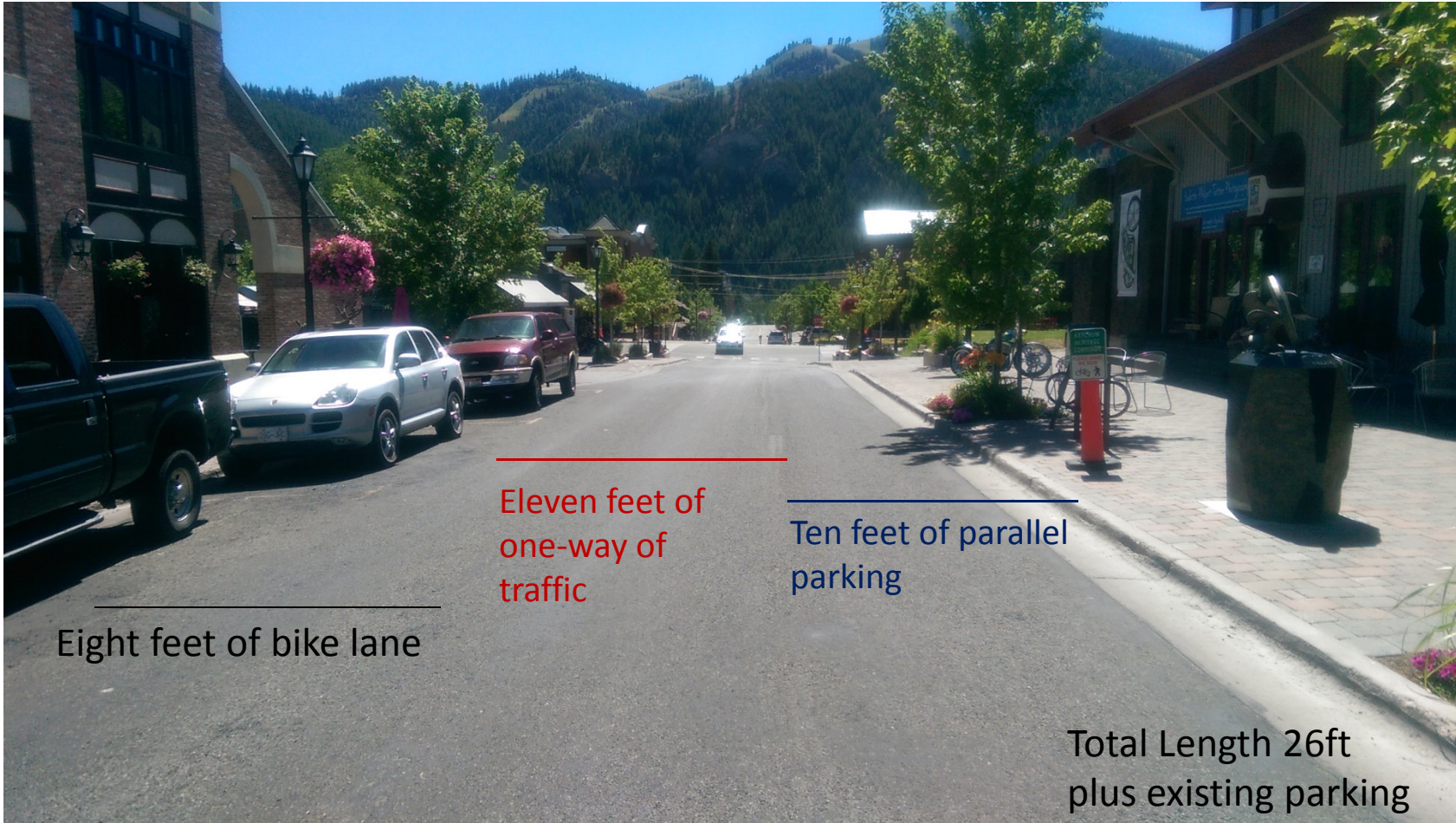
Eight feet of bike lane

Eleven feet of One
Way Traffic

Ten feet of
parallel parking

Total Length 28ft plus
existing parking

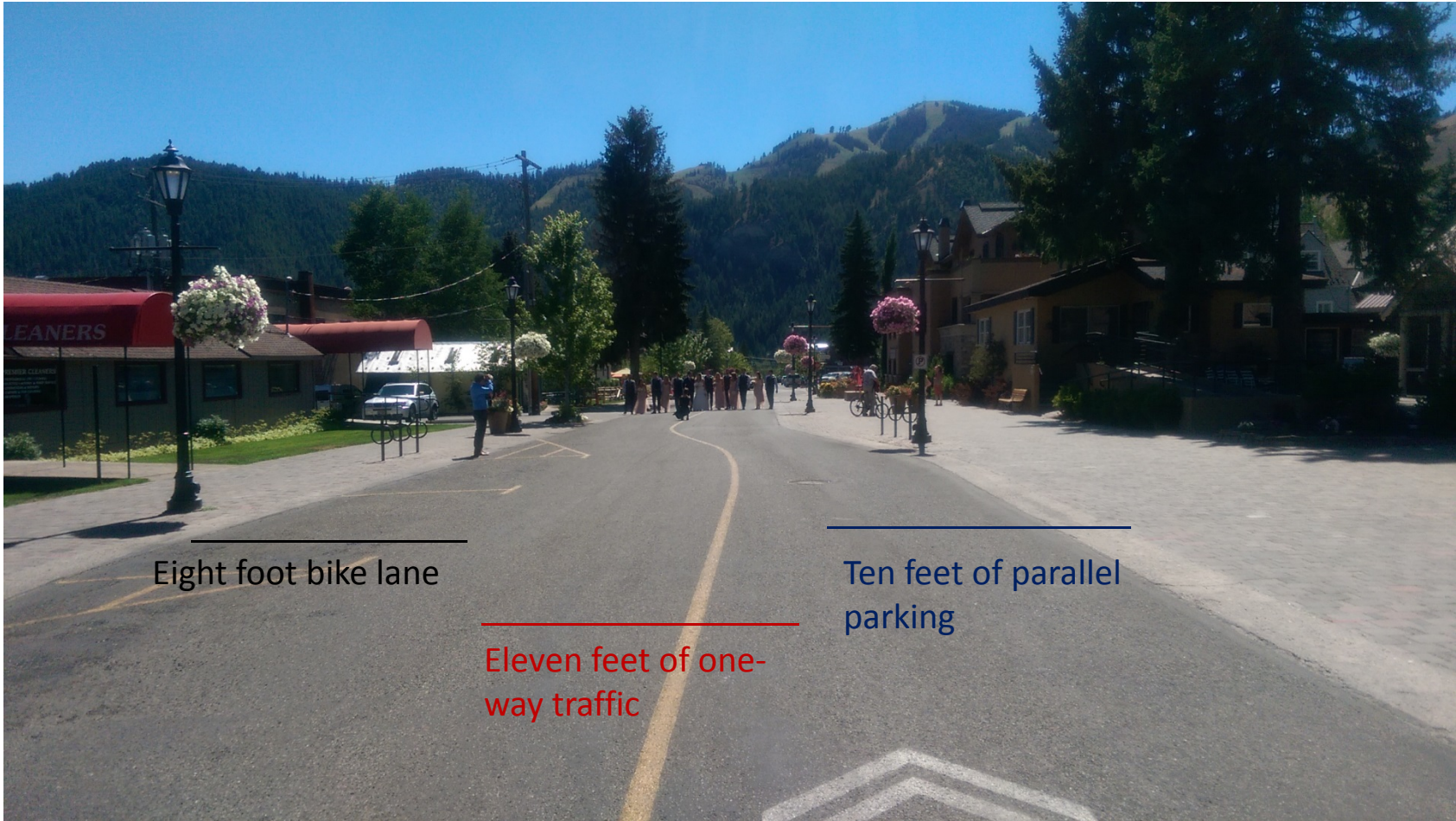
4th and Leadville



4th and East



4th and Walnut



Eight foot bike lane

Eleven feet of one-way traffic

Ten feet of parallel parking

4th and Spruce



Total 31ft not including left side parking



Big Wood River Bridge to Elkhorn Rd.

Reconstruction Project

Newsletter #2— August 2014

Preliminary Design Available for Review

General Steps and Schedule	
Preliminary Design <ul style="list-style-type: none"> • Surveying and mapping • Traffic analysis • Geotechnical investigations • Utility coordination • Preliminary roadway and drainage design • Preliminary bridge design • Local government coordination/Presentations • Stakeholder/property owner communications • Public open house #1 – August 26, 2014 	February 2014 through Fall 2014
Environmental Re-evaluation <ul style="list-style-type: none"> • Wetland impact evaluation • Biological assessment • Noise modeling and evaluation • Wildlife and vegetation evaluation 	Spring 2014 to Summer 2015
Final Design <ul style="list-style-type: none"> • Roadway plans • River hydraulics • Bridge design • Utilities design • Retaining walls and drainage • Local government coordination • Stakeholder/property owner communications • Public Open House #2 – winter/spring 2015 	Fall 2014 through Fall 2015
Advertisement and Contracting <ul style="list-style-type: none"> • Complete bid documents and advertise • Award project to a contractor 	Winter 2015 to Spring 2016
Construction <ul style="list-style-type: none"> • Specific construction approach to be announced prior to beginning construction 	2016 to 2017

Project Background: The Big Wood River Bridge to Elkhorn Rd. project (BWRB) is the second project, following the Timber Way to Big Wood River Bridge project, to advance since the completion of the Idaho 75 Timmerman to Ketchum Environmental Impact Statement (Idaho 75 EIS) in 2008. Like the Timber Way project, the BWRB project follows the design concepts defined in the Idaho 75 EIS, which can be viewed at <http://www.itd.idaho.gov/projects/D4/Idaho75TimmermanToKetchum/>. The project is fully funded and is planned for construction in 2016/17.

Design Process Status: With the execution of the upcoming Public open house, the design team will have completed the tasks outlined in the “Preliminary Design” section of the “General Steps and Schedule” table shown at left. The tasks listed under “Environmental Re-evaluation” section are in progress and on schedule. The design team is also working with community representatives to incorporate aesthetic treatments into the project design.

Project Description:

- Replace and widen the bridge to 74 ft. with four 12 ft. lanes, plus a 4 ft. median and adequate shoulders
- Reconstruct Idaho 75 north of the bridge to transition into the existing four-lane roadway configuration
- Retain the existing center turn lane and signal at Elkhorn Rd.

Issues We’ve Heard From Stakeholders:

- Safety for motorists and pedestrians
- River hydrology and riparian vegetation
- Environmental impacts
- Wildlife safety and passage
- Aesthetics
- Recreation access
- Drainage



Public Involvement Progress: Since beginning the design process in February, the team has conducted stakeholder interviews with representatives from adjacent businesses, affected property owners, local law enforcement and emergency services, affected organizations, city and county planning departments and the Blaine County Regional Transportation Committee. The team has also made public presentations to local government elected officials and agency representatives to inform them of the project and gather initial comments.

Input from these activities has been provided to the technical design team for consideration in the design process. For more information, see contact information on back of this newsletter or visit the project web site at <http://itd.idaho.gov/Projects/D4Idaho75TimmermanToKetchum/bigwoodriverbridge.asp>

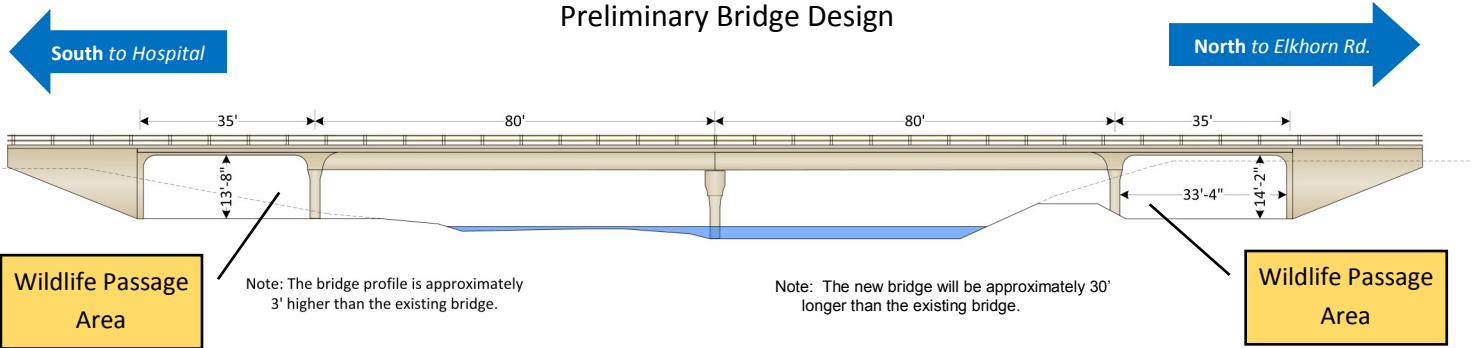
Public Open House

Tuesday, August 26, 2014 - 5 p.m. to 7 p.m.
Kentwood Lodge - 180 So. Main St., Ketchum

Drop in anytime to view the preliminary design for the bridge and roadway improvements

Big Wood River Bridge Project

Preliminary Bridge Design



Idaho Transportation Department

216 South Date

Shoshone, ID 83352

For More Information...

Steve Hunter, Project Manager

Idaho Transportation Department

216 South Date, Shoshone, ID 83352

steve.hunter@itd.idaho.gov / 208-886-7846

Mike Pepper, Public Involvement Lead

KMP Planning

2530 Canyon Gate Pl. Twin Falls, ID 83301

kmpplanning@cablone.net / 208-734-6208

"Attention - If you would like information regarding this project in Spanish, please call (208) 334-4444 / Ana Gonzalez (208) 886-7837"
"Atención - Si usted quiere la información acerca de este proyecto en Español, llame por favor al (208) 334-4444 / Ana Gonzalez (208) 886-7837"

Idaho 75: Big Wood River Bridge To Elkhorn Rd. Reconstruction Project



Preliminary Design

August 2014





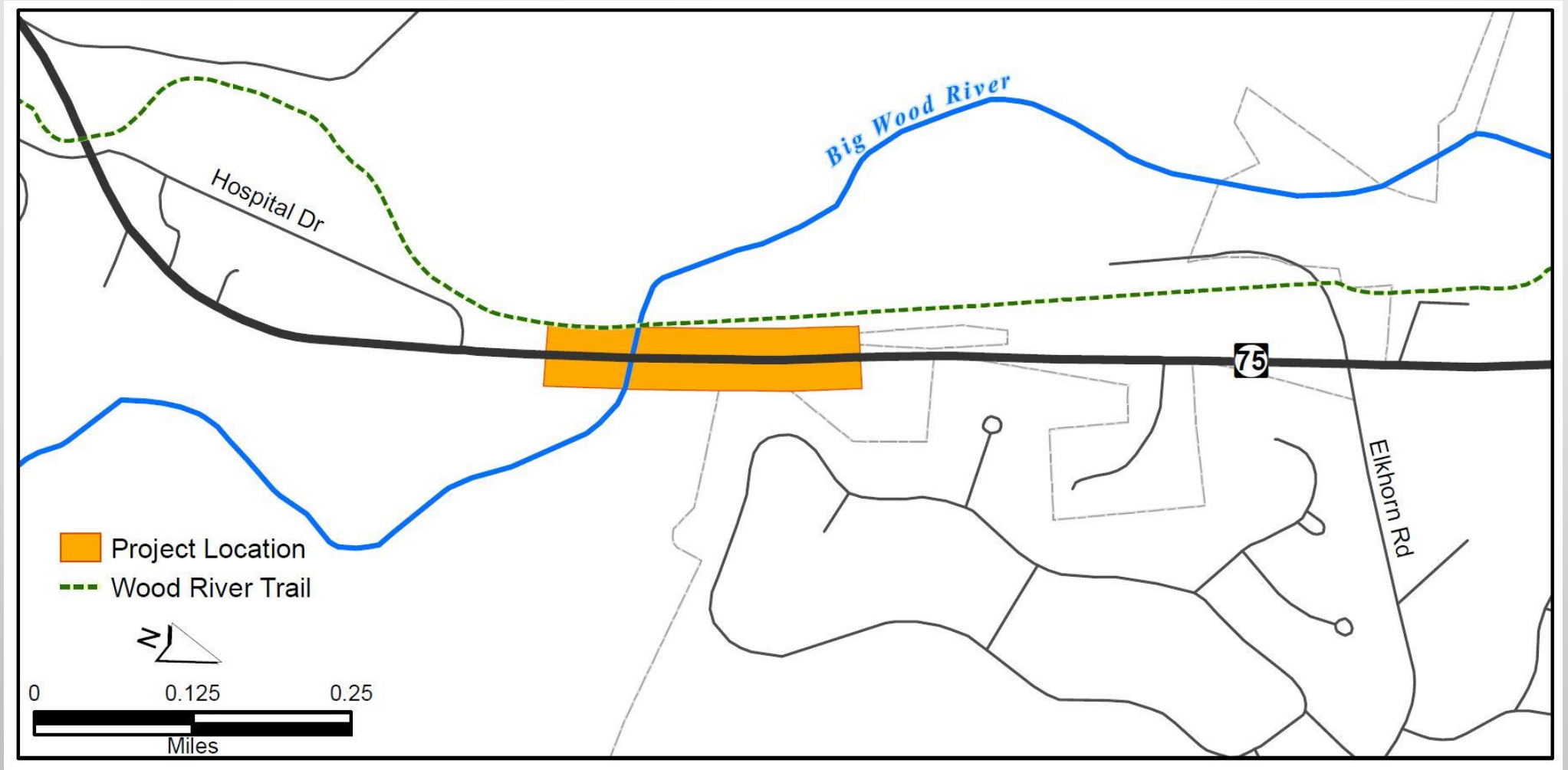
Project Team Introductions

- Steve Hunter, ITD Project Manager
- Other ITD staff
- Mike Pepper, KMP Planning, Public Inv. Lead

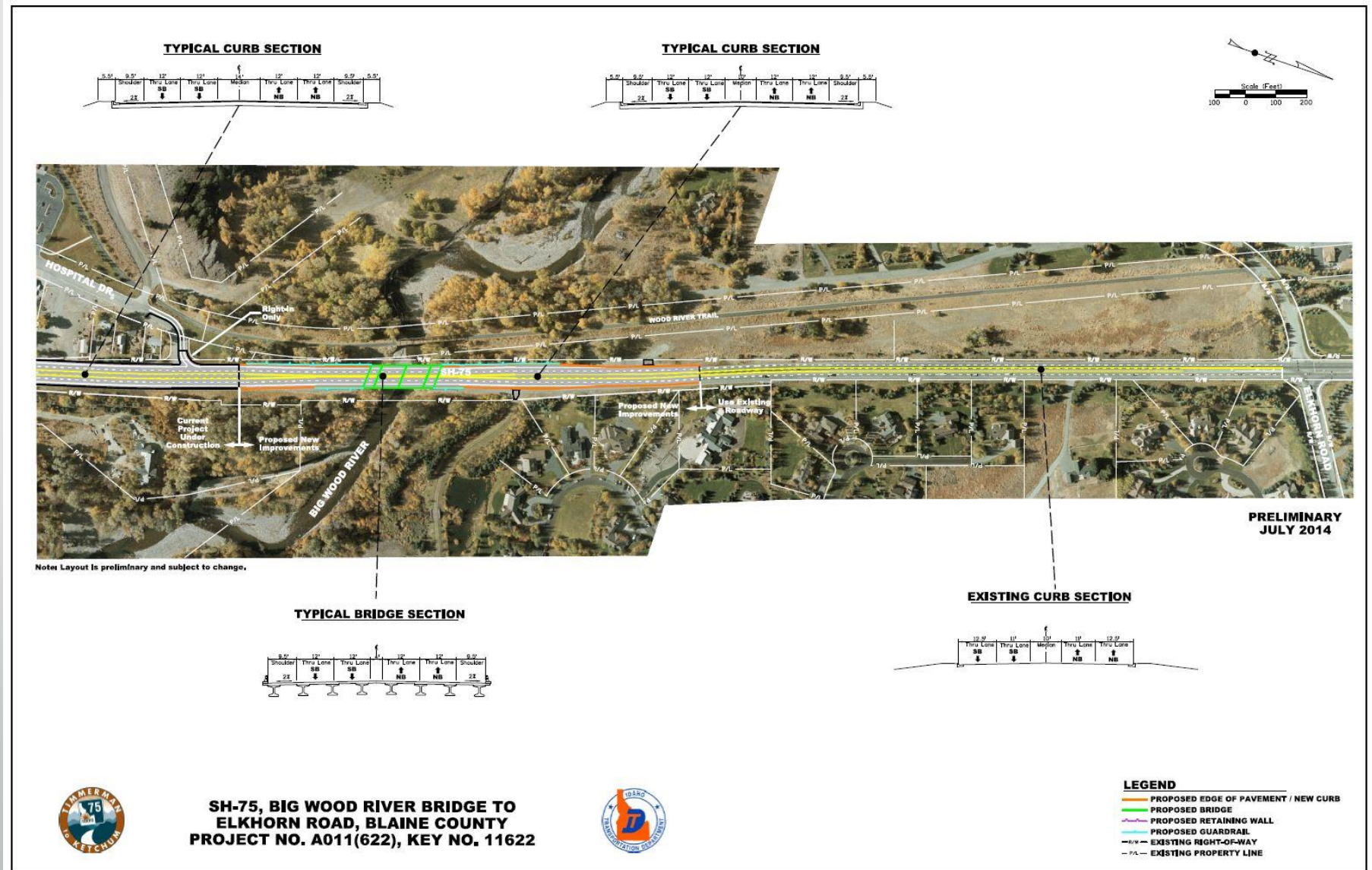
Project Review

- Follows the Idaho 75 EIS approved in 2008
- Project area is from the north end of Hospital Dr. to Elkhorn Rd.
 - *To blend in with the existing configuration north and south of the bridge*
- Replace and widen the Big Wood River Bridge
 - *74 ft. - Four 12 ft. lanes, plus a 4 ft. median and adequate shoulders*
- Provide consistent 4 lane configuration
- Retain the existing center turn lane and signal at Elkhorn Rd.

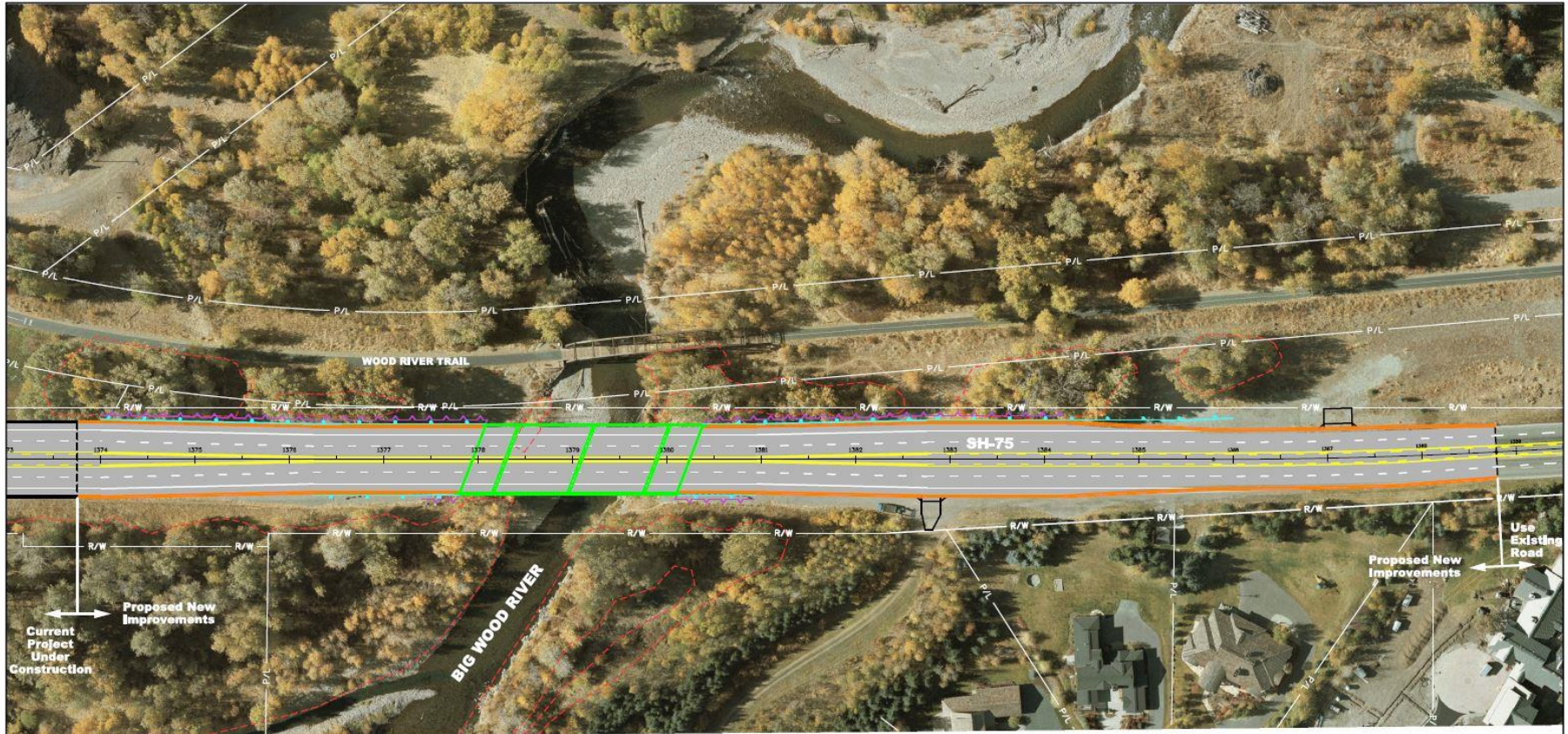
Project Area Map



Preliminary Configuration (extended)



Preliminary Configuration

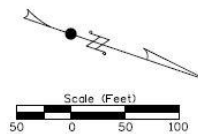


Note: Layout is preliminary and subject to change.

**PRELIMINARY
JULY 2014**

LEGEND

- PROPOSED EDGE OF PAVEMENT / NEW CURB
- PROPOSED BRIDGE
- PROPOSED RETAINING WALL
- PROPOSED GUARDRAIL
- APPROX. WETLAND BOUNDARY
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE



**SH-75, BIG WOOD RIVER BRIDGE TO
ELKHORN ROAD, BLAINE COUNTY
PROJECT NO. A011(622), KEY NO. 11622**





Bridge Design Issues and Opportunities

- Bridge width and alignment
- Height and clearance compared to existing
- Wildlife passage under bridge
- Pier construction / placement
- Bridge construction season and schedule
- Utilities near and under bridge
- Meet bridge needs within constraints

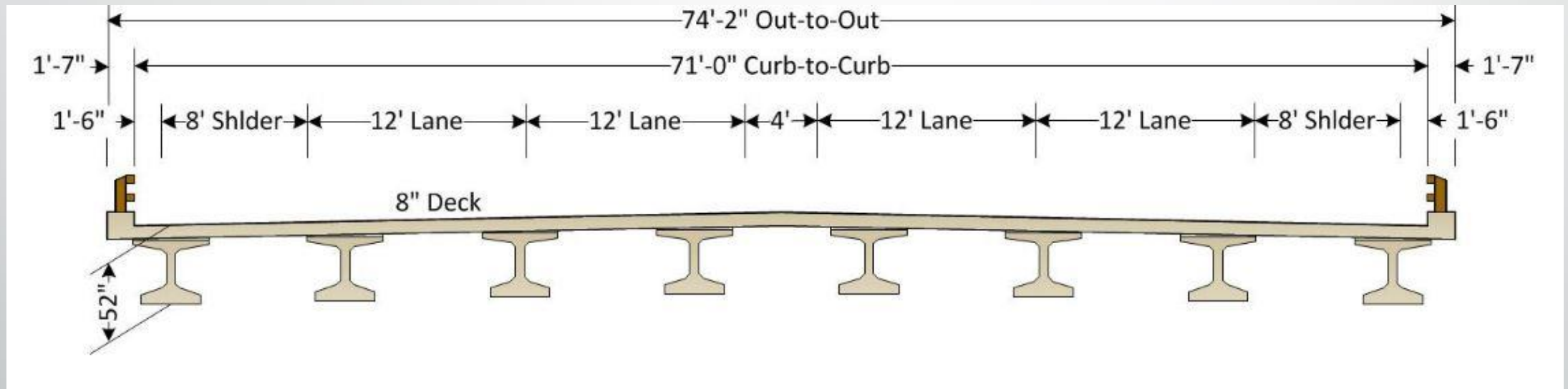
Design Issues and What We've Heard...

- Safety for motorists and pedestrians
- River hydrology, wetland and riparian vegetation
- Wildlife safety and passage
- Recreation access
- Drainage and water quality
- Right of way concerns
- Utilities near and under bridge
- Noise and construction impacts
- Aesthetics
- Minimal impact to traffic flow



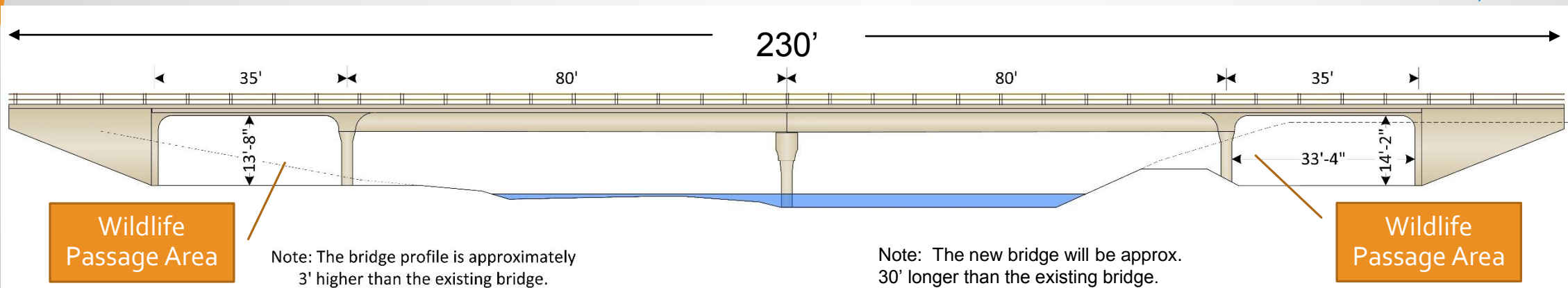
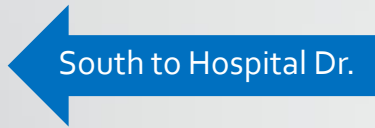
Preliminary Bridge Design

Cross Section View



Preliminary Bridge Design

(Elevation view looking west)



Existing Bridge Rendering



Existing SH-75 Bridge (Looking West from South Bank)

200-ft Long, Concrete Girder

New Bridge Concept Rendering



Preliminary Bridge Design Concrete Girder (Looking West from South Bank)
230-ft Long, 2-Span Bridge with “Jump Spans” at ends

EIS Re-evaluation and Related Issues


- Preliminary noise study findings (draft)
 - No appreciable increase in noise is anticipated after project completion
- Section 4(f) properties (*Recreation and historic*)
 - “No adverse effect to historic properties, which meet the diminimus standards”
 - No effect to the bike path facility
- Anticipated speed limit in the project area after completion will be 35 mph
- Construction work schedule (2016-2017)
 - Current IDFG guidelines expand the in-river construction window to August (was Nov) through March

General Steps and Schedule

Preliminary Design <ul style="list-style-type: none">• <i>Surveying and mapping</i>• <i>Traffic analysis</i>• <i>Geotechnical investigations</i>• <i>Utility coordination</i>• <i>Preliminary roadway and drainage design</i>• <i>Preliminary bridge design</i>• <i>Local government coordination/presentations</i>• <i>Stakeholder/property owner communications</i>• Public open house #1 – August 26, 2014	February 2014 through Fall 2014
Environmental Re-evaluation <ul style="list-style-type: none">• <i>Wetland impact evaluation</i>• <i>Biological assessment</i>• <i>Noise modeling and evaluation</i>• <i>Wildlife and vegetation evaluation</i>	Spring 2014 to Summer 2015
Final Design <ul style="list-style-type: none">• <i>Roadway plans</i>• <i>River hydraulics</i>• <i>Bridge design</i>• <i>Utilities design</i>• <i>Retaining walls and drainage</i>• <i>Local government coordination</i>• <i>Stakeholder/property owner communications</i>• Public open house #2 – winter/spring 2015	Fall 2014 through Fall 2015
Advertisement and Contracting <ul style="list-style-type: none">• <i>Complete bid documents and advertise</i>• <i>Award project to a contractor</i>	Winter 2015 to Spring 2016
Construction <ul style="list-style-type: none">• <i>Specific construction approach to be announced prior to beginning construction</i>	2016 to 2017

Public / Agency Involvement Progress

- Local government coordination/presentation – 1 given, 2nd in progress
- Stakeholder interviews – 15 interviews conducted
- Adjacent property owner coordination – 6 meetings/contacts
- Public meetings – Preliminary Design Open House; set for August 26, 2014
- Blaine Co. Regional Transportation Committee coordination (ongoing)
- Wildlife subcommittee – presentation on bridge design at 2 meetings
- Newsletters / mailings / media communications – 1 complete / 2nd out now
- State agency meeting held on May 13, 2014



Public Open House #1

Preliminary Design

Tuesday, August 26, 2014 / 5:00 p.m. to 7:00 p.m.
Kentwood Lodge in Ketchum / Pow Wow Room

Drop in anytime during the session

Questions and Input

- For more information:
 - Steve Hunter, ITD Project Manager
 - Mike Pepper, KMP Planning, Public Inv. Lead
 - *See newsletter for contact information*
 - *Project web site:*
<http://itd.idaho.gov/Projects/D4Idaho75TimmermanToKetchum/bigwoodriverbridge.asp>

City of Ketchum, Idaho

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



July 29, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Consideration of the application by Ketchum Partners, LLC for
101 First Avenue Townhomes, Townhouse Subdivision Preliminary Plat
at 101 First Avenue South (Sun Valley Athletic Club Subdivision, Lot 1A),
located in the Community Core (CC), Subdistrict C, zoning district.**

Introduction/History

This application by Ketchum Partners LLC (represented by Garth McClure, Benchmark Associates) is a request for the approval of a seven (7) unit Townhouse Subdivision Preliminary Plat of 101 First Avenue Townhomes.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat in their actions and adopted findings of fact, signed June 23, 2014. This project also received Design Review approval (findings of fact signed May 27, 2014) and is currently under construction (building permit #14-030).

Current Report

See attached staff report.

Financial Requirement/Impact

None.

Recommendation

I respectfully recommend that the City Council approve the 101 First Avenue Townhomes Townhouse Subdivision Preliminary Plat.

Suggested Motion

"I move to approve the 101 First Avenue Townhomes Townhouse Subdivision Preliminary Plat, finding the application meets with the applicable review standards with the conditions 1 - 7, as noted in the staff report."

Sincerely,

A handwritten signature in cursive script that reads "Rebecca F. Bundy".

Rebecca F. Bundy
Senior Planner

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF AUGUST 4, 2014**

APPLICANTS: Ketchum Partners, LLC

REPRESENTATIVE: Garth McClure, Benchmark Associates

PROJECT: 101 First Avenue Townhomes

FILE NO.: 14-040

REQUEST: Preliminary plat approval for a seven (7) unit attached townhouse development, with each unit on a separate subplot, and associated common area.

LOCATION: 101 First Avenue South (Sun Valley Athletic Club Subdivision, Lot 1A)

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

NOTICE: Property owners within 300 feet were mailed notice on May 21, 2014 and agencies were mailed on May 22, 2014.
Published in the Idaho Mountain Express on May 7, 2014 for a May 27, 2014 meeting and continued on the record to June 9, 2014.

REVIEWER: Rebecca F. Bundy, Senior Planner

ATTACHMENTS:

- A. Application, dated March 25, 2014, including:
 - Application Form
 - DRAFT Townhome Declaration, dated April 24, 2014
- B. Reduced scale preliminary plat, dated March 26, 2014
- C. 101 First Avenue Townhomes, Preliminary Plat, Planning and Zoning Commission Findings of Fact, signed June 23, 2014

BACKGROUND

1. This application is for construction of a seven (7) unit attached townhouse development in the Community Core, Subdistrict C. Each two (2) story unit, with access to a third story roof deck, will be located on its own subplot. Vehicular access and some landscaped area will be designated as common area. The applicant has chosen Building Type 4 – Multi-family Home as the building type.

2. The total lot area is 16,512 square feet. Sublot sizes are as follows, with the remaining area left as common area:
 - Sublot 1: 1,545 square feet
 - Sublot 2: 1,879 square feet
 - Sublot 3: 2,105 square feet
 - Sublot 4: 1,262 square feet
 - Sublot 5: 2,105 square feet
 - Sublot 6: 1,980 square feet
 - Sublot 7: 1,232 square feet
3. The Planning and Zoning Commission has recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on June 23, 2014. (See Attachment C.)
4. This project has received Design Review approval, with Findings of Fact signed on May 27, 2014. At that time, the project's utilities, grading and drainage were carefully reviewed, and conditions of approval relating to those issues were placed.
5. This townhouse subdivision application was routed to City department heads and the City Engineer on May 22, 2014. The only additional comment not addressed at Design Review, from the City Engineer, was that the applicant should consider consolidating sewer services into common trenches to limit the number of street cuts required. The applicant has been made aware of this recommendation.
6. A draft Townhome Declaration has been submitted, and a plat note has been provided, that grant mutual reciprocal easements for existing and future public utilities, including, but not limited to, water, cable TV, sewerage, telephone, natural gas and electrical lines over, under and across the townhouse sublots and common area for the repair, maintenance and replacement thereof.

EVALUATION STANDARDS

16.04.070 TOWNHOUSES.

B. Owner's Documents. The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

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

Recommendation: This standard has been met.

C. Preliminary Plat Procedure.

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

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

Staff Analysis: The applicant has received Design Review approval from the Commission with Findings of Fact signed on May 27, 2014. The Commission has recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on June 23, 2014. (See Attachment C.) Construction has commenced under building permit #14-030.

Recommendation: This standard has been met.

D. Final Plat Procedure.

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

a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,

b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

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

Staff Analysis: This application is for preliminary plat.

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

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

Staff Analysis: Each unit has an attached garage at the basement level, and the garages are tied to each unit.

Recommendation: This standard has been met.

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

Staff Analysis: All other ordinances and regulations shall be followed.

Recommendation: This standard shall be met.

RECOMMENDED CONDITIONS

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. This approval is given for the preliminary plat of Sublots 1 - 7, 101 First Avenue Townhomes plans dated March 26, 2014, by Benchmark Associates;
3. The failure to obtain final plat approval by the Council of an approved preliminary plat within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

7. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the official file on the application.

**Attachment A.
Application,
dated March 25, 2014, including:**

- Application Form
- DRAFT Townhome Declaration, dated April 24, 2014

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: 101 First Avenue Townhomes

OWNER OF RECORD: Ketchum Partners, LLC, c/o Rick Basnaw & Brendan Lawrence

ADDRESS OF OWNER: 1990 144th AVE NE, Woodinville, WA 98072

REPRESENTATIVE OF OWNER: Benchmark Associates, c/o Garth McClure

CONTACT: Owner: Representative: X Phone No.: 208-726-9512 X111

Mailing Address: P.O Box 733, Ketchum, ID 83340

LEGAL DESCRIPTION: (attach if necessary): Lot 1A of Sun Valley Athletic Club, according to the official plat thereof, recorded as Instrument No. 319417, records of Blaine County, Idaho.

STREET ADDRESS: 101 First Avenue South

SUBDIVISION FEATURES: Number of Lots: 7 Townhouse Sublots

Number of Dwelling Units: 7

Total land area in acres or square feet: 16,512 S.F. (0.38 ACRES)

Current Zoning District: CC

Proposed Zoning District: CC

Overlay District: Flood Avalanche Pedestrian Mountain

Type: Condominium Land PUD Townhouse X

Adjacent land in same ownership in acres or square feet: N/A

Easements to be dedicated on final plat: (describe briefly): Mutual Reciprocal Easements for existing and future public and private utilities, per Plat Note #4.

Proposed and existing exterior lighting: (described briefly): Exterior lighting shall conform to city code.

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

Streets Paved	Yes <u>X</u>	No <u> </u>	Water Supply:	Ketchum Municipal	<u>X</u>
Curbs & Gutters	Yes <u>X</u>	No <u> </u>		Private Wells	<u> </u>
Sidewalks	Yes <u>X</u>	No <u> </u>			
Street Lights	Yes <u> </u>	No <u>X</u>	Sewer System:	Public	<u>X</u>
Street Signs	Yes <u> </u>	No <u>X</u>		Septic	<u> </u>
Fire Hydrant(s)	Yes <u> </u>	No <u>X</u>		Cesspool	<u> </u>
Extend Water Lines	Yes <u>X</u>	No <u> </u>			
Extend Sewer Lines	Yes <u>X</u>	No <u> </u>	Power:	Underground	<u>X</u>
				Overhead	<u> </u>

received
3-27-14

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

ATTACHMENTS TO COMPLETE APPLICATION:

Copies of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations

Copy of current title report and owner's recorded deed to the subject property

Six (6) copies of preliminary plat; one (1) 11x17 copy; and, a CD or email of the electronic copy (.pdf) of the plat

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

Signature of Owner/Representative:  Date: 3.25.14

-----Administrative Use Only-----

Name of Subdivision: _____

Date Application Received: _____

PRELIMINARY PLAT: Date Received by Planning Department: _____

Administrative Comments: _____

Date Placed on Planning & Zoning Commission Agenda: _____

Date Legal Notice Published: _____ Date Applicant Notified: _____

Comments from Agencies: _____

Comments/Actions Taken by Planning & Zoning Commission: _____

Date Placed on City Council Agenda: _____

Administrative Comments: _____

Date Applicant Notified: _____

Comments/Actions Taken by City Council: _____

Date of Preliminary Plat Approval: _____

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND
EASEMENTS
FOR
101 FIRST AVENUE TOWNHOMES**

This Declaration of Covenants, Conditions, Restrictions, and Reservations and Easements for 101 First Avenue Townhomes is made as of this _____ day of _____, 2014, by Ketchum Partners, LLC, a Washington limited liability company ("Declarant.").

RECITALS

- A. Declarant is the Owner of that certain real property located within, the City of Ketchum, Idaho, platted as 101 First Avenue Townhomes, a subplot [unit lot?] subdivision per plat recorded as Instrument No. _____, records of Blaine County, Idaho and legally described on Exhibit A attached hereto (the "Property").
- B. Declarant desires to create a homeowners association for the Property to provide for the maintenance, preservation, and architectural control of the privately-owned parcels and Common Maintenance Areas (as defined below) within the community and to promote the health, safety, happiness, and welfare of the residents of the community.
- C. For the benefit and protection of the Property, to enhance its value and attractiveness, Declarant provides herein for a comprehensive system of land-use and building controls within the Property.

SUBMISSION OF THE PROPERTY TO THIS DECLARATION

Declarant, being the sole owner of the Property, hereby makes this Declaration for the purpose of submitting the Property to this Declaration, and declares that the Property described above shall be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the following covenants, conditions, restriction, reservations, grants of easement rights, rights of way, liens, charges and equitable servitudes, which are for the purpose of protecting the value and desirability of the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof. This Declaration shall run with the land and bind Declarant, its successors and assigns, all subsequent owners of the Property or any part thereof, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns. Any conveyance, transfer, sale, assignment, lease, or sublease of a Townhome shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be



enforceable by Declarant, any Owner, the Association, and any first Mortgagee of any Townhome.

ARTICLE 1 **DEFINITIONS**

Section 1.1 Definitions. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

“Articles” mean the articles of incorporation of the Association, as defined below.

“Assessments” mean all sums chargeable by the Association against a Lot, including, without limitation: (a) general and special Assessments for Common Expenses and Specially Allocated Expenses; (b) charges and fines imposed by the Association; (c) interest and late charges on any delinquent account; and (d) costs of collection, including reasonable attorneys’ fees, incurred by the Association in connection with the collection of a delinquent Owner’s account.

“Association” means the 101 First Avenue Townhomes Association, an Idaho nonprofit corporation, as described more fully in Article 4, and its successors and assigns.

“Board” means the Board of Directors of the Association, as provided for in Article 5.

“Bylaws” mean the bylaws of the Association as they may from time to time be amended.

“City” means the City of Ketchum, State of Idaho.

“Common Area” means the Common Area shown on the Plat

“Common Facilities” mean the facilities for the Property that serve the Common Area and more than one Lot or Townhome, including, but not limited to the common irrigation system [will there be there one?; exterior lighting; garbage collection and recycling; and snow melt boilers.

“Common Maintenance Areas” mean the portion of the Property and improvements described in Section 2.1.

“Common Expense Liability” means the liability of the Owner of each Lot for Common Expenses, which liability is in proportion to the area of the Owner’s Townhome to all Townhomes, as set forth in Exhibit B hereto.

“Common Expenses” shall mean the expenses and liabilities of the Association, including, but not limited to, the expenses of the Association relating to (a) the operation, maintenance, repair and replacement of the Common Maintenance Areas (as defined herein); (b) Exterior Townhome Maintenance; (c) Utilities for the Common Area, Common Facilities or

that serve more than one Townhome; (d) insurance obtained by the Association as required by Article 10; (e) reserves for Common Maintenance Areas and Exterior Townhome Maintenance; and (f) management and administration of the Association.

“County” shall mean the County of Blaine, State of Idaho.

“Declarant” shall mean Ketchum Partners, LLC, a Washington limited liability company, and its successors and assigns if such successors or assigns should be specifically assigned the rights and duties of Declarant by written instrument in recordable form.

“Declaration” shall mean this Declaration of Covenants, Conditions, Restrictions and Reservations and Easements for 101 First Avenue Townhomes and any amendments thereto.

“Exterior Townhome Maintenance” means the maintenance of the exteriors of the Townhomes done by the Association, as described more fully in Section 7.1.

“Lot” means any of the seven sublots [unit lots?] shown on the Plat. Ownership of a Lot shall include ownership of the Townhome and improvements now or hereafter constructed on the Lot.

“Member” means a person entitled to membership in the Association pursuant to Section 4.5.

“Mortgage” means a recorded mortgage or deed of trust that creates a lien against a Townhome and shall also mean a real estate contract for the sale of a Townhome.

“Mortgagee” means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a Mortgage and shall also mean the vendor, or the designee of vendor, of a real estate contract for the sale of a Lot. For the purpose of determining the percentage of first Mortgagees approving a proposed decision or course of action, a Mortgagee shall be deemed a separate Mortgagee for each Lot on which it holds a Mortgage which constitutes a first lien on the Lot. Mortgagees shall have the same voting rights as the Owners of any Lot subject to a Mortgage.

“Notice and Opportunity to be Heard” means the procedure wherein the Board shall give written notice of the proposed action to all Owners, tenants, or occupants of the Townhomes whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

“Owner” means the owner of record, whether one or more persons or entities, of a fee simple title to any Lot and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee’s interest under such real estate contract, to the exclusion of the vendor thereunder; provided, however, any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an Owner.

“Person” includes natural persons, partnerships, corporations, limited liability companies, associations, trusts, personal representatives, or other legal entities.

“Plat” means the plat for the Property recorded as 101 First Avenue Townhomes, a subplot subdivision per plat recorded as Instrument No. _____, records of Blaine County, Idaho.

“Property” means that real property and improvements located on the Plat, commonly known as 101 First Avenue Townhomes and more particularly described on Exhibit A attached hereto.

“Specially Allocated Expenses” means those costs of the Association that are allocated to Owners on the basis of usage or benefit, as provided in Section 9.6.

“Structure” means the Townhome and any building, fence, wall, pole, driveway, walkway, patio, deck, antenna, or the like.

“Townhome” means any of the residential structures, which are now or will in the future be located on a Lot.

“Townhome Improvements” means all interior walls, floors, ceilings, stairs, structural elements and insulation within a Townhome; all fixtures, equipment and built-in appliances within a Townhome, on the deck of the Townhome or serving only that Townhome, whether part of the original construction or added later, and the concrete pavers and pedestals or other finished surface of a deck that is not part of the waterproof membrane or system of the Townhome. Townhome Improvements do not include those portions of the exteriors of the Townhomes for which the Association has responsibility and foundations or support elements for more than one Townhome.

“Utility” shall mean any systems, fixtures, equipment, lines or courses relating to, without limitation, water; storm sewer; sanitary sewer; television cable; fiber optic communications; drainage; gas; electric; telephone; pipes; security systems; lighting; heating, ventilation and air conditioning (“HVAC”); meters; miscellaneous utility conduits; and other related or similar structures.

ARTICLE 2
COMMON MAINTENANCE AREAS

Section 2.1 Description of Common Maintenance Areas. The Common Maintenance Areas are comprised of the following:

- 2.1.1 The Common Area;
- 2.1.2 The Common Facilities;
- 2.1.3 The sidewalks around the Property;

2.1.4 All lawns, trees, shrubs, fences, planters and landscaping on the Property (whether on Lots or the Common Area), including the irrigation system (?), but not including planters, pots and watering systems installed by Owners on their patios (?) or decks; and

2.1.5 Any Utility not owned by a utility company serving more than one Townhome.

Section 2.2 Maintenance. The Association shall have full responsibility for the maintenance, repair, replacement, and improvement of the Common Maintenance Areas. All such areas and facilities shall be reasonably maintained for their intended use, subject to applicable governmental restrictions. In addition, the Association shall provide Exterior Townhome Maintenance pursuant to Section 7.1.

Section 2.3 Damage to Common Maintenance Areas. Except to the extent covered by the Association's insurance, each Owner shall be liable for any damage to any Common Maintenance Area caused by the Owner or the Owner's family member, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association may levy a special assessment against the Owner and have a lien upon the Owner's Lot for the amount of such damages as determined by the Board after Notice and Opportunity to be Heard.

ARTICLE 3
COMMON AREA AND EASEMENTS

Section 3.1 Common Area. Before conveyance of the first Lot, Declarant shall convey the Common Area to the Association by [statutory warranty] deed free and clear of any encumbrances other than those shown on the Plat and this Declaration.

Section 3.2 Grant of Utility Easements. Declarant grants easements for all typical Utility and service purposes, including, but not limited to, electrical power lines, water pipelines, drainage pipes and related equipment, cable, natural gas, HVAC condensers and condensate lines, mail service, address markers, security systems, telephone and meters to all Lots, for the Utilities

as constructed, whether or not the location is specifically called or identified as an easement area on the Plat. These easements grant to Owners and suppliers of Utilities a reasonable right of access and right to make necessary improvements, repairs and replacement of component parts of the Utilities. The Owner(s) of the Lot(s) served by the Utilities shall bear the cost of such repair and replacement and are obligated to restore ground surface, vegetation, or Structures to the same condition as existed immediately prior to such repair or replacement. The fact that a Utility is located on one specific Lot shall not impose any greater obligation of maintenance of that Utility upon the Owner of that Lot than on any other Owner(s) if such Utility serves another Lot or Lots.

Section 3.3 Use of Common Areas. Each Owner shall have the right to use the Common Area in common with all other Owners, subject to this Declaration, the Bylaws, any rules and regulations adopted by the Association, including the right of the Association to totally bar or restrict use of portions of the Common Area where ordinary use could be dangerous, unreasonably increase Association costs, or be detrimental to the environment, or is inconsistent with its designated use on the Plat.

Section 3.4 Delegation of Use. Any Member may delegate, in accordance with such rules and regulations as the Association shall promulgate, his or her right of use and enjoyment of the Easements to family members, guests, and tenants of such Member. Each Owner shall be responsible for informing such Owner's family members, guests, tenants, and service personnel of the contents of this Declaration as well as any rules and regulations that may be adopted by the Association as they may relate to the use and enjoyment of the Easements.

Section 3.5 Association Functions. There is hereby reserved to Declarant and the Association or their duly authorized agents and representatives such easements over the Property (Lots, Townhomes and Common Area) as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration, or in the Bylaws, and rules and regulations adopted by the Association.

ARTICLE 4 **HOMEOWNERS ASSOCIATION**

Section 4.1 Establishment. There is hereby created an association called the 101 First Avenue Townhomes Association (the "Association").

Section 4.2 Form of Association. The Association shall be a nonprofit corporation formed and operated under the laws of the State of Idaho.

Section 4.3 Articles and Bylaws. Declarant will adopt Articles of Incorporation and will propose to the initial Board of Directors the adoption of Bylaws to supplement this Declaration and to provide for the administration of the Association and the Property and for other purposes not inconsistent with this Declaration. In the event of any conflict between this Declaration and the Articles for such nonprofit corporation, the provisions of this Declaration shall prevail. Bylaws for the administration of the Association and the Property, and to further

the intent of this Declaration, shall be adopted or amended by the Owners at regular or special meetings; provided that the initial Bylaws shall be adopted by the Board of Directors. In the event of any conflict between this Declaration and any Bylaws, the provisions of this Declaration shall prevail.

Section 4.4 Board of Directors. The Association shall be managed by a Board of Directors who is members of the Association. They shall be elected as set forth in the Articles of Incorporation and Bylaws of the Association.

Section 4.5 Membership and Voting Rights. Each Owner of a Lot shall automatically be a member of the Association. Each Owner shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as the joint Owners may decide among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Section 4.6 Transfer of Membership. The membership in the Association of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership and shall not be transferred in any way except upon the transfer of title to the Lot, and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 4.7 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with standard accounting principles. The Board or a majority of the Owners may at any time require an annual audit prepared by an independent certified public accountant which shall be paid for by the Association.

Section 4.8 Inspection of Association Documents, Books, and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, and other rules, books, records, and financial statements of the Association, and the most recent annual audited financial statement, if one is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to pay the cost of making the copies.

ARTICLE 5
MANAGEMENT OF THE ASSOCIATION

Section 5.1 Administration of the Property. The Owners covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are made a part hereof. Administrative power and authority shall be vested in the Board.

Section 5.2 Authority and Duties of the Board. On behalf of and acting for the Association, the Board, for the benefit of the Property and the Owners, shall have all powers and authority permitted to the Board under this Declaration including, but not limited to, the following:

5.2.1 Levy, collect, and enforce the collection of, Assessments, as more particularly set forth in Article 9 hereof, to defray expenses attributable to carrying out the duties and functions of the Association hereunder;

5.2.2 Obtain and maintain insurance for the Property and the Association, as required by Article 10;

5.2.3 Enter into agreements with one or more qualified persons to provide for the maintenance, repair and replacement of the Common Maintenance Areas, the collection of Assessments for Common Expenses and Specially Allocated Expenses, the sending of all required notices to Members, the operation of Association meetings, and other regular activities of the Association;

5.2.4 Contract and pay for any materials, supplies, labor or services which the Board should determine are necessary or proper for carrying out the powers and duties of the Association under this Declaration, including legal, accounting, management, security or other services; however, if any materials, supplies, labor or services are provided for particular Townhomes or their Owners other than Exterior Townhome Maintenance, the cost thereof shall be specially assessed to the Owners of the Townhomes;

5.2.5 Grant easements Utilities over the Common Areas for purposes consistent with the operation of the Property and Townhomes;

5.2.6 Adopt reasonable rules and regulations governing the operation, maintenance or use of the Common Maintenance Areas and the Property and other matters of mutual concern to the Members, which rules and regulations are not inconsistent with this Declaration and the Bylaws and which treat all Members fairly and in a non-discriminatory manner; and

5.2.7 After Notice and an Opportunity to be Heard by the Board or by a representative designated by the Board and in accordance with such procedures as provided in this Declaration, the Bylaws, or rules and regulations adopted by the Board, levy reasonable

fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, or rules and regulations of the Association.

Section 5.3 Additional Powers of the Association. In addition to the duties and powers of the Association, as specified herein and elsewhere in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purpose of this Declaration.

ARTICLE 6

ARCHITECTURAL CONTROL

Section 6.1 Construction and Exterior Alterations or Repairs.

6.1.1 Declarant, or a successor to Declarant, has constructed or will construct the initial Townhomes, Structures and other improvements on the Lots, which that have been designed by the Declarant to be harmonious, compatible and complementary to each other. Any alterations or additions to the exteriors of the initial Townhomes, Structures or other Improvements on the Lots (including, without limitation, concrete or masonry walls, walkways, rockeries, driveways, fences, hedges, pools, hot tubs, landscaping or other Structures) to be constructed, erected, placed or altered within the Property (“Exterior Alterations and Additions”) must be approved by the Board or, if delegated by the Board, to an Architectural Control Committee (“ACC”) composed of three or more persons appointed by the Board; provided, that until completed Townhomes have been constructed on all of the Lots, Declarant shall act as the ACC. Complete plans and specifications of all such proposed buildings, structures, exterior alterations and repairs, or landscaping together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC shall be submitted to the ACC before construction, alteration or repair is begun. Construction, alteration or repair shall not begin until written approval thereof is given by the ACC.

6.1.2 The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the exterior design with proposed or existing structures on the Lots and, as to location of the building, with respect to topography, finish grade elevation and building setback restrictions and compliance with the Plat, in accordance with any architectural guidelines to be adopted by the ACC.

6.1.3 All plans and specifications submitted for approval by the ACC must be submitted in duplicate at least 30 days prior to the proposed construction or exterior alteration or repair starting date. In the event the ACC fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, the ACC will be deemed not to have given its approval.

6.1.4 The maximum height of any building shall be established by the ACC as part of plan approval and shall be given in writing together with the approval. If the ACC has failed to disapprove such design and location within the 30 day limit, and such design and location is thereby deemed approved, the maximum height of any building shall be no greater than the height of the building as originally constructed by Declarant and must also comply with local zoning, land use and building codes.

6.1.5 The ACC may require that all plans or specifications be prepared by an architect or a competent house designer approved by the ACC. One complete set of the plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction or exterior, alteration or repair visible from a street or other Lot which is not suitable or desirable, in the ACC's opinion, and such refusal may be based entirely on aesthetic or other factors.

6.1.6 In evaluating any design, the ACC may consider the suitability of the proposed building or other structure, the material of which it is to be built, the exterior color scheme, the site upon which such buildings or structures are proposed to be built, the harmony thereof with the surroundings, and the effect or impairment that such building or structure will have on the view or outlook of surrounding Lots, compliance with the Plat, and any and all other factors which, in the ACC's opinion, shall affect the desirability or suitability of such proposed structure, building, improvements, or exterior alteration or repair.

6.1.7 The ACC shall have the right to disapprove the design or installation of any recreational structure or equipment deemed undesirable, in the ACC's reasonable opinion, based on aesthetic factors or otherwise. The ACC may consider the visual impact of the proposed structure or equipment and the noise impact of the related activities upon all nearby Lots. Any enclosure or cover used in connection with such a recreational structure or equipment whether temporary, collapsible, or seasonal, shall be treated as a permanent structure for purposes of these covenants, and shall to be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and structures.

6.1.8 Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of this Section 6.1 as to any Lot owned by Declarant.

6.1.9 Based on recommendations from the structural engineer for the Property, Declarant has established a weight load for the roof top decks of 8,000 pounds over a 9' by 8' area. It is expected that Owners will want to install hot tubs on their roof top decks. In order to maximize privacy, Declarant has established zones for hot tubs on each deck. Initial installation of any hot tub on a deck as long as Declarant has a Lot for sale, will be subject to approval by Declarant and thereafter by the ACC. In addition to verifying weight load of the proposed hot tub, Declarant or the ACC may require installation of privacy screening.

6.1.10 By majority vote, the ACC may adopt or amend architectural guidelines consistent with this Declaration for making its determinations hereunder.

6.1.11 No Structure shall be erected, altered, placed, or permitted to remain on any Lot unless the Structure complies with the Plat and with applicable building codes.

Section 6.2 Declarant Facilities. Notwithstanding any provision in this Declaration to the contrary, Declarant and its agents, employees and contractors shall be permitted to maintain during the period of sale of Townhomes upon such portion of the Property (other than Lots sold by Declarant) as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Townhomes, including but not limited to a business office, storage area, signs, model units, sales office, and construction office for all prospective purchasers of Declarant.

Section 6.3 Declarant Inspections and Repairs. **The Declarant shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Property in order to ascertain the physical condition of the improvements on the Lots and to determine whether maintenance, repairs, or replacements of any such improvements are indicated. The Declarant shall pay all costs of such inspections and tests made pursuant to this Section, shall have the right to make such repairs at it deems appropriate, shall restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Lots from any damage resulting therefrom. The Declarant shall have such rights of entry on, over, under, across and through the Lots as may be reasonably necessary to exercise the rights described in this Section. The Declarant shall provide reasonable advance notice to the Association of the inspections and repairs, shall permit representative of the Association to be present during the inspections and repairs and shall provide the Association copies of the inspection reports.**

ARTICLE 7 MAINTENANCE OF LOTS AND DWELLINGS

Section 7.1 Association Maintenance Obligations. The Association shall provide the following Exterior Townhome Maintenance: maintain, paint, repair, and replace roofs, gutters, downspouts, siding, exterior windows and doors, window and door frames, decks (excluding concrete pavers or other finished surface not part of the waterproof membrane or system) railings, trim and fascia of the Townhomes. Exterior Townhome Maintenance shall not include repair or replacement of any portion of a Townhome not specifically listed above, including, without limitation, Townhouse Improvements, except to the extent of proceeds from any Association insurance. The costs of Exterior Townhome Maintenance, except for repair or replacement of exterior windows and doors (but not the operation of garage doors, which shall be an Owner responsibility) shall be a Common Expense paid out of Assessments and reserves. Association costs of repair or replacement of exterior doors and windows of the Owner's Townhome shall be

specially assessed to the Owner. The Association shall also maintain, repair and replace the trees, shrubs, fences, landscaping, irrigation system, sidewalks, steps, stoops, driveways and walkways on the Lots pursuant to Section 2.1.

Section 7.2 Owner Maintenance Obligations. All improvements upon any Lot not maintained by the Association shall at all times be maintained by the Owner in a clean and attractive condition, painted and in good repair, and in such a fashion as to not create a hazard of any kind. More particularly, **each Owner is responsible for operation, maintenance, painting, repair, and general upkeep of the Townhome Improvements on the Owner's Lot and operation of garage door for the Townhome.** All work on such items is subject to ACC review and approval prior to commencement of work. In the event any Owner(s) fails to meet the foregoing obligations, the Association may, after Notice and an Opportunity to be Heard, enter onto the Owner's Lot and perform such work at the expense of the Owner, for which the Association may levy a special Assessment against the Owner.

Section 7.3 Common Foundations and Supports. In the event repair or replacement of a foundation or support element ("Common Foundation and Support") of two Townhomes should become necessary or appropriate, the Owners of such Townhomes shall be jointly and equally responsible for such repair or replacement. In the event an Owner of a Townhome determines repair or replacement of a Common Foundation or Support of two Townhome is necessary or appropriate, that Owner shall notify the Owner of the other Townhome with the Common Foundation (the "Other Townhome") of the need to perform such repair or replacement. If the Owners of both Townhomes with the Common Foundation or Support needing repair or replacement (the "Affected Townhomes") agree that the repair or replacement is necessary, they shall jointly cause such work to be performed (which shall be done by the Association at the request of any Owner of an Affected Townhome), and the Owners of the Affected Townhomes shall share equally in the cost of such work. If an Owner of an Affected Townhome determines that repair or replacement of the Common Foundation or Support of a Townhome is necessary or appropriate and the Owner of the other Affected Townhome does not agree with such determination, then the Owners of the Affected Townhomes shall mutually agree upon and retain a professional engineer licensed in the State of Idaho having at least five (5) years experience in such matters to inspect the Common Foundation or Support, and the engineer shall make a determination as to whether such repair or replacement is required and which Townhomes are affected. The determination of such engineer shall be binding on the Owners of the Affected Townhomes, and all expenses and fees of the engineer and of the repair or replacement work required to be allocated equally between the Owners of the Affected Townhomes. In the event the Owners of the Affected Townhomes cannot agree upon a professional engineer having the required qualifications within a 30-day period, then any Owners of an Affected Townhome may make application to the Board, which shall select such engineer having the requisite qualifications. The fees and expenses of the engineer shall be shared equally by the Owners of the Affected Townhomes. In the event the Owner of an Affected Townhome fails to its share of the cost of the repair or replacement of the Common Foundation or Support by thirty (30) days after written demand therefore, then the amount not paid or reimbursed, as well as interest thereon at the rate of twelve percent (12%) per annum from the date of such written demand, shall become a charge against the Owner and a lien against the Owner's Lot who fails to make such payment or

reimbursement. Each Owner of Townhome shall be deemed to have agreed by acceptance of a deed conveying a Lot, that any such lien shall be effective without the necessity of obtaining the joinder of such Owner in the execution of any instrument, upon the filing by another Owner of an Affected Townhome of a claim of lien in the Official Records of the County. If the work is done by the Association, the Association shall have the right to levy a special Assessment against the Owners of the Affected Townhomes.

Section 7.4 Utilities. Unless maintained by the utility company, Utilities that serve only one Lot are the sole responsibility of the Owner of that Lot and Utilities that serve more than one Lot shall be maintained, repaired, rebuilt and/or replaced by the Association, with costs being a Common Expense (**alternative: allocated equally among the Owners of the Lots served by the Utility**). Any disputes among the Owners of a Utility serving more than one Lot and the payment obligations and rights of the Owners thereof shall be resolved in the same manner provided for common foundations in Section 7.3.

Section 7.5 Protection of Townhomes. Except for Exterior Townhome Maintenance done by the Association, each Owner shall take all steps reasonably required to protect the Owner's Townhome from infestation of, damage from or exposure to: rain, snow, hail, wind and other weather conditions; moisture, dry rot, rodents, termites and other damaging or dangerous vermin or insects; and deterioration or other injury, whether sudden or cumulative, from any use of or condition in his Townhome unit except wear and tear incident to ordinary, and prudent use and condition of the Townhome.

Section 7.6 Replacement Materials. All replacement materials shall be of the same quality and color as the original construction, unless otherwise approved by the ACC pursuant to Section 6.1.

Section 7.7 Association Annual Inspections. At least annually, the Association shall have the Property inspected by a qualified engineer or architect (the "Inspector") in order to ascertain the physical condition of the improvements thereon and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Promptly after completion of the inspection, the Inspector shall prepare a written report of the inspection for the Board (the "Annual Inspection Report"). As long as the Declarant has any potential liability to the Association or any Owner for construction defects arising out of the construction of the Property, the Association shall provide reasonable advance notice to the Declarant of when the inspections will occur, permit a representative of the Declarant to be present during the inspections, and provide the Declarant with copies of the inspection reports. Notices and the Annual Inspection Reports shall be provided to the Declarant at the following address:

Ketchum Partners, LLC

or to such other address or by such other means as the Declarant may by notice to the Association designate. If the Declarant has furnished an inspection report to the Association

pursuant to Section 6.3, the Association may use that report as the report required by this Section. The Association shall report to the Owners at least annually on the condition of the Property, which shall include a copy or summary of the Annual Inspection Reports and the Board's program for implementing any recommended repairs, replacements or other actions contained in those reports.

ARTICLE 8

USE RESTRICTIONS

Section 8.1 Restrictions on Parking. Parking of motor vehicles within the Property shall only be permitted in attached garages. Parking on the driveway within the Property is prohibited. No Owner shall store or allow any occupant or tenant to store any trailers, boats, motor homes, recreational vehicles, or trucks (except those used by Declarant in connection with the development of the Property or construction of the Townhomes) or any disabled or inoperable motor vehicle on the Property unless any such vehicle is completely enclosed and hidden from view within a garage. Violations of this Section shall subject such vehicles to impound, at the expense and risk of the Owner thereof.

Section 8.2 Sidewalks. The sidewalks within the Property shall be used exclusively for normal ingress, egress and common use, and no obstructions shall be placed thereon or therein.

Section 8.3 Residential Use. All Lots and all Townhomes and other Structures located thereon shall be used, improved and devoted exclusively for residential purposes only, including: (i) sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants or personal guests, and similar activities commonly conducted within a residential dwelling, (without regard to whether the Owner or occupant uses Townhomes as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis) or such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Declaration and all applicable laws for residential dwellings; (ii) for use as a home offices or for a home occupations not involving use by nonresident employees or regular visits by customers or clients, unless the Board determines that such use would not adversely affect (a) the right of the other Owners to the quiet enjoyment of their Townhome and Lot or (b) the value of the other Townhomes and Lots; (iii) for the common social, recreational or other reasonable uses normally incident to such purposes; and (iv) for purposes of operating the Association and managing the Property.

Section 8.4 Windows, Decks and Exterior Walls. To preserve the attractive appearance and proper maintenance of the Townhomes and the Property, the nature of items that may be placed in or on windows, decks, and the exterior walls, so as to be visible from a street or from other Lot shall be as follows:

8.4.1 Window coverings visible from outside the Townhome, including curtains, shutters, drapes or blinds, shall be of commercially produced quality and shall be white or off-white unless otherwise approved by the Board.

8.4.2 Garments, rugs, laundry and other similar items may not be hung from windows, facades, or decks.

8.4.3 Planters, pots or other solid materials that can either (a) gather moisture leading to potential material disintegration or damage and/or (b) potentially fall and create a safety concern shall not be placed on any deck, deck railing or fence cap or post. Planters shall be raised adequately off the surface to allow for airflow and moisture evaporation.

Section 8.5 Exterior Lighting, Window Air Conditioners or Noisemaking Devices. Except as installed by the Declarant or with the consent of the ACC, no exterior lighting or noisemaking devices shall be installed or maintained on any Townhome or Lot, other than security and fire alarms; provided, however, false alarms of security and fire systems shall not be allowed to occur repeatedly. Seasonal holiday lighting and decorations are permitted if consistent with any applicable rules and regulations and if installed no more than 30 days before the celebrated holiday, and removed within 15 days after the celebrated holiday. No window air conditioners shall be allowed.

Section 8.6 No Nuisances. No noxious or offensive conditions shall be permitted upon any Lot or improvement thereon, nor shall anything be done thereon which is or may become an annoyance or nuisance to other occupants on the Property.

Section 8.7 Restriction on Further Subdivision. No Lot, or any portion of a Lot in the Property, shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of the Property shall be less than the area required for the use district in which the Property is located; provided, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

Section 8.8 Garbage and Trash Removal; Recycling. No Lot or Common Area may be used as a dumping ground for rubbish, trash, garbage, litter, junk and other debris. . Each Owner shall be responsible for the prompt and regular disposal of all of garbage, trash, and junk from the Owner's Townhome in appropriate containers in the common trash room for regular disposal or recycling in accordance with such rules or regulations as the Board or the garbage, trash or recycling service may post. Owners shall make a reasonable and good faith effort to comply with the recycling policies for the Property, including advising their tenants and guests. Owners shall be responsible for removal any oversized items from the Property.

Section 8.9 Animal Restrictions. No insects, reptiles, poultry, or animals of any kind shall be raised, bred, or kept in any Townhome, or on any Lot, except that domesticated dogs, cats or other usual household pets (hereinafter referred to as "pets") may be kept in a Townhome subject to rules and regulations adopted by the Board. The Board may prohibit dangerous breeds of dogs and may limit the number of pets that an Owner may keep on a Lot. No dog houses, kennels, dog runs, or the like may be kept or maintained on any Lot. All pets when outside a Townhome or enclosed deck shall at all times be kept on an adequate leash or other means of physically controlling the pet by a person capable of controlling the pet. Owners shall clean up after their pets. Any Owner whose pet violates these provisions or who causes any unreasonable

noise or damage to persons or property shall be liable to all such harmed Owners and their families, guests, and invitees. The Board may at any time require the removal of any pet at the Owner's sole expense which the Board finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain.

Section 8.10 Signs. No signs shall be displayed to public view on any Lot or Common Area except (i) an Owner may place a "FOR SALE" or "FOR RENT" sign not larger than two square feet in the planter in front of the Owner's Townhome or other location approved by the Board; (ii) the Association shall maintain the entry sign for the Property and may install signs on the Common Area, as approved by the Board, for the common good of the Property; and (iii) the Declarant may maintain signs on the Common Area and Lots it owns advertising Lots or Townhomes for sale or rent as long as it owns a Lot.

Section 8.11 Rental of Townhomes. Owners may rent or lease their Townhomes for residential purposes. There is no minimum term; however, all rental agreements must be in writing and must include language in substantially the following form:

"Tenant understands and agrees that the rental premises are subject to certain Covenants, Easements, Conditions and Restrictions ("CC&R's") and rules and regulations of the Association. Tenant agrees to conform to and abide by all the provisions imposed by the CC&R's and the rules and regulations, as they may be changed from time to time. Tenant acknowledges receipt of copies of the CC&R's and rules and regulations of the Association."

Any Owner that rents or leases its Townhome must provide and attach a clear and legible copy of this Declaration (together with all amendments) and the rules and regulations of the Association, if any, to all tenants. If any tenant or occupant of a Townhome violates or permits the violation by his guests and invitees of any provisions hereof, the Owner of the Townhome shall be responsible for correcting or eliminating the violation or getting the tenant or occupant to do so. If the Association determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 9. No restriction on the right to lease a Unit shall apply to a Mortgagee in possession of a Unit acquired by Foreclosure.

Section 8.12 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Property subject to this Declaration shall be observed. In the event of any conflict between any provision

of such governmental regulations and restrictions of this Declaration, the more restrictive provision shall apply.

Section 8.13 Temporary Townhome. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a Townhome either temporarily or permanently.

Section 8.14 Protected Antennas. Owners may not install antennas, dishes or other receiving devices in or on any portion of the Lots, except as provided in this Section. Each Owner shall have the right to install a Protected Antenna (as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule") as it now exists or is hereafter amended or replaced, or any other federal, state or local law, code, rule or regulation that preempts, prohibits or limits restrictions on, or conditions to, the installation, maintenance or repair of telecommunications equipment desired by an Owner) (but no other kind of antenna, dish or receiving device) on the Owner's Lot, subject to such reasonable rules and regulations as the Board may adopt. If the provisions of this Section conflict with any applicable federal, state or local law, ordinance, rule or regulation, the terms of such law, ordinance, rule or regulation shall prevail, but the conditions and limitations set forth in this Section shall be enforced to the maximum extent permitted by law.

Section 8.15 Building Setback Requirements. All Townhomes and other Structures and improvements on the Lots shall comply with all applicable governmental requirements.

Section 8.16 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 8.17 Use and Disposal of Hazardous Substances. The Owner of each Townhome shall comply with all state, federal, and local laws and regulations governing or in any way relating to the handling, storage, use, dumping, discharge, or disposal of any hazardous substance or material. The Owner of each Townhome shall not dispose of or discharge any hazardous substance or materials on any Lot, Common Maintenance Area, adjacent public street, or other area located within the Property.

Section 8.18 Completion of Projects. Any Structures or improvements, including any repairs or replacement thereof, constructed on any Townhome shall be completed as to external appearance, including finish painting, within six months from the commencement of construction except for reasons beyond the control of the Owner, in which case a longer period may be permitted by the Board. The Board of Directors may extend this period due to inclement weather.

Section 8.19 Exterior Add-ons. No awnings or other projections shall be placed on or hang from the exterior surfaces of any Townhome unless they have been approved in accordance with Section 6.1.1.

Section 8.20 Outdoor Fires and Barbecues. Only gas or propane barbecues may be used for cooking on the decks when permitted by law and outdoor gas or propane heating devices, subject to any applicable rules and regulations of the Board. Reasonable and adequate precautions against fires must be taken. Excessive smoke or soot accumulation from fires shall not be allowed. No other outdoor fires shall be permitted on the Property.

Section 8.21 Unsightly Items. Unsightly items must be hidden from view within a Townhome, garage, or storage unit where they will not be seen from any Lot or public street. Unsightly items shall include, but shall not be limited to, garbage and trash, clothes lines, bicycles, recreational gear, outdoor maintenance equipment, firewood and ladders.

ARTICLE 9 **ASSESSMENTS**

Section 9.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any Assessment duly levied by the Association as provided herein. Such Assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successor title unless the lien for such delinquent Assessments had been properly recorded prior to title transfer or unless expressly assumed by that party. When ownership of a Lot changes, Assessments which have been established for the current fiscal year shall be prorated between the Buyer and Seller based on a 365 day year.

Section 9.2 Assessments for Common Expenses. Any Assessments which may be levied from time to time pursuant to the authority of the Board shall be established in accordance with this Article, except for Assessments levied against an Owner for the purpose of reimbursing the Association for costs incurred in bringing the Owner or his Townhome or Lot into compliance with the provisions of this Declaration. Declarant shall not be obligated to pay any Assessment levied against any Lots owned by it unless a Townhome has been constructed on the Lot and the Townhome is occupied. No Owner may exempt himself or herself from liability for his Assessments by abandoning his or her Lot or Townhome.

Section 9.3 Association Budget; Reserves. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually. The operating budget shall set forth sums required by the Association, as estimated by the Board, to meet its annual costs for Common Expenses, including reasonable amounts for reserves for future major repairs and replacements for which the Association is responsible under this Declaration.

Section 9.4 Levy of Assessments. In order to meet the costs projected in its operating budget, the Board shall determine and levy on every Owner of a Lot a general Assessment for Common Expenses. Unless otherwise provided in Section 9.6 or elsewhere in this Declaration, Assessments shall be allocated among the Lots in accordance their respective Common Expense Liabilities. Assessments shall commence upon the closing of the sale of the Lot with a completed Townhome thereon or upon the occupancy of the Townhome, whichever is earlier. Until Assessments have commenced on all Lots, Declarant shall have the option of either paying an amount equal to the Assessments which would have been due with respect to the unoccupied Lots owned by it had Assessments commenced thereon or paying to the Association an amount equal to the excess, if any, of actual expenses of the Association over Assessments levied.

Section 9.5 Amount of General Assessment. The Board shall make reasonable efforts to determine the amount of the general Assessment payable by each Owner for an Assessment period at least 30 days in advance of beginning of such period. Notice of the general Assessment shall thereupon be sent to each Owner subject to Assessment; provided, however, that failure to notify an Owner of the amount of an Assessment shall not render such Assessment void or invalid. Any failure by the Board, before the expiration of any Assessment period, to fix the amount of the general Assessment hereunder for the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general Assessment, or any installment thereof, for that or any subsequent Assessment period.

Section 9.6 Specially Allocated Expenses. The following costs of the Association shall be specially allocated among the Owners based on usage, benefit or liability:

9.6.1 The cost of repair or replacement of exterior windows and doors of a Townhome shall be all to the Owner of the Townhome.

9.6.2 The cost of repair or replacement of a Common Foundation or Support shall be allocated equally between the Owners of the Affected Townhomes pursuant to Section 7.3.

9.6.3 If the Board determines that the improvements within the Townhomes are sufficiently different in terms of replacement cost on a square footage basis, the cost of property insurance for the improvements within the Townhomes shall be allocated among the Lots in accordance with the relative replacement cost of the improvements.

9.6.4 **Unless paid by the utility company, costs of maintenance, repair, rebuilding or replacement of Utilities that serve more than one Lot shall be allocated equally among the Owners of the Lots served. [or common expense?]**

9.6.5 The cost of work on an Owner's Townhome or Lot that an Owner has failed to do pursuant to Section 7.2 or to repair damage caused by an Owner to the Common Maintenance Areas pursuant to Section 2.3.

9.6.6 The cost of any materials, supplies, labor or services are provided for a particular Townhome or its Owner (other than Exterior Townhome Maintenance), as provided in Section 5.2.4.

9.6.7 To the extent that any Common Expense is caused by the misconduct of an Owner or tenant of any Lot, the Association may, after Notice and Opportunity to be Heard, levy a special Assessment for the expense against the Owner of the Lot.

Section 9.7 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy special Assessments for such expenses against the Owners responsible for the expense.

Section 9.8 Initial Working Capital Contribution. In connection with the initial conveyance of each Lot, the initial purchaser shall pay to the Association an amount equal to two months of general Assessments as set forth in the budget in effect at the time of conveyance of the first Lot as a nonrefundable contribution to the Association's working capital fund, which amount shall not be considered as an advance payment of regular Assessments.

Section 9.9 Assessment Period. The general Assessment fixed for the preceding period shall continue until a new Assessment is fixed. Upon any revision by the Association of the operating budget during the Assessment period for which each budget was prepared, the Board shall, if necessary, revise the general Assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general Assessment for the Assessment period.

Section 9.10 Manner and Time of Payment. Assessments shall be payable monthly or in such reasonable manner as the Board shall designate. Any Assessment or installment thereof which remains unpaid for at least 15 days after the due date thereof shall bear interest at the rate of 12% per annum, and the Board may also assess a late charge in an amount not exceeding 25% of any unpaid Assessment which has been delinquent for more than 15 days.

Section 9.11 Accounts. Any Assessments collected by the Association shall be deposited in one or more Federally insured institutional depository accounts established by the Board. The Board shall have exclusive control of such accounts and shall maintain accurate records thereof. No withdrawal shall be made from said accounts except to pay for charges and expenses authorized by this Declaration. The Association shall establish and maintain its accounts and records in such a manner that will enable it to charge the Assessments for Common Expenses, including allocations to reserves, to the account of the appropriate Lots and to make its expenditures from the appropriate accounts.

Section 9.12 Lien. In the event any Assessment or installment thereof remains delinquent for more than 30 days, the Board may, upon 15 days' prior written notice to the Owner of the Lot of the existence of the default, accelerate and demand immediate payment of the entire Assessment. The amount of any Assessment assessed or charged to any Lot plus interest, costs, late charges and reasonable attorneys' fees, shall be a lien upon the Lot. A notice of Assessment may be recorded in the office where real estate conveyances are recorded for the County. Such

notice of Assessment may be filed at any time at least 15 days following delivery of the notice of default referred to above in this Section. The lien for payment of such Assessment and charges shall have priority over all other liens and encumbrances, recorded or unrecorded, limited as otherwise provided herein. Suit to recover a money judgment for unpaid Assessments or charges shall be maintainable without foreclosure or waiver of the lien securing the same. Said liens may be foreclosed as a mortgage.

Section 9.13 Financial Statements; Records. The Board shall prepare or cause to be prepared for any fiscal year in which the Association levies or collects any Assessments, a balance sheet and an operating (income/expense) statement for the Association which shall include a schedule of delinquent Assessments identified by Lot; provided, however, such documents need not be prepared by a certified public accountant unless requested by the Board or a majority of the Owners. The Board shall cause detailed and accurate records of the receipts and expenditures of the Association to be kept specifying and itemizing the maintenance, operating, and any other expense incurred. Such records, copies of this Declaration, the Articles and the Bylaws, and any resolutions authorizing expenditures of Association funds shall be available for examination by any Owner at convenient weekday hours.

Section 9.14 Certificate of Assessment. A certificate executed and acknowledged by the treasurer or the president of the Board (or an authorized agent thereof, if neither the president nor treasurer is available) stating the indebtedness for Assessment and charges or lack thereof secured by the Assessments upon any Lot shall be conclusive upon the Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Owner or any Mortgagee of a Lot within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any Mortgagee holding a lien on a Lot may pay any unpaid Assessments or charges with respect to such Lot, and, upon such payment, shall have a lien on such Lot for the amounts paid of the same priority as its lien.

Section 9.15 Foreclosure of Assessment Lien; Attorneys Fees and Costs. The Board (or authorized agent), on behalf the Association, may initiate an action to foreclose the lien of, or collect any Assessment. In any action to foreclose the lien of, or otherwise collect delinquent Assessments or charges, any judgment rendered in favor of the Association shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to all costs permitted by law. Said liens may be foreclosed as a mortgage.

Section 9.16 Curing of Default. The Board shall prepare and record a satisfaction and release of the lien for which a notice of Assessment has been filed and recorded in accordance with this Article upon timely payment or other satisfaction of all delinquent Assessments set forth in the notice and all other Assessments which have become due and payable following the date of such recordation with respect to the Lot to which such notice of Assessment was recorded, together with all costs, late charges and interest which have accrued thereon. A fee of twenty-five dollars (\$50.00) or such other amount as may from time to time be set by the Board covering the cost of preparation and recordation shall be paid to the Association prior to such action. The

satisfaction and release of the lien created by the notice of Assessment shall be executed by the president or treasurer of the Association or by any authorized representative of the Board. For the purpose of this paragraph, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the notice of Assessment and any efforts to collect the delinquent Assessments, including a reasonable sum for attorneys' fees and costs.

ARTICLE 10 **INSURANCE**

Section 10.1 General Requirements. Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain, to the extent the Board determines it is reasonably available and applicable to the Association, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) workers' compensation insurance to the extent required by applicable laws, (e) directors and officers liability insurance, and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability, and fidelity insurance that meet the reasonable insurance requirements for similar projects established by Mortgagees. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least 45 days' prior written notice (10 days for cancellation for nonpayment of premium) to the Association as the first named insured therein.

Section 10.2 Property Insurance; Deductible. The Association's property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide All Risks of Direct Physical Loss coverage in an amount equal to the full replacement cost of the Common Areas, Common Facilities, Townhomes and Townhome Improvements, and personal property of the Association with an "Agreed Amount Endorsement" and, if available at commercially reasonable rates, construction code endorsements, such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as a Mortgagee may reasonably deem necessary and are available. The cost of such insurance shall be a Common Expense paid by the Association unless the Board determines that the Townhome Improvements of the one or more Townhomes are sufficiently different in terms of replacement cost on a square footage basis to merit allocating the cost on a basis other than Common Expense Liability, in which case the cost of property insurance for the Townhome Improvements shall be specially allocated in accordance with the relative replacement cost of the Townhome Improvements on each Lots. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Townhome. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the

Owner's interest in the Owner's Lot and Townhome. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Each Owner of a Townhome shall be responsible for damage or loss to or within the Owner's Townhome up to the amount of the deductible under the Association's policy and for any amounts not covered by the Association's insurance policy. Each Owner shall promptly advise the Association in writing of any betterment or improvement intended as a permanent part of the Townhome costing \$10,000 or more. The Association shall have the right, upon notice to the Owner, to have the Townhomes surveyed for insurance purposes from time to time. Up to the amount of the standard deductible under the Association's policy (but not the deductible for earthquake), each Owner shall be responsible for (a) damage or loss within the Owner's Townhome or to equipment for which the Owner is responsible under Section 7.2; or (b) damage to another Townhome or to the Common Area or Common Facilities resulting from the negligence or misconduct of the Owner, tenant of the Owner's Townhome or guest of the Owner or tenant.

Section 10.3 Commercial General Liability Insurance. The Association's liability insurance coverage shall insure the Association and the Board and cover the Association's responsibilities with respect to the Common Areas, Lots and Townhomes with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Area, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$2,000,000 combined single limit for bodily injury and property damage per occurrence and \$4,000,000 general aggregate.

Section 10.4 Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Section 10.2 and Section 10.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interests in their Townhomes. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 10.8, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored. Each Owner appoints the Association, any insurance, trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

Section 10.5 Additional Policy Provisions. The insurance obtained pursuant to Section 10.2 and Section 10.3 shall contain the following provisions and limitations:

10.5.1 Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Owner's Townhome or membership in the Association.

10.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a first Mortgage.

10.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

10.5.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

10.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Townhome, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

10.5.6 A standard mortgagee clause which shall:

10.5.6.1 Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Lot in their respective order of preference, whether or not named therein;

10.5.6.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them;

10.5.6.3 Waive any provision invalidating such mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

10.5.6.4 Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

Section 10.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds of or administered by, the Association. Unless covered by the Association's policy, the managing agent for the Association shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the

Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months' aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 10.7 Owners' Individual Insurance. Each Owner is required to obtain and maintain owner's insurance similar to standard condominium owner's insurance ("Owner's Insurance"). The Board may establish, in the rules and regulations, minimum coverages for Owner's Insurance. The Association shall have right, but not the obligation, to monitor the maintenance of Owner's Insurance by the Owners and shall have to right, but not the obligation, to obtain Owner's Insurance for an Owner if the Owner fails to obtain or maintain Owner's Insurance and specially assess the cost to the Owner.

Section 10.8 Use of Insurance Proceeds. Any portion of the Property for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Declaration is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) 90% of the Owners, including every Owner of a Townhome which will not be rebuilt and the Declarant if it is the Owner of a Lot, vote not to rebuild. The cost of repair or replacement of each damaged Townhome in excess of the deductible and insurance proceeds shall be the obligation of the Owner of the Townhome. If all of the damaged or destroyed portions of the Townhomes are not repaired or replaced, (i) the insurance proceeds attributable to the damaged Townhomes shall be used to restore the damaged area to a condition compatible with the remainder of the Property; (ii) the insurance proceeds attributable to Townhomes which are not rebuilt shall be distributed to the Owners of those Townhomes or to lienholders, as their interests may appear, in proportion to their liability for Common Expenses; and (iii) the remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to their liability for Common Expenses. If insurance proceeds are inadequate to restore the Townhome or Lot, the Owner of the Townhome or Lot shall be responsible for restoring the Townhome or Lot to a condition compatible with the remainder of the Property.

ARTICLE 11

FIRE OR CASUALTY DAMAGE

Section 11.1 Damage Assessment. Upon the occurrence of any damage to, or destruction of, any Townhome or to any portion of the Common Area, Common Facilities or other Improvements on the Property ("Other Improvements") resulting from any cause which is covered by the Association's fire and casualty insurance coverage, the Board shall promptly, and in all events within thirty (30) days after the occurrence of such damage or destruction, make the following determinations with respect thereto, employing such professional advice as the Board deems advisable, and make them available in writing to all Owners:

11.1.1 The extent and nature of the damage, together with an inventory of the damages to the Townhomes and Other Improvements.

11.1.2 A reasonable estimate of the cost to repair the damage, which estimate shall, if practicable, be based upon estimates obtained from experienced contractors in the County.

11.1.3 The estimated amount of proceeds, if any, available from the Association's fire and casualty insurance policies covering the loss or damage, and the amount of any other insurance proceeds which may be available to defer the costs of repair from any supplemental fire and casualty insurance maintained by the Owners of the affected Townhomes.

11.1.4 The amount of the deductible to be paid by an Owner or Owners pursuant to Section 10.2.

11.1.5 The amount of available reserves or other Association funds, although the Board is not required to use any reserves or other Association funds.

11.1.6 The amount, if any, by which the estimated cost of repair exceeds the portion of the deductible to be paid by an Owner or Owners, expected insurance proceeds and available reserves or other Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense and assessed against all the Units in proportion to their Common Expense Liabilities.

Section 11.2 Notice of Damage. The Board shall promptly, and in all events within thirty (30) days after the date of such insured damage or destruction, file a proof of loss statement with its fire and casualty insurance company(ies) if the loss is covered by insurance, and abide by all terms and conditions of said policy(ies), unless the Board reasonably determines it would not be in the best interest of the Association and the affected Owner or Owners to file a proof of loss. If the damage affects a material portion of any Townhome, the Board shall also send a notice to each Mortgagee of that Townhome.

Section 11.3 Decision to Repair. Subject to the following terms and conditions, the Board shall, without undue delay, proceed to repair or replace the Townhomes or Other Improvements damaged or destroyed by fire or casualties covered by the Association's insurance policies:

11.3.1 The Board shall, as soon as possible after the damage has occurred, undertake any emergency work that it deems reasonably necessary to avoid further damage to any Townhome or Other Improvements.

11.3.2 The Board, not less than thirty (30) days after damages insured by the Association's fire and casualty policy have occurred with respect to any Townhome or Other Improvements, promptly commence the repair thereof, applying, to the extent available and necessary, all insurance proceeds available from the Association's insurance policies and/or those policies of insurance, if any, maintained by the Owner of said Townhome. The Board shall have the authority to employ architects and engineers, advertise for bids, select contracts, and take such other action as is reasonably necessary to undertake and complete the repairs. Contracts for the repair work shall be commenced only when the Board, by means of insurance

proceeds and the availability of sufficient Special Assessments, has provided for all costs to be incurred.

11.3.3 The cost of repairing or replacing any Townhome or Other Improvement from insurance policies owned by the Association and/or the Owner of the Townhome so damaged by fire or casualty, in excess of available insurance proceeds, shall be a **Common Expense** of the Association, and be subject to Special Assessments in the manner set forth in Section 9.7. In the event the insurance proceeds received from the Association's fire and casualty insurance policy(ies) exceed the cost of the repairs and replacements, the excess shall be distributed to the Owners in proportion to their respective Common Expense Liabilities.

11.3.4 The nature and extent of said repairs or replacements shall be limited to restoring any damaged or destroyed Townhome or Other Improvements to substantially the same size and configuration as existed prior to the damage or destruction, in accordance with the original plans and specifications and as the Townhomes or Other Improvements may have been modified pursuant to this Declaration, provided, however, that if the Owner wishes to restore the Owner's Townhome to different condition, those differences must be approved by the Board and the Owner shall be responsible for any for any additional costs incurred as a result of those differences.

ARTICLE 12

COMPLIANCE AND ENFORCEMENT

Section 12.1 Enforcement.

12.1.1 Each Member, Board member and the Association shall comply strictly with the provisions of this Declaration and with the Bylaws and administrative rules and regulations adopted by the Association (as the same may be lawfully amended from time to time). Failure to comply shall result in a claim for damages or injunctive relief, or both, by the Board (acting through its officers on behalf of the Association and the Owners) or by the aggrieved Owner on his own, against the party (including an Owner or the Association) failing to comply.

12.1.2 In any action to enforce the provisions of this Section or any other provision of this Declaration, the Articles or the Bylaws, the prevailing party in such action or arbitration shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for prosecution of said action or arbitration, in addition to all costs permitted by law.

Section 12.2 No Waiver of Strict Performance. The failure of the Board or Declarant, as applicable, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of any Bylaws or administrative rules or regulations, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or

restriction shall remain in full force and effect. No waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Section 12.3 Venue. Proper venue for any legal claims arising out of this Declaration and the Bylaws and Rules and Regulations of the Association shall be in the County.

Section 12.4 Attorneys' Fees. The most prevailing party in any lawsuit or dispute shall be entitled to recover all reasonable attorneys' fees and costs from the other party.

ARTICLE 13 **LIMITATION OF LIABILITY**

Section 13.1 No Personal Liability. So long as a Board member, Association committee member, Association officer, or authorized agent(s), including any managing agent, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no person shall be personally liable to any Member, or other party including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, negligence (except gross negligence), any discretionary decision or failure to make a discretionary decision, by such person in such person's official capacity; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance or bond obtained by the Board pursuant to Article 4 or Article 13 hereof. In particular, but not by limitation, neither the Association, Board, Board member, managing agent nor Declarant shall be held responsible for any loss of wages, income or computer connectivity or other damages if telecommunications, computer or internet service is interrupted by the Association, Association vendor, utility company, managing agent or Declarant.

Section 13.2 Indemnification. Each Board member or Association committee member, or Association Officer, and their respective heirs and successors, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be party, or in which he or she may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of law in the performance of his or her duties, and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property, or services to which said person is not legally entitled; provided, however, that in the event of a settlement, indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Nothing contained in this Section shall, however, be deemed to obligate the Association to indemnify any Member who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration as a Member or Owner of a Lot.

ARTICLE 14
MORTGAGEE PROTECTION

Section 14.1 Priority of Mortgages. Notwithstanding all other provisions hereof, the liens created under this Declaration upon any Lot for Assessments shall be subject to tax liens on the Lot in favor of any assessing and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by first lien mortgages or deeds of trust which were made in good faith and for value upon the Lot. A mortgagee of a Lot, or other purchaser of a Lot, who obtains possession of a Lot as a result of foreclosure or deed in lieu thereof will be liable for any Assessment accruing after such possession. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Owners including such possessor, his successor, and assigns. For the purpose of this Article, the terms "mortgage" and "mortgagee" shall not mean a real estate contract (or the vendor thereunder), or a mortgage or deed of trust (or mortgagee or beneficiary thereunder) securing a deferred purchase price balance owed with respect to a sale by an individual Owner other than Declarant.

Section 14.2 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change or limit or alter the rights expressly conferred upon mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage. Any provision of this Article conferring rights upon mortgagees which is inconsistent with any other provision of this Declaration shall control over such other inconsistent provisions.

Section 14.3 Rights of Lien Holders. A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage made in good faith for value on any Lots; provided, however, that any subsequent Owner of the Lot shall be bound by these provisions whether such Owner's title was acquired by foreclosure or trustee's sale or otherwise.

Section 14.4 Copies of Notices. If the first mortgagee of any Lot has so requested of the Association in writing, the Association shall give written notice to such first mortgagee that an Owner/mortgagor of a Lot has for more than 60 days failed to meet any obligation under this Declaration. Any first mortgagee shall, upon written request, also be entitled to receive written notice of all meetings of the Association and be permitted to designate a representative to attend such meetings.

Section 14.5 Furnishing of Documents. The Association shall make available to prospective purchasers, mortgagees, insurers, and guarantors, at their request, current copies of the Declaration, Bylaws, and other rules governing the Property, and the most recent balance sheet and income/expense statement for the Association, if any has been prepared.

ARTICLE 15
ABANDONMENT OF SUBDIVISION STATUS

Section 15.1 Duration of Covenants. The covenants contained herein shall run with and bind the land and be perpetual, unless modified by an instrument executed in accordance with Article 16.

Section 15.2 Abandonment of Subdivision Status. The Association shall not, without the prior written approval of the governmental entity having jurisdiction over the Property and without prior written approval of 100% of all first Mortgagees and Owners of record, seek by act or omission to abandon or terminate the subdivision status of the Property as approved by the governmental entity having appropriate jurisdiction over the Property.

ARTICLE 16
AMENDMENT OF DECLARATION OR PLAT

Section 16.1 Declaration Amendment. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. This Declaration may be amended by an instrument approved and executed by the President of the Association if the amendment has been approved by the members holding a majority of the votes in the Association. The members' approval may be obtained by the vote of the members at a meeting of the Association called for that purpose or by the written consent of the requisite percentage of members. The amendment shall be executed by the president and secretary of the Association who shall certify that the requisite vote or consent has been obtained. Notwithstanding any of the foregoing, the prior written approval of a majority of Mortgagees shall be required for any amendment that would have a material adverse effect on Mortgagees. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration unless otherwise specifically provided in the section being amended or the amendment itself.

Section 16.2 Plat. Except as otherwise provided herein, the Plat may be amended by revised versions or revised portions thereof referred to and described as to affect an amendment to the Declaration adopted as provided for in Section 12.1. Copies of any such proposed amendment to the Plat shall be made available for the examination of every Owner. Such an amendment to the Plat shall be effective, once properly adopted, upon having received any governmental approval required by law and recordation in the appropriate City or County offices in conjunction with the Declaration amendment.

Section 16.3 Amendments by Declarant to Conform to Construction. Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Owners with irrevocable power coupled with an interest may, at any time, until all Lots have been sold by Declarant, file an amendment to the Declaration and to the Plat to conform data depicted therein to improvements as actually constructed and to establish, vacate and relocate easements.

ARTICLE 17
MISCELLANEOUS

Section 17.1 Notices.

17.1.1 Any written notice or other documents as required by this Declaration may be delivered personally or by certified mail. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received 48 hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

17.1.1.1 If to a Member, other than Declarant: to the mailing address of such Member maintained by the Association, pursuant to the Bylaws.

17.1.1.2 If to Declarant, whether in its capacity as a Member, or in any other capacity, the following address (unless Declarant shall have advised the Board in writing of some other address):

Ketchum Partners, LLC

17.1.1.3 Prior to the organization of the Association, notices to the Association shall be addressed as set forth above. Thereafter, notices to the Association shall be addressed to the official mailing address furnished by written notice from the Association. In addition, from and after the organizational meeting, notice of the address of the Association shall be given by the Board to each Owner, within a reasonable time after the Board has received actual notice of such Owner's purchase of a Lot.

Section 17.2 Conveyance: Notice Required. The right of an Owner to sell, transfer or otherwise convey his or her Lot shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. If a Lot is being sold, the Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Lot, whether or not such information is requested.

Section 17.3 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Member.

Section 17.4 Joint and Several Liability. In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners, set forth in or imposed by this Declaration, shall be joint and several.

Section 17.5 Mortgagee's Acceptance.

17.5.1 This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgagee's Mortgage.

17.5.2 Declarant shall not consummate the conveyance of title of any Lot until the Mortgagee of the Lot shall have accepted the provisions of this Declaration and made appropriate arrangements for partial release of the Lot from the lien of the Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the status of the Lots remaining subject to its Mortgage as well as its acknowledgment that such appropriate arrangements for partial release of Lots has been made; provided, that, except as to Lots so released, said Mortgage shall remain in full force and effect as to the entire property.

Section 17.6 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 17.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of the Property.

Section 17.8 Captions. Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

Section 17.9 Effective Date. The Declaration shall take effect upon recording.

KETCHUM PARTNERS, LLC, a Washington
limited liability company

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Ketchum Partners, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2014.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT A

101 FIRST AVENUE TOWNHOMES

LEGAL DESCRIPTION

Lot 1A of Sun Valley Athletic, Club, Blaine County, Idaho, according the official plat thereof on file in the office of the County Recorder, recorded on May 9, 1990 as Instrument No. 319417, records of Blaine County, Idaho, being a replat of Lots 1 & 2 in Block 60 of The City of Ketchum.

Attachment B.
Reduced scale preliminary plat,
dated March 26, 2014

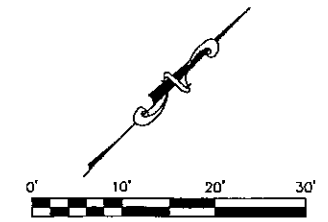
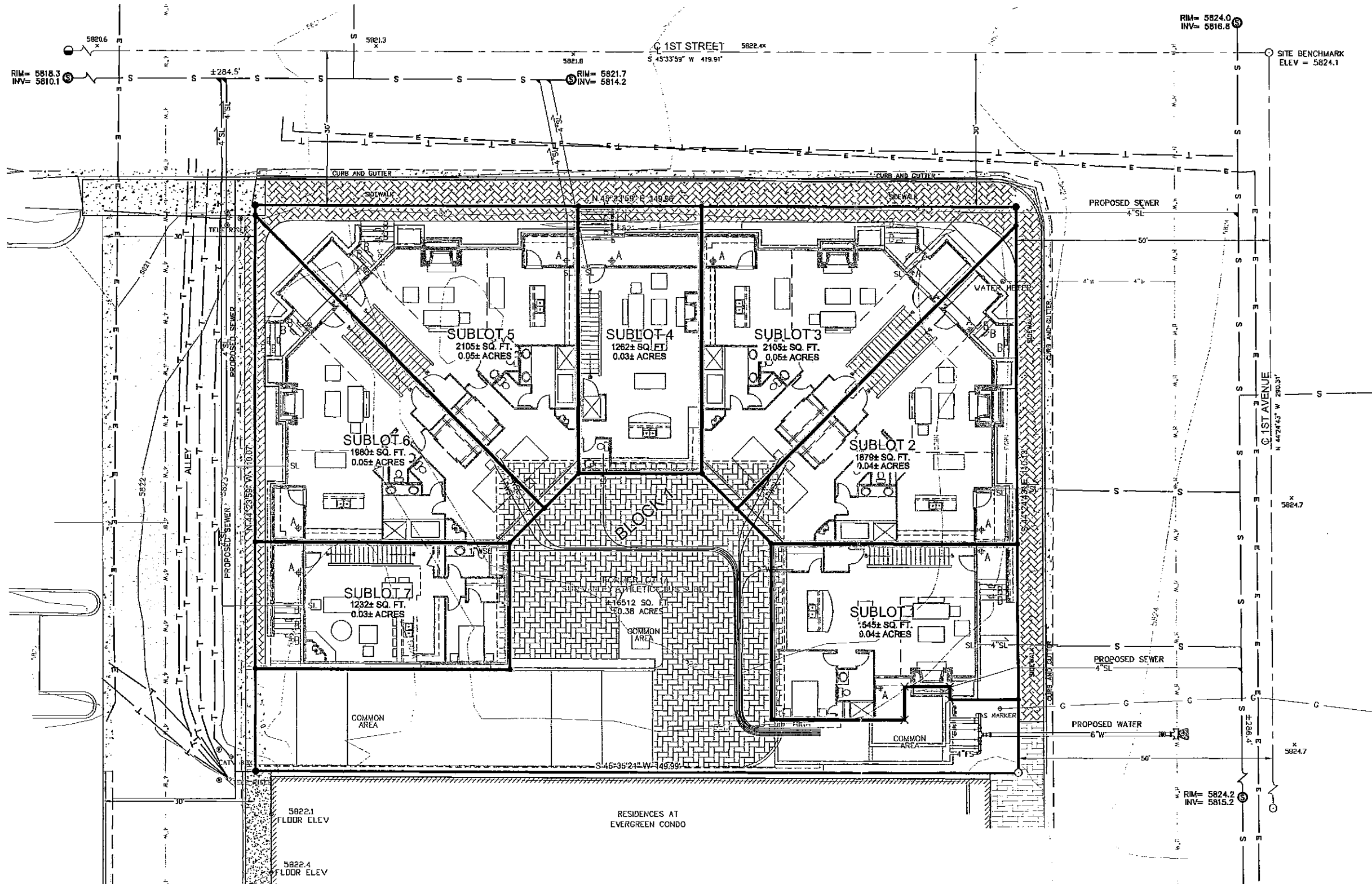
101 FIRST AVENUE TOWNHOMES

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, 8.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF LOT 1A, SUN VALLEY ATHLETIC CLUB SUBDIVISION (INST. NO. 319417), CREATING 7 SUBLOTS.

MARCH 2014

PRELIMINARY PLAT



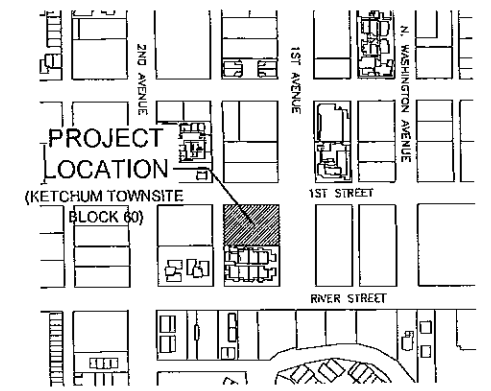
SCALE: 1" = 10'
CONTOUR INTERVAL = 1'

LEGEND

- PROPERTY BOUNDARY
- SUBLOT LINE
- CENTERLINE
- EXISTING EDGE PAVEMENT
- EXISTING SEWER LINE
- EXISTING 4" WATER LINE
- EXISTING 8" WATER LINE
- PROPOSED 4" SEWER LINE
- BURIED COMMUNICATIONS LINE
- BURIED GAS LINE
- BURIED POWER LINE
- PROPOSED PAVED SIDEWALK
- BOLLARD
- SEWER MANHOLE
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 11779
- SET 1/2" REBAR, PLS 11779
- NO MONUMENT SET POINT LANDS IN BLDG.

NOTES:

1. BASIS OF BEARINGS IS IDAHO STATE PLANE, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATION.
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
3. THE DECLARATION OF COVENANTS, RESTRICTIONS & CONDITIONS FOR 101 FIRST AVENUE TOWNHOMES IS RECORDED AS INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.
4. ALL TOWNHOUSE UNIT OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWERAGE, TELEPHONE, NATURAL GAS, AND ELECTRICAL LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
5. UTILITIES AND DRAIN PIPES SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
6. ELEVATIONS BASED ON AN ASSUMED DATUM.
7. TOWNHOUSE FOOTPRINTS PER ARCHITECTURAL SITE PLAN.



VICINITY MAP
NOT TO SCALE

ELECTRONIC DATA:
BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT. ANY DATA THAT APPEARS ON THE ELECTRONIC DRAWING, AND NOT SHOWN ON THE STAMPED HARD COPY, SHALL BE INTERPRETED BY BENCHMARK ASSOCIATES ONLY.

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514 EMAIL: mail@bma5b.com



101 FIRST AVENUE TOWNHOMES

LOCATED WITHIN
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, 8.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: KETCHUM PARTNERS, LLC

JOB NO. 14037	DWG BY: CMM/CPL	FILE: 14037PRE2.DWG
PRELIMINARY PLAT	DATE: 03/26/2014	SHEET: 1 OF 1

G:\BMA\Ketchum\illage\block 60\Lot 1A\14037PRE2.dwg, 3/27/2014 9:58:13 AM, Xerox PCL, pc3

Attachment C.
101 First Avenue Townhomes, Preliminary Plat,
Planning and Zoning Commission Findings of Fact,
signed June 23, 2014

IN RE:)	
)	
101 First Avenue Townhomes)	KETCHUM PLANNING AND ZONING
Townhouse Subdivision)	COMMISSION - FINDINGS OF FACT,
Preliminary Plat)	CONCLUSIONS OF LAW AND DECISION
)	
File Number: 14-040)	

BACKGROUND FACTS

APPLICANTS: Ketchum Partners, LLC

REPRESENTATIVE: Garth McClure, Benchmark Associates

PROJECT: 101 First Avenue Townhomes

FILE NO.: 14-040

REQUEST: Preliminary plat approval for a seven (7) unit attached townhouse development, with each unit on a separate subplot, and associated common area.

LOCATION: 101 First Avenue South (Sun Valley Athletic Club Subdivision, Lot 1A)

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

NOTICE: Property owners within 300 feet were mailed notice on May 21, 2014 and agencies were mailed on May 22, 2014. Published in the Idaho Mountain Express on May 7, 2014 for a May 27, 2014 meeting and continued on the record to June 9, 2014.

REVIEWER: Rebecca F. Bundy, Senior Planner

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

GENERAL FINDINGS OF FACT

1. This application is for construction of a seven (7) unit attached townhouse development in the Community Core, Subdistrict C. Each two (2) story unit, with access to a third story roof deck, will be located on its own subplot. Vehicular access and some landscaped area will be designated as common area. The applicant has chosen Building Type 4 – Multi-family Home as the building type.

2. The total lot area is 16,512 square feet. Sublot sizes are as follows, with the remaining area left as common area:
 - Sublot 1: 1,545 square feet
 - Sublot 2: 1,879 square feet
 - Sublot 3: 2,105 square feet
 - Sublot 4: 1,262 square feet
 - Sublot 5: 2,105 square feet
 - Sublot 6: 1,980 square feet
 - Sublot 7: 1,232 square feet
3. This project has received Design Review approval, with Findings of Fact signed on May 27, 2014. At that time, the project's utilities, grading and drainage were carefully reviewed, and conditions of approval relating to those issues were placed.
4. This townhouse subdivision application was routed to City department heads and the City Engineer on May 22, 2014. The only additional comment, from the City Engineer, was that the applicant should consider consolidating sewer services into common trenches to limit the number of street cuts required.
5. A draft Townhome Declaration has been submitted, and a plat note has been provided, that grant mutual reciprocal easements for existing and future public utilities, including, but not limited to, water, cable TV, sewerage, telephone, natural gas and electrical lines over, under and across the townhouse sublots and common area for the repair, maintenance and replacement thereof.
6. Attachments to the June 9, 2014 Staff Report:
 - A. Application, dated March 25, 2014, including:
 - Application Form
 - DRAFT Townhome Declaration, dated April 24, 2014
 - B. Reduced scale preliminary plat, dated March 26, 2014.
 - C. 101 First Avenue Townhomes, Design Review Findings of Fact, signed May 27, 2014
 - D. Public comments – None to date

EVALUATION STANDARDS

16.04.070 TOWNHOUSES.

B. Owner's Documents. The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit

to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

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

Conclusion: This standard has been met.

C. Preliminary Plat Procedure.

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

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

Finding: The applicant has received Design Review approval from the Commission with Findings of Fact signed on May 27, 2014.

Conclusion: This standard has been met.

D. Final Plat Procedure.

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

a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,

b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

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

Finding: This application is for preliminary plat.

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

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

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

Conclusion: This standard has been met.

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

Finding: All other ordinances and regulations shall be followed.

Conclusion: This standard shall be met.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and subdivision ordinance, Title 16.
3. The City of Ketchum Planning Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Commission for review of this application.
4. The proposed preliminary plat **does** meet the standards of approval under Title 16, Chapter 16.04, subject to conditions of approval.
5. This approval is given for the preliminary plat of 101 First Avenue Townhomes Subdivision, plans dated March 26, 2014, by Alpine Enterprises, Inc.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **approves** this preliminary plat application this 9th day of June, 2014, subject to the following conditions:

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. This approval is given for the preliminary plat of Sublots 1 - 7, 101 First Avenue Townhomes plans dated March 26, 2014, by Benchmark Associates;
3. The failure to obtain final plat approval by the Council of an approved preliminary plat within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;

5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,

6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

7. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the official file on the application.

Findings of Fact adopted this 23rd day of June, 2014.

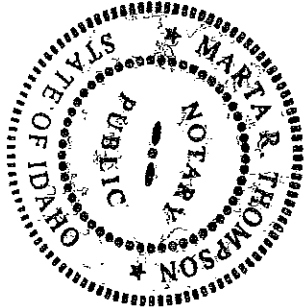


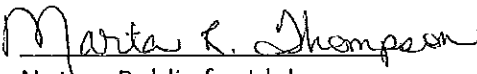
 Steve Cook
 Planning and Zoning Commission

STATE OF IDAHO)
) ss.
 County of Blaine)

On this ^{30th} 23rd day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Cook, known or identified to me to be the person whose name is subscribed to the within instrument.

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





 Notary Public for Idaho
 Residing at: Blaine County
 Commission Expires: ~~November 5, 2019~~
 May 21, 2015

City of Ketchum, Idaho

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



July 29, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Consideration of the application by Greg and Karen Strimple for
171 East Avenue Townhomes, Townhouse Subdivision Preliminary Plat
at 171 East Avenue South (Ketchum Townsite, Lot 7A, Block 22),
located in the Community Core (CC), Subdistrict C, zoning district.**

Introduction/History

This application by Greg and Karen Strimple (represented by Garth McClure, Benchmark Associates) is a request for the approval of a two (2) unit Townhouse Subdivision Preliminary Plat of 171 East Avenue Townhomes.

The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat in their actions and adopted findings of fact, signed April 28, 2014. This project also received Design Review approval (findings of fact signed April 28, 2014) and is currently under construction (building permit #14-035).

Current Report

See attached staff report.

Financial Requirement/Impact

None.

Recommendation

I respectfully recommend that the City Council approve the 171 East Avenue Townhomes Townhouse Subdivision Preliminary Plat.

Suggested Motion

"I move to approve the 171 East Avenue Townhomes Townhouse Subdivision Preliminary Plat, finding the application meets with the applicable review standards with the conditions 1 - 8, as noted in the staff report."

Sincerely,

A handwritten signature in black ink that reads "Rebecca F. Bundy". The signature is fluid and cursive.

Rebecca F. Bundy
Senior Planner

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF AUGUST 4, 2014**

APPLICANTS: Greg and Karen Strimple

REPRESENTATIVE: Garth McClure, Benchmark Associates

PROJECT: 171 East Avenue Townhomes

FILE NO.: 14-016

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

LOCATION: 171 East Avenue South (Ketchum Townsite, Lot 7A, Block 22)

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

NOTICE: Adjacent property owners and outside agencies/political subdivisions were mailed notice on March 28, 2014 for the Commission meeting on April 14, 2014.

REVIEWER: Rebecca F. Bundy, Senior Planner

ATTACHMENTS:

- A. Application, dated February 4, 2014, including:
 - Application Form
 - DRAFT Townhome Declaration 171 East Avenue Townhomes
- B. Reduced scale preliminary plat, dated January 8, 2014
- C. 171 East Avenue Townhomes, Preliminary Plat, Planning and Zoning Commission Findings of Fact, signed April 28, 2014

BACKGROUND

1. This application is for construction of a two (2) unit attached townhouse development in the Community Core, Subdistrict C. Unit A consists of 2,831 square feet of living space, plus two (2) car garage, and Unit B consists of 2,665 square feet of living space, plus two (2) car garage. The proposed building will be located on a 5,502 square foot lot. The applicant has chosen Building Type 4 – Multi-family Home as the building type.

2. The Planning and Zoning Commission has recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on April 28, 2014. (See Attachment C.)
3. This project has received Design Review approval, with Findings of Fact signed on April 28, 2014. At that time, the project's utilities, grading and drainage were carefully reviewed, and conditions of approval relating to those issues were placed.
4. Planning staff has met with representatives of the Fire, Street and Utility Departments and the City Engineer regarding this development. Most of the issues discussed have been resolved through the Design Review process. However, the alley will drain to the north and then into a catch basin directed to a drywell on the subject property in order to maintain a twenty-five foot separation between the drywell and the existing Ketchum Spring Water supply line. As a condition of approval, a drainage easement from the alley run-off to the proposed drywell, benefitting the City of Ketchum, shall be granted on the final plat.
5. A draft Townhome Declaration has been submitted that grants mutual reciprocal utility and access easements to each of the subplot owners. Proposed utility locations are shown on the civil engineer's drawing submitted with the design review application. Water supply is proposed to come from East Avenue to one meter located at the front, approximate center of the building. Sewer is proposed to exit each unit to the north into the East Avenue sewer main. The power lines in the alley are proposed to be undergrounded, and the building will be served from a new underground electrical vault at the northwest corner of the property. The civil engineering plan also shows roof and site drainage directed to a drywell at the southwest corner of the property. As a condition of approval, the final plat Townhome Declaration shall also mention roof and site drainage in its list of reciprocal utility easements.

EVALUATION STANDARDS

16.04.070 TOWNHOUSES.

B. Owner's Documents. The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

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

Recommendation: This standard has been met.

C. Preliminary Plat Procedure.

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

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

Staff Analysis: The applicant has received design review approval from the Commission, with Findings of Fact signed on April 28, 2014. The Commission has recommended approval of the Preliminary Plat to the City Council, with Findings of Fact signed on April 28, 2014. (See Attachment C.) Construction has commenced under building permit #14-035.

Recommendation: This standard has been met.

D. Final Plat Procedure.

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

a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,

b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

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

Staff Analysis: This application is for preliminary plat.

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

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

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

Recommendation: This standard has been met.

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

Staff Analysis: All other ordinances and regulations shall be followed.

Recommendation: This standard shall be met.

RECOMMENDED CONDITIONS

1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. This approval is given for the preliminary plat of Sublots 1 and 2, 171 East Avenue Townhomes plans dated January 2014, by Benchmark Associates;
3. The failure to obtain final plat approval by the Council of an approved preliminary plat within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
7. A drainage easement from the alley run-off to the proposed drywell, benefitting the City of Ketchum, shall be granted on the final plat;
8. At final plat, the Townhome Declaration shall also mention roof and site drainage in its list of reciprocal utility easements.

**Attachment A.
Application,
dated February 4, 2014, including:**

- Application Form
- DRAFT Townhome Declaration 171 East Avenue Townhomes

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: 171 EAST AVENUE TOWNHOMES

OWNER OF RECORD: GREG E. STRIMPLE & KAREN J. STRIMPLE

ADDRESS OF OWNER: 580 EAST ORION COURT, BOISE ID 83702

REPRESENTATIVE OF OWNER: BENCHMARK ASSOCIATES, P.A.

CONTACT: Owner: Representative: X Phone No.: (208) 726-9512
Mailing Address: P.O. BOX 733, Ketchum, ID 83340

LEGAL DESCRIPTION: (attach if necessary) Lot 7A OF KETCHUM TOWNSITE; BLOCK 22 ; LOTS 5B, 6A, 7A & 8A, according to the official plat thereof, recorded as Instrument No. 588272, records of Blaine County, Idaho.

STREET ADDRESS: 131 S. East Avenue

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

Total land area in acres or square feet: +/- 5502 S.F.

Current Zoning District: CC Proposed Zoning District: CC

Overlay District: Flood Avalanche Pedestrian Mountain

Type: Condominium Land PUD Townhouse X

Adjacent land in same ownership in acres or square feet: N/A

Easements to be dedicated on final plat: (describe briefly): Mutual Reciprocal Easements for Public & Private Utilities; Mutual Reciprocal Access Easement; 5-foot Public Utility Easement along exterior property lines

Proposed and existing exterior lighting: (described briefly): Proposed exterior lighting shall conform to City of Ketchum Ordinance.

received
2/5/14

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

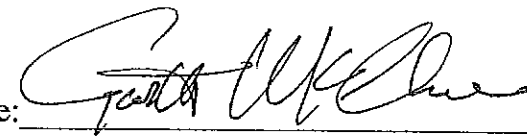
Streets Paved	Yes <u>X</u>	No <u> </u>	Water Supply:	Ketchum Municipal	<u>X</u>
Curbs & Gutters	Yes <u> </u>	No <u>X</u>		Private Wells	<u> </u>
Sidewalks	Yes <u> </u>	No <u>X</u>	Sewer System:	Public	<u>X</u>
Street Lights	Yes <u> </u>	No <u>X</u>		Septic	<u> </u>
Street Signs	Yes <u> </u>	No <u>X</u>		Cesspool	<u> </u>
Fire Hydrant(s)	Yes <u> </u>	No <u>X</u>	Power:	Underground	<u>X</u>
Extend Water Lines	Yes <u>X</u>	No <u> </u>		Overhead	<u> </u>
Extend Sewer Lines	Yes <u>X</u>	No <u> </u>			

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

ATTACHMENTS TO COMPLETE APPLICATION:

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

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

Signature of Owner/Representative:  Date: 2.4.14

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(space above line for recorder's use)

**TOWNHOME DECLARATION
171 EAST AVENUE TOWNHOMES**

THIS DECLARATION IS MADE AS OF _____, 2014 BY GREG E. STRIMPLE
AND KAREN J. STRIMPLE (COLLECTIVELY, "DECLARANT")

ARTICLE I

RECITALS

A. Declarant is the owner of certain property located in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as Lot 7A of KETCHUM TOWNSITE: BLOCK 22: Lots 5B, 6A, 7A & 8A, according to the official plat thereof, recorded as Instrument No. 588272, records of Blaine County, Idaho ("Property").

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

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

ARTICLE II

INTERPRETATION

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

2.2 Captions and Schedules. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any schedules or exhibits referred to herein and attached hereto

shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

2.3 Definitions.

2.3.1 "Declarant" shall mean Greg E. Strimple and Karen J. Strimple, husband and wife.

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

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

2.3.4 "Party Wall" shall mean the wall which is built as part of the original construction of a Townhome and placed on the dividing line between the Sublots.

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

2.3.6 "Plat" shall mean the final plat for 171 East Avenue Townhomes recorded in the official records of Blaine County, Idaho concurrently herewith.

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

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

2.3.9 "Townhome" shall mean the single-family residential unit located on a Sublot and separated from the adjoining townhome unit or units by a Party Wall.

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

ARTICLE III

PROPERTY RIGHTS

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

3.2 Easements

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

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

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

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

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

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

3.3 Party Walls

3.3.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Party Walls.

3.3.2 Cost of Repair. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the two Owners who make use of that wall.

3.3.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has the use of the wall may restore it, and the other Owner who makes use of the wall shall contribute one-half of the cost of restoration thereof without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the other Owner(s) under any rule of law regarding liability for negligent or willful acts or omissions.

3.3.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

3.3.5 Right to Contribution Runs with Land. The right of one Owner to contribution from the other Owner under this Section 3.3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

3.3.6 Lien. The Owner incurring the costs and who has a right to contribution pursuant to this Section 3.3, and Section 4.3 below, shall have a lien upon the Sublot of the non-contributing Owner and may prepare a written notice of lien setting forth the amount of such costs, and identifying the Sublot upon which the costs in question were incurred and the name of the Owner thereof. The lien for such costs shall attach upon recordation of the notice of lien. Such lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. The lien may be foreclosed in the same manner as provided in the laws of the State of Idaho for the foreclosure of lien on real property, or as otherwise provided by law. In any such foreclosure, the Owner of the Sublot being foreclosed upon shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and recordation of the notice of lien and in connection with the foreclosure. The costs expended for which the lien is filed shall also be the personal and individual debt of the defaulting Owner and suit to recover a money judgment (together with all costs, expenses and reasonable attorney's fees) therefor may be maintained without foreclosing or waiving the lien.

ARTICLE IV

ALTERATIONS, NUISANCES, ETC.

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

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

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

4.3 Maintenance of the Property.

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

4.3.2 Cost of Joint Maintenance. The cost of joint maintenance shall be shared equally by the Owners. The Owners shall set up a separate bank account for the purpose of joint maintenance (the "Maintenance Account") and fund the Maintenance Account in advance for all anticipated joint maintenance expenses. In the event an Owners fails or refuses to fund the Maintenance Account, the other may fund the entire maintenance costs and, in such case, shall have a claim for contribution against the other Owner for one-half of the costs actually expended on necessary maintenance and repairs, including lien rights as set forth in Section 3.3.6, above.

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

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

ARTICLE V

INSURANCE

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

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

ARTICLE VI

GENERAL PROVISIONS

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

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

6.3 Enforcement. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such proceeding shall be entitled to recover costs of suit, including reasonable attorney fees.

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

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

350 N. 9th Street
Suite 550
Boise, ID 83702

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

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

DATED this _____ day of _____, 2014.

Greg E. Strimple

Karen J. Strimple

State of Idaho)
) ss.
County of)

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

State of Idaho)
) ss.
County of)

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

Notary Public for Idaho
Residing at _____
My Commission expires _____

Attachment B.
Reduced scale preliminary plat,
dated January 8, 2014.

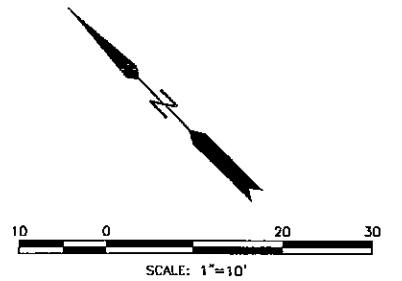
**Attachment B.
Reduced scale preliminary plat,
dated January 8, 2014**

171 EAST AVENUE TOWNHOMES

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, BOISE MERIDIAN.
 KETCHUM, BLAINE COUNTY, IDAHO
 WHEREIN LOT 7A OF KETCHUM TOWNSITE: BLOCK 22: LOTS 5B, 6A, 7A & 8A IS SUBDIVIDED INTO SUBLOTS 1 & 2.

JANUARY 2014

☉ EAST AVENUE

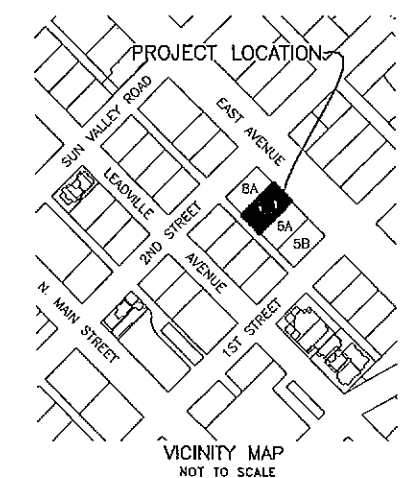


LEGEND

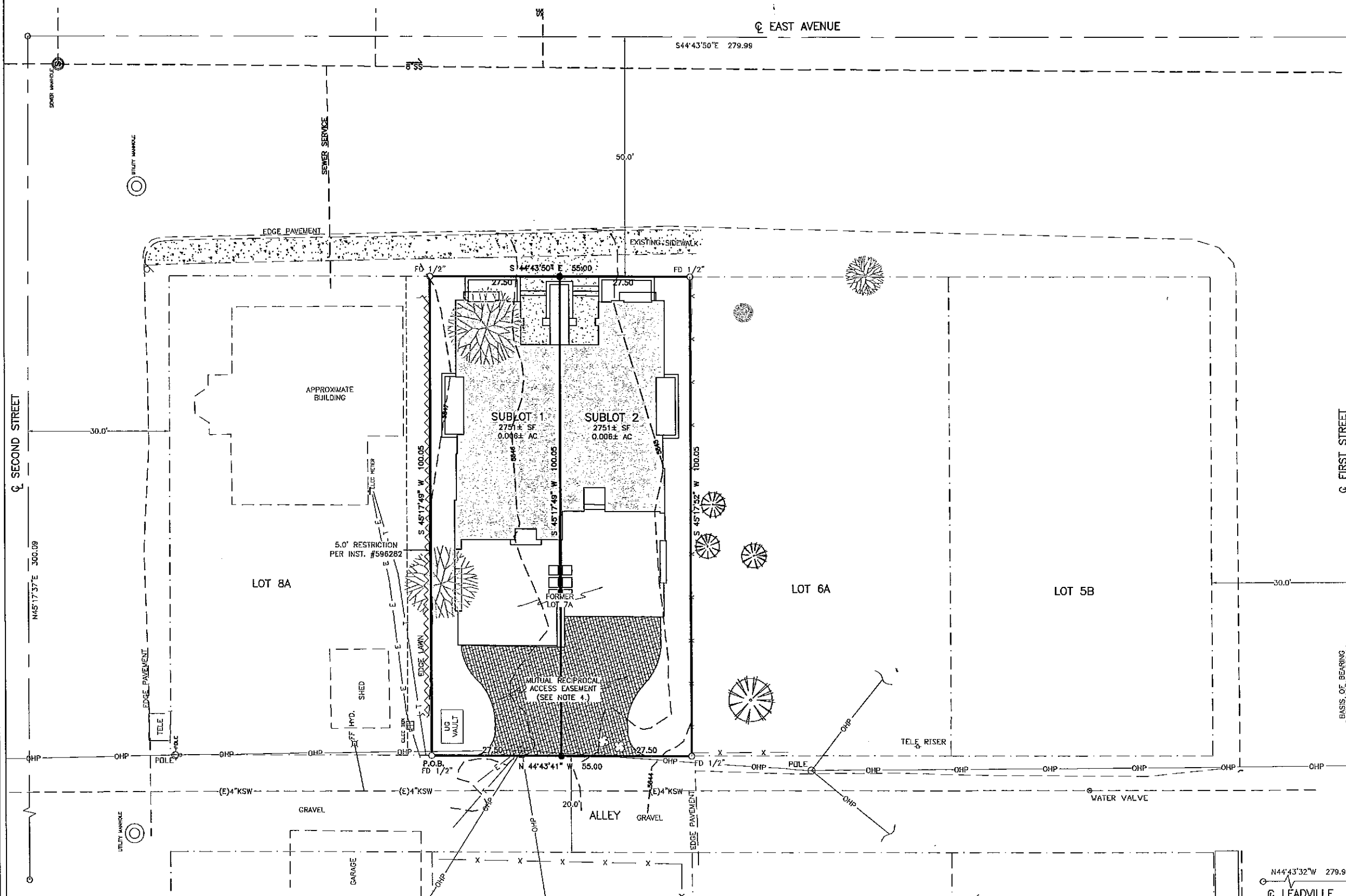
--- NXX'XX'XX"E XX.XX'	PROPERTY BOUNDARY
---	ADJOINING PROPERTY BOUNDARY
~~~~~	EXISTING EDGE OF VEGETATION
---	EXISTING TELEPHONE
--- E --- E ---	EXISTING ELECTRICAL
--- OHP ---	EXISTING OVERHEAD POWER
--- X --- X ---	EXISTING FENCE
--- 8"SS ---	EXISTING SEWER MAIN
--- SEWER SERVICE ---	EXISTING SEWER SERVICE
--- (E)4"KSW ---	EXISTING 4-INCH KETCHUM SPRINGS WATER MAIN
--- (E)8"W ---	EXISTING 8-INCH WATER MAIN
○	FOUND 1/2" REBAR
●	SET 5/8" REBAR W/CAP

### NOTES:

1. BASIS OF BEARINGS IS PER THE CENTERLINE MONUMENTS ON FIRST STREET.
2. REFER TO SAID PLAT, PLAT NOTES AND THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE 171 EAST AVENUE TOWNHOMES, RECORDED AS INSTRUMENT NO. _____ FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
3. ALL TOWNHOUSE UNIT OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWERAGE, TELEPHONE, NATURAL GAS, AND ELECTRICAL LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE, SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. A MUTUAL RECIPROCAL ACCESS EASEMENT IS GRANTED WITHIN SUBLOTS 1 & 2 FOR DRIVEWAY ACCESS, AS SHOWN HEREON.
5. A 5' PUBLIC UTILITY EASEMENT IS GRANTED ADJACENT TO ALL EXTERIOR PROPERTY LINES.
6. TOWNHOUSE FOOTPRINTS PER ARCHITECTURAL SITE PLAN.



## PRELIMINARY PLAT



N44°43'32"W 279.96  
 ☉ LEADVILLE

**171 EAST AVENUE  
TOWNHOMES**

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

PREPARED FOR: VISSER BUILDING CO.

PROJECT NO. 13213	DWG BY: JPG	FILE: 13213PRE.DWG
PRELIMINARY PLAT	DATE: 01/09/14	SHEET: 1 OF 1



**Attachment C.**  
**171 East Avenue Townhomes, Preliminary Plat,**  
**Planning and Zoning Commission Findings of Fact,**  
**signed April 28, 2014**

<b>IN RE:</b>	)	
	)	<b>KETCHUM PLANNING AND ZONING</b>
<b>171 East Avenue Townhomes</b>	)	<b>COMMISSION - FINDINGS OF FACT,</b>
<b>Preliminary Plat</b>	)	<b>CONCLUSIONS OF LAW AND DECISION</b>
	)	
<b>File Number: 14-016</b>	)	

**BACKGROUND FACTS**

**APPLICANTS:** Greg and Karen Strimple

**REPRESENTATIVE:** Garth McClure, Benchmark Associates

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

**LOCATION:** 171 East Avenue South (Ketchum Townsite, Lot 7A, Block 22)

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

**NOTICE:** Adjacent property owners and outside agencies/political subdivisions were mailed notice on February 11, 2014.

**REVIEWER:** Rebecca F. Bundy, Senior Planner

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

**GENERAL FINDINGS OF FACT**

1. This application is for construction of a two (2) unit attached townhouse development in the Community Core, Subdistrict C. Unit A consists of 2,831 square feet of living space, plus two (2) car garage, and Unit B consists of 2,665 square feet of living space, plus two (2) car garage. The proposed building will be located on a 5,502 square foot lot. The applicant has chosen Building Type 4 – Multi-family Home as the building type.
2. This preliminary plat application was originally scheduled for consideration by the Planning and Zoning Commission on February 24, 2014 and was continued to March 10, 2014. However, due to the fact that the Design Review application was not approved at those meetings, consideration of this application was postponed until the Commission’s April 14, 2014 meeting.
3. Planning staff met with representatives of the Fire, Street and Utility Departments and the City Engineer. Most of the issues discussed will be resolved through the Design

Review process. However, the alley will drain to the east and then into a catch basin directed to a drywell on the subject property in order to maintain a twenty-five foot separation between the drywell and the existing Ketchum Spring Water supply line. As a condition of approval, a drainage easement from the alley run-off to the proposed drywell, benefitting the City of Ketchum, shall be granted on the final plat.

4. A draft Townhome Declaration has been submitted that grants mutual reciprocal utility and access easements to each of the subplot owners. Proposed utility locations are shown on the civil engineer's drawing submitted with the design review application. Water supply is proposed to come from East Avenue to one meter located at the front, approximate center of the building. Sewer is proposed to exit each unit to the north into the East Avenue sewer main. The power lines in the alley are proposed to be undergrounded, and the building will be served from a new underground electrical vault at the northwest corner of the property. The civil engineering plan also shows roof and site drainage directed to a drywell at the southwest corner of the property. As a condition of approval, the final plat Townhome Declaration shall also mention roof and site drainage in its list of reciprocal utility easements.
  
6. Attachments to the April 14, 2014 staff report:
  - A. Application, dated February 4, 2014, including:
    - Application Form
    - DRAFT Townhome Declaration 171 East Avenue Townhomes
  - B. Reduced scale preliminary plat, dated January 8, 2014.
  - C. Public comments
    - Jodi Herlich, February 24, 2014
    - Theresa Jensen, adjacent neighbor to the south, February 24, 2014
    - Andrew Sable, adjacent neighbor at 140 and 180 Leadville Avenue North, dated April 8, 2014

#### **APPLICABLE EVALUATION STANDARDS FROM TITLE 16, CHAPTER 16.04**

##### **16.04.070 TOWNHOUSES.**

**B. Owner's Documents.** The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of said documents and shall file said documents prior to recordation of the plat, which shall reflect the recording instrument numbers.

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

Conclusion: This standard has been met.

**C. Preliminary Plat Procedure.**

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

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

Staff Analysis: The applicant is seeking design review approval from the Commission concurrently with this preliminary plat application.

Recommendation: This standard has been met.

**D. Final Plat Procedure.**

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

a. An approved life safety inspection for the building shell and all common areas from the Ketchum Building Official; and,

b. Completion of all design review elements as approved by the Planning and Zoning Administrator.

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

Staff Analysis: This application is for preliminary plat.

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

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

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

Recommendation: This standard has been met.

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

Staff Analysis: All other ordinances and regulations shall be followed.

Recommendation: This standard shall be met.

## CONCLUSIONS OF LAW

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

## DECISION

**THEREFORE**, the Ketchum Planning and Zoning Commission **approves** this preliminary plat application this 14th day of April, 2014, subject to the following conditions:

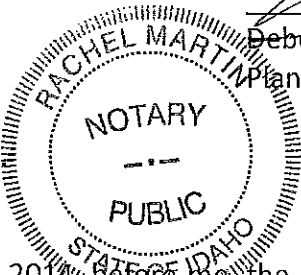
1. The Covenants, Conditions and Restrictions (CC&R's) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R's;
2. This approval is given for the preliminary plat of Sublots 1 and 2, 171 East Avenue Townhomes plans dated January 2014, by Benchmark Associates;
3. The failure to obtain final plat approval by the Council of an approved preliminary plat within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void;
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,

- c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
- 6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 7. A drainage easement from the alley run-off to the proposed drywell, benefitting the City of Ketchum, shall be granted on the final plat;
- 8. At final plat, the Townhome Declaration shall also mention roof and site drainage in its list of reciprocal utility easements.

Findings of Fact **adopted** this 28th day of April, 2014.

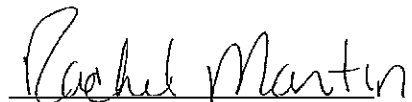
  
 Deborah Burns or Rich Fabiano, Co-Chairs  
 Planning and Zoning Commission

STATE OF IDAHO )  
 ) ss  
 County of Blaine )



On this 28th day of April, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Rich Fabiano, known or identified to me to be the person whose name is subscribed to the within instrument.

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

  
 Notary Public for Idaho  
 Residing at: Blaine County  
 Commission Expires: Nov 5, 2019

# City of Ketchum, Idaho

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



August 4, 2014

Mayor Jonas and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Jonas and City Councilors:

## **Recommendation to enter into an Agreement For Municipal Advisory Services with Zions Bank**

### Introduction/History

In December 2004 the City adopted Ordinance No. 946, authorizing and providing for the issuance of Sewer Revenue Bonds, Series 2004, in the principal amount of \$1,990,000, for the purpose of financing the acquisition of improvements to the sanitary sewer collection and treatment system of the City.

In April 2006 the City adopted Ordinance No. 982, authorizing and providing for the issuance of a parity lien Sewer Revenue Bond, Series 2006, in the principal amount of \$1,730,000 for the purpose of financing a portion of the costs of acquisition of improvements to the sanitary sewer system of the City.

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

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

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

### Current Report

Cameron Arial, Vice President of Zions Bank Public Finance informed me of the following:

The City's 2004 and 2006 IBBA bonds can be refunded for significant savings. Cameron had discussed this briefly with Gary Marks before his departure. Please see the summary below and the attached numbers. Zions Bank has a fairly sizable deal being put together now for a November competitive bond sale and could include this if the City would like. The deadline for applications is Aug. 31st and Zions Bank can prepare the application for City review.

#### **Ketchum 2004 Sewer Ref**

Refundable Par - \$1,170,000  
New Issue Par - \$1,060,000  
UW Spread - \$6.50/bond  
COI - \$50,000  
PV Savings – 7.686% or \$89,930  
**Gross Savings - \$98,495**

#### **Ketchum 2006 Wastewater Ref**

Refundable Par - \$990,000  
New Issue Par - \$905,000  
UW Spread - \$6.50/bond  
COI - \$25,000  
PV Savings – 6.121% or \$60,599  
**Gross Savings - \$70,292**

The Bond Bank application fee is due at application. Cameron has confirmed with the Bond Bank that only one application and fee is required to refund both bonds. This way there is only one application fee and the City will be able to consolidate the wastewater debt while also generating a substantial savings.

Attached is Zions standard engagement agreement. Please note that they will not charge a fee until they are successful in issuing the refunding bonds. Their costs have been included in the refunding analyses.

### Financial Requirement/Impact

Application Fee of \$500.00, due with submittal of Application.  
Municipal Advisory Services of \$15,000, which will be paid through the refunding.  
Paying Agent fee is estimated at \$1,500 per year. (Trust is provided by a separate entity that the IBBA engages.)



Recommendation

I respectfully recommend the City Council enter into an Agreement for Municipal Advisory Services with Zions Bank and for Zions Bank to work with the City Administrator and the City Attorney in refunding the 2004 and 2006 Wastewater Revenue Bonds.

Recommended Motion

*"I move to authorize the Mayor to enter into an Agreement for Municipal Advisory Services with Zions Bank and for Zions Bank to work with the City Administrator and the City Attorney in refunding the 2004 and 2006 Wastewater Revenue Bonds."*

Sincerely,

A handwritten signature in cursive script that reads "Sandra E. Cady". The signature is written in black ink and is positioned below the word "Sincerely,".

Sandra E. Cady, CMC  
City Treasurer/Clerk

**Agreement  
for  
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the ___ day of _____, ____ by and between the CITY OF KETCHUM, BLAINE COUNTY, IDAHO, hereinafter the "City" and ZIONS BANK PUBLIC FINANCE, a division of Zions First National Bank, hereinafter "Zions".

**WITNESSETH**

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following: (check all that apply)

- All financings of the City, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and leases issued by the City, its Idaho Bond Bank Authority bonds, RDAs, and CDAs.
- Only the following financings _____ (please specify)
- Optional Services _____ (please specify)

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Bank Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, leases, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.

(h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.

(i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the City and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the [Type of Entity's] presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, and other studies as requested by the City.

## Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the City's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the City's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

In addition, Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds or leases.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:

(a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.

(b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties provided, however, that notwithstanding anything to the contrary herein, the parties agree that Zions may assign this Agreement at any time and without prior consent or notice, to its wholly-owned subsidiary, Zions Public Finance, Inc. ("ZPFI"), whereupon all duties, responsibilities, and liabilities hereunder shall be assumed and performed by ZPFI, and Zions duties, responsibilities, and liabilities hereunder shall thereupon cease. Zions or ZPFI will notify the City promptly following the occurrence of any such assignment.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Idaho.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF KETCHUM  
BLAINE COUNTY, IDAHO

By _____  
Nina Jonas, Mayor

ATTEST:

_____

ZIONS BANK PUBLIC FINANCE  
A division of Zions First National Bank

By  _____  
Cameron Arial, Municipal Advisor

## **Exhibit A**

### **FEE Schedule**

#### **For Services outlined in Section 1(a) through 1(q) of the Agreement**

**For Tax, Revenue, and/or Bond Anticipation Notes**, the City will pay Zions a fee equal to \$2.50 per \$1,000 of proceeds delivered.

**For General Obligation Bonds**, the City will pay Zions a fee equal to \$3.00 per \$1,000 of proceeds delivered.

**For Revenue Bonds**, the City will pay Zions a fee equal to \$4.00 per \$1,000 of proceeds delivered.

**For Certificates of Participation**, the City will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

**For Tax Increment Bonds**, the City will pay Zions a fee equal to \$7.00 per \$1,000 of proceeds delivered.

**For Special Assessment Bonds**, the City will pay Zions a fee equal to \$7.00 per \$1,000 of proceeds delivered.

It is understood that in no case will Zions charge less than \$15,000 for the municipal advisory services provided in conjunction with the issuance of bonds or notes in any of the above mentioned categories including structuring the issue, marketing the issue, and reviewing legal documents, etc.

It is understood that our fee will not be payable unless or until bonds are actually approved, issued and sold and the proceeds are available for your disposition.

### **FEE Schedule**

#### **For Studies Services outlined in Section 1(r) of the Agreement**

If the City desires that Zions prepare a study as outlined in Section 1(r) above, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

## Fee Schedule for Optional Services

### For POS and OS Services outlined in Section 1(s) of the Agreement

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$5,000 for each issue.

### For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the City desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the City will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

### For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the City desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

Filing Fees ¹ :	Fee for Annual Financial Information Filing
<b>Base Fee for all General Obligation Bonds Issued</b>	<u>\$2,000.00</u>
<b>Additional Bonds Issued:</b>	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds (includes all excise revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the City of these increases at each billing period.



**Material Event Notice Filing Fees:**

Fee for Late Filing.....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”). If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Bank Public Finance would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
  - (i) Principal and interest payment delinquencies;
  - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (iv) Substitution of credit or liquidity providers, or their failure to perform;
  - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
  - (vi) Defeasances;
  - (vii) Tender offers;
  - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
  - (ix) Rating changes.
  
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
  - (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
  - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
  - (iii) Non-payment related defaults;
  - (iv) Modifications to the rights of the owners of the Bonds;
  - (v) Bond calls; or
  - (vi) Release, substitution or sale of property securing repayment of the Bonds.

## Idaho Bond Bank Authority

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City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

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## City of Ketchum, Idaho

\$1,990,000 Sewer Revenue Bonds

Series 2004

(Final Numbers)

### Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2014	95,000.00	3.450%	24,411.25	119,411.25	-
03/15/2015	-	-	-	-	119,411.25
06/01/2015	-	-	22,772.50	22,772.50	-
12/01/2015	100,000.00	3.550%	22,772.50	122,772.50	-
03/15/2016	-	-	-	-	145,545.00
06/01/2016	-	-	20,997.50	20,997.50	-
12/01/2016	100,000.00	3.700%	20,997.50	120,997.50	-
03/15/2017	-	-	-	-	141,995.00
06/01/2017	-	-	19,147.50	19,147.50	-
12/01/2017	105,000.00	3.700%	19,147.50	124,147.50	-
03/15/2018	-	-	-	-	143,295.00
06/01/2018	-	-	17,205.00	17,205.00	-
12/01/2018	110,000.00	3.750%	17,205.00	127,205.00	-
03/15/2019	-	-	-	-	144,410.00
06/01/2019	-	-	15,142.50	15,142.50	-
12/01/2019	115,000.00	3.800%	15,142.50	130,142.50	-
03/15/2020	-	-	-	-	145,285.00
06/01/2020	-	-	12,957.50	12,957.50	-
12/01/2020	120,000.00	3.900%	12,957.50	132,957.50	-
03/15/2021	-	-	-	-	145,915.00
06/01/2021	-	-	10,617.50	10,617.50	-
12/01/2021	125,000.00	4.000%	10,617.50	135,617.50	-
03/15/2022	-	-	-	-	146,235.00
06/01/2022	-	-	8,117.50	8,117.50	-
12/01/2022	125,000.00	4.050%	8,117.50	133,117.50	-
03/15/2023	-	-	-	-	141,235.00
06/01/2023	-	-	5,586.25	5,586.25	-
12/01/2023	130,000.00	4.125%	5,586.25	135,586.25	-
03/15/2024	-	-	-	-	141,172.50
06/01/2024	-	-	2,905.00	2,905.00	-
12/01/2024	140,000.00	4.150%	2,905.00	142,905.00	-
03/15/2025	-	-	-	-	145,810.00
<b>Total</b>	<b>\$1,265,000.00</b>	<b>-</b>	<b>\$295,308.75</b>	<b>\$1,560,308.75</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/20/2014
Average Life	5.402 Years
Average Coupon	3.9862263%
Weighted Average Maturity (Par Basis)	5.402 Years

### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

Series 2004 Rev | SINGLE PURPOSE | 7/23/2014 | 11:30 AM

## City of Ketchum, Idaho

\$1,990,000 Sewer Revenue Bonds

Series 2004

(Final Numbers)

### Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/01/2014	95,000.00	3.450%	1,638.75	96,638.75	-
03/15/2015	-	-	-	-	96,638.75
<b>Total</b>	<b>\$95,000.00</b>	<b>-</b>	<b>\$1,638.75</b>	<b>\$96,638.75</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/20/2014
Average Life	0.031 Years
Average Coupon	3.9862263%
Weighted Average Maturity (Par Basis)	0.031 Years

### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

## City of Ketchum, Idaho

\$1,990,000 Sewer Revenue Bonds

Series 2004

(Final Numbers)

### Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
12/01/2014	1,170,000.00	22,772.50	1,192,772.50	-	3.450%	22,772.50	22,772.50	-
03/15/2015	-	-	-	-	-	-	-	22,772.50
06/01/2015	-	-	-	-	-	22,772.50	22,772.50	-
12/01/2015	-	-	-	100,000.00	3.550%	22,772.50	122,772.50	-
03/15/2016	-	-	-	-	-	-	-	145,545.00
06/01/2016	-	-	-	-	-	20,997.50	20,997.50	-
12/01/2016	-	-	-	100,000.00	3.700%	20,997.50	120,997.50	-
03/15/2017	-	-	-	-	-	-	-	141,995.00
06/01/2017	-	-	-	-	-	19,147.50	19,147.50	-
12/01/2017	-	-	-	105,000.00	3.700%	19,147.50	124,147.50	-
03/15/2018	-	-	-	-	-	-	-	143,295.00
06/01/2018	-	-	-	-	-	17,205.00	17,205.00	-
12/01/2018	-	-	-	110,000.00	3.750%	17,205.00	127,205.00	-
03/15/2019	-	-	-	-	-	-	-	144,410.00
06/01/2019	-	-	-	-	-	15,142.50	15,142.50	-
12/01/2019	-	-	-	115,000.00	3.800%	15,142.50	130,142.50	-
03/15/2020	-	-	-	-	-	-	-	145,285.00
06/01/2020	-	-	-	-	-	12,957.50	12,957.50	-
12/01/2020	-	-	-	120,000.00	3.900%	12,957.50	132,957.50	-
03/15/2021	-	-	-	-	-	-	-	145,915.00
06/01/2021	-	-	-	-	-	10,617.50	10,617.50	-
12/01/2021	-	-	-	125,000.00	4.000%	10,617.50	135,617.50	-
03/15/2022	-	-	-	-	-	-	-	146,235.00
06/01/2022	-	-	-	-	-	8,117.50	8,117.50	-
12/01/2022	-	-	-	125,000.00	4.050%	8,117.50	133,117.50	-
03/15/2023	-	-	-	-	-	-	-	141,235.00
06/01/2023	-	-	-	-	-	5,586.25	5,586.25	-
12/01/2023	-	-	-	130,000.00	4.125%	5,586.25	135,586.25	-
03/15/2024	-	-	-	-	-	-	-	141,172.50
06/01/2024	-	-	-	-	-	2,905.00	2,905.00	-
12/01/2024	-	-	-	140,000.00	4.150%	2,905.00	142,905.00	-
03/15/2025	-	-	-	-	-	-	-	145,810.00
<b>Total</b>	<b>\$1,170,000.00</b>	<b>\$22,772.50</b>	<b>\$1,192,772.50</b>	<b>\$1,170,000.00</b>	<b>-</b>	<b>\$293,670.00</b>	<b>\$1,463,670.00</b>	<b>-</b>

#### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/20/2014
Average Life	5.838 Years
Average Coupon	3.9862263%
Weighted Average Maturity (Par Basis)	5.838 Years

#### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

Series 2004 Rev | SINGLE PURPOSE | 7/23/2014 | 11:30 AM

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

### Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
<b>Dated 12/15/2004   Delivered 12/15/2004</b>							
Series 2004 Rev	12/01/2015	Serial	Coupon	3.550%	100,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2016	Serial	Coupon	3.700%	100,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2017	Serial	Coupon	3.700%	105,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2018	Serial	Coupon	3.750%	110,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2019	Serial	Coupon	3.800%	115,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2020	Serial	Coupon	3.900%	120,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2021	Serial	Coupon	4.000%	125,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2022	Serial	Coupon	4.050%	125,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2023	Serial	Coupon	4.125%	130,000	12/01/2014	100.000%
Series 2004 Rev	12/01/2024	Serial	Coupon	4.150%	140,000	12/01/2014	100.000%
<b>Subtotal</b>	-	-	-	-	<b>\$1,170,000</b>	-	-
<b>Total</b>	-	-	-	-	<b>\$1,170,000</b>	-	-

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/20/2014	-	-	-	-	-
03/15/2015	-	-	12,977.43	12,977.43	12,977.43
09/15/2015	95,000.00	2.000%	20,312.50	115,312.50	-
03/15/2016	-	-	19,362.50	19,362.50	134,675.00
09/15/2016	95,000.00	2.000%	19,362.50	114,362.50	-
03/15/2017	-	-	18,412.50	18,412.50	132,775.00
09/15/2017	100,000.00	1.500%	18,412.50	118,412.50	-
03/15/2018	-	-	17,662.50	17,662.50	136,075.00
09/15/2018	100,000.00	5.000%	17,662.50	117,662.50	-
03/15/2019	-	-	15,162.50	15,162.50	132,825.00
09/15/2019	105,000.00	1.500%	15,162.50	120,162.50	-
03/15/2020	-	-	14,375.00	14,375.00	134,537.50
09/15/2020	110,000.00	5.000%	14,375.00	124,375.00	-
03/15/2021	-	-	11,625.00	11,625.00	136,000.00
09/15/2021	115,000.00	5.000%	11,625.00	126,625.00	-
03/15/2022	-	-	8,750.00	8,750.00	135,375.00
09/15/2022	120,000.00	5.000%	8,750.00	128,750.00	-
03/15/2023	-	-	5,750.00	5,750.00	134,500.00
09/15/2023	125,000.00	5.000%	5,750.00	130,750.00	-
03/15/2024	-	-	2,625.00	2,625.00	133,375.00
09/15/2024	105,000.00	5.000%	2,625.00	107,625.00	-
03/15/2025	-	-	-	-	107,625.00
<b>Total</b>	<b>\$1,070,000.00</b>	<b>-</b>	<b>\$260,739.93</b>	<b>\$1,330,739.93</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$5,916.81
Average Life	5.530 Years
Average Coupon	4.4067686%
Net Interest Cost (NIC)	2.2445115%
True Interest Cost (TIC)	2.0551430%
Bond Yield for Arbitrage Purposes	1.9396954%
All Inclusive Cost (AIC)	2.9139659%

### IRS Form 8038

Net Interest Cost	1.8260768%
Weighted Average Maturity	5.720 Years

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/15/2015	Serial Coupon	2.000%	0.360%	95,000.00	101.340%	96,273.00
09/15/2016	Serial Coupon	2.000%	0.560%	95,000.00	102.602%	97,471.90
09/15/2017	Serial Coupon	1.500%	0.830%	100,000.00	101.862%	101,862.00
09/15/2018	Serial Coupon	5.000%	1.160%	100,000.00	114.304%	114,304.00
09/15/2019	Serial Coupon	1.500%	1.500%	105,000.00	100.000%	105,000.00
09/15/2020	Serial Coupon	5.000%	1.740%	110,000.00	117.965%	129,761.50
09/15/2021	Serial Coupon	5.000%	1.980%	115,000.00	119.173%	137,048.95
09/15/2022	Serial Coupon	5.000%	2.190%	120,000.00	120.090%	144,108.00
09/15/2023	Serial Coupon	5.000%	2.360%	125,000.00	120.905%	151,131.25
09/15/2024	Serial Coupon	5.000%	2.480%	105,000.00	121.839%	127,930.95
<b>Total</b>	-	-	-	<b>\$1,070,000.00</b>	-	<b>\$1,204,891.55</b>

### Bid Information

Par Amount of Bonds	\$1,070,000.00
Reoffering Premium or (Discount)	134,891.55
Gross Production	\$1,204,891.55
Total Underwriter's Discount (0.650%)	\$(6,955.00)
Bid (111.957%)	1,197,936.55
Total Purchase Price	\$1,197,936.55
Bond Year Dollars	\$5,916.81
Average Life	5.530 Years
Average Coupon	4.4067686%
Net Interest Cost (NIC)	2.2445115%
True Interest Cost (TIC)	2.0551430%



## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

### Sources & Uses

Dated 11/20/2014 | Delivered 11/20/2014

#### Sources Of Funds

Par Amount of Bonds	\$1,070,000.00
Transfers from Prior Issue DSR Funds	152,338.10
Reoffering Premium	134,891.55

**Total Sources** **\$1,357,229.65**

#### Uses Of Funds

Deposit to Net Cash Escrow Fund	1,192,772.50
Deposit to Debt Service Reserve Fund (DSRF)	107,000.00
Costs of Issuance	50,000.00
Total Underwriter's Discount (0.650%)	6,955.00
Rounding Amount	502.15

**Total Uses** **\$1,357,229.65**

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Existing D/S	Net New D/S	Fiscal Total
11/20/2014	-	-	-	-	-	-	-	-
12/01/2014	-	-	-	-	-	96,638.75	96,638.75	-
03/15/2015	-	-	12,977.43	12,977.43	-	-	12,977.43	109,616.18
09/15/2015	95,000.00	2.000%	20,312.50	115,312.50	-	-	115,312.50	-
03/15/2016	-	-	19,362.50	19,362.50	-	-	19,362.50	134,675.00
09/15/2016	95,000.00	2.000%	19,362.50	114,362.50	-	-	114,362.50	-
03/15/2017	-	-	18,412.50	18,412.50	-	-	18,412.50	132,775.00
09/15/2017	100,000.00	1.500%	18,412.50	118,412.50	-	-	118,412.50	-
03/15/2018	-	-	17,662.50	17,662.50	-	-	17,662.50	136,075.00
09/15/2018	100,000.00	5.000%	17,662.50	117,662.50	-	-	117,662.50	-
03/15/2019	-	-	15,162.50	15,162.50	-	-	15,162.50	132,825.00
09/15/2019	105,000.00	1.500%	15,162.50	120,162.50	-	-	120,162.50	-
03/15/2020	-	-	14,375.00	14,375.00	-	-	14,375.00	134,537.50
09/15/2020	110,000.00	5.000%	14,375.00	124,375.00	-	-	124,375.00	-
03/15/2021	-	-	11,625.00	11,625.00	-	-	11,625.00	136,000.00
09/15/2021	115,000.00	5.000%	11,625.00	126,625.00	-	-	126,625.00	-
03/15/2022	-	-	8,750.00	8,750.00	-	-	8,750.00	135,375.00
09/15/2022	120,000.00	5.000%	8,750.00	128,750.00	-	-	128,750.00	-
03/15/2023	-	-	5,750.00	5,750.00	-	-	5,750.00	134,500.00
09/15/2023	125,000.00	5.000%	5,750.00	130,750.00	-	-	130,750.00	-
03/15/2024	-	-	2,625.00	2,625.00	-	-	2,625.00	133,375.00
09/15/2024	105,000.00	5.000%	2,625.00	107,625.00	(107,000.00)	-	625.00	-
03/15/2025	-	-	-	-	-	-	-	625.00
<b>Total</b>	<b>\$1,070,000.00</b>	<b>-</b>	<b>\$260,739.93</b>	<b>\$1,330,739.93</b>	<b>(107,000.00)</b>	<b>\$96,638.75</b>	<b>\$1,320,378.68</b>	<b>-</b>

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,070,000 Sewer Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2004)

### Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings	Fiscal Total
11/20/2014	-	-	-	-	-	-	-
12/01/2014	-	-	-	-	22,772.50	22,772.50	-
03/15/2015	-	-	12,977.43	12,977.43	-	(12,977.43)	9,795.07
06/01/2015	-	-	-	-	22,772.50	22,772.50	-
09/15/2015	95,000.00	2.000%	20,312.50	115,312.50	-	(115,312.50)	-
12/01/2015	-	-	-	-	122,772.50	122,772.50	-
03/15/2016	-	-	19,362.50	19,362.50	-	(19,362.50)	10,870.00
06/01/2016	-	-	-	-	20,997.50	20,997.50	-
09/15/2016	95,000.00	2.000%	19,362.50	114,362.50	-	(114,362.50)	-
12/01/2016	-	-	-	-	120,997.50	120,997.50	-
03/15/2017	-	-	18,412.50	18,412.50	-	(18,412.50)	9,220.00
06/01/2017	-	-	-	-	19,147.50	19,147.50	-
09/15/2017	100,000.00	1.500%	18,412.50	118,412.50	-	(118,412.50)	-
12/01/2017	-	-	-	-	124,147.50	124,147.50	-
03/15/2018	-	-	17,662.50	17,662.50	-	(17,662.50)	7,220.00
06/01/2018	-	-	-	-	17,205.00	17,205.00	-
09/15/2018	100,000.00	5.000%	17,662.50	117,662.50	-	(117,662.50)	-
12/01/2018	-	-	-	-	127,205.00	127,205.00	-
03/15/2019	-	-	15,162.50	15,162.50	-	(15,162.50)	11,585.00
06/01/2019	-	-	-	-	15,142.50	15,142.50	-
09/15/2019	105,000.00	1.500%	15,162.50	120,162.50	-	(120,162.50)	-
12/01/2019	-	-	-	-	130,142.50	130,142.50	-
03/15/2020	-	-	14,375.00	14,375.00	-	(14,375.00)	10,747.50
06/01/2020	-	-	-	-	12,957.50	12,957.50	-
09/15/2020	110,000.00	5.000%	14,375.00	124,375.00	-	(124,375.00)	-
12/01/2020	-	-	-	-	132,957.50	132,957.50	-
03/15/2021	-	-	11,625.00	11,625.00	-	(11,625.00)	9,915.00
06/01/2021	-	-	-	-	10,617.50	10,617.50	-
09/15/2021	115,000.00	5.000%	11,625.00	126,625.00	-	(126,625.00)	-
12/01/2021	-	-	-	-	135,617.50	135,617.50	-
03/15/2022	-	-	8,750.00	8,750.00	-	(8,750.00)	10,860.00
06/01/2022	-	-	-	-	8,117.50	8,117.50	-
09/15/2022	120,000.00	5.000%	8,750.00	128,750.00	-	(128,750.00)	-
12/01/2022	-	-	-	-	133,117.50	133,117.50	-
03/15/2023	-	-	5,750.00	5,750.00	-	(5,750.00)	6,735.00
06/01/2023	-	-	-	-	5,586.25	5,586.25	-
09/15/2023	125,000.00	5.000%	5,750.00	130,750.00	-	(130,750.00)	-
12/01/2023	-	-	-	-	135,586.25	135,586.25	-
03/15/2024	-	-	2,625.00	2,625.00	-	(2,625.00)	7,797.50
06/01/2024	-	-	-	-	2,905.00	2,905.00	-
09/15/2024	105,000.00	5.000%	2,625.00	107,625.00	-	(107,625.00)	-
12/01/2024	-	-	-	-	142,905.00	142,905.00	-
03/15/2025	-	-	-	-	-	-	38,185.00
<b>Total</b>	<b>\$1,070,000.00</b>	<b>-</b>	<b>\$260,739.93</b>	<b>\$1,330,739.93</b>	<b>\$1,463,670.00</b>	<b>\$132,930.07</b>	<b>-</b>

### PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	116,130.74
Transfers from Prior Issue DSR Fund	(152,338.10)
Amount deposited into new DSR Fund	107,000.00
Contingency or Rounding Amount	502.15
<b>Net Present Value Benefit</b>	<b>\$71,294.79</b>
Net PV Benefit / \$1,170,000 Refunded Principal	6.094%
Net PV Benefit / \$1,070,000 Refunding Principal	6.663%

### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

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# Idaho Bond Bank Authority

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City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

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## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,730,000 Wastewater Revenue Bonds

Series 2006A

### Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/15/2015	-	-	25,672.50	25,672.50	-
09/15/2015	85,000.00	5.000%	25,672.50	110,672.50	136,345.00
03/15/2016	-	-	23,547.50	23,547.50	-
09/15/2016	85,000.00	5.000%	23,547.50	108,547.50	132,095.00
03/15/2017	-	-	21,422.50	21,422.50	-
09/15/2017	90,000.00	4.000%	21,422.50	111,422.50	132,845.00
03/15/2018	-	-	19,622.50	19,622.50	-
09/15/2018	95,000.00	4.200%	19,622.50	114,622.50	134,245.00
03/15/2019	-	-	17,627.50	17,627.50	-
09/15/2019	100,000.00	4.250%	17,627.50	117,627.50	135,255.00
03/15/2020	-	-	15,502.50	15,502.50	-
09/15/2020	105,000.00	4.250%	15,502.50	120,502.50	136,005.00
03/15/2021	-	-	13,271.25	13,271.25	-
09/15/2021	110,000.00	4.200%	13,271.25	123,271.25	136,542.50
03/15/2022	-	-	10,961.25	10,961.25	-
09/15/2022	115,000.00	4.250%	10,961.25	125,961.25	136,922.50
03/15/2023	-	-	8,517.50	8,517.50	-
09/15/2023	120,000.00	4.300%	8,517.50	128,517.50	137,035.00
03/15/2024	-	-	5,937.50	5,937.50	-
09/15/2024	125,000.00	4.300%	5,937.50	130,937.50	136,875.00
03/15/2025	-	-	3,250.00	3,250.00	-
09/15/2025	130,000.00	5.000%	3,250.00	133,250.00	136,500.00
<b>Total</b>	<b>\$1,160,000.00</b>	<b>-</b>	<b>\$330,665.00</b>	<b>\$1,490,665.00</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/20/2014
Average Life	6.272 Years
Average Coupon	4.3989236%
Weighted Average Maturity (Par Basis)	6.272 Years

### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,730,000 Wastewater Revenue Bonds

Series 2006A

### Current Outstanding Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/15/2015	-	-	4,250.00	4,250.00	-
09/15/2015	85,000.00	5.000%	4,250.00	89,250.00	93,500.00
03/15/2016	-	-	2,125.00	2,125.00	-
09/15/2016	85,000.00	5.000%	2,125.00	87,125.00	89,250.00
<b>Total</b>	<b>\$170,000.00</b>	<b>-</b>	<b>\$12,750.00</b>	<b>\$182,750.00</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/20/2014
Average Life	1.319 Years
Average Coupon	4.3989236%
Weighted Average Maturity (Par Basis)	1.319 Years

### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$1,730,000 Wastewater Revenue Bonds

Series 2006A

### Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
03/15/2015	-	21,422.50	21,422.50	-	-	21,422.50	21,422.50	-
09/15/2015	-	21,422.50	21,422.50	-	5.000%	21,422.50	21,422.50	42,845.00
03/15/2016	-	21,422.50	21,422.50	-	-	21,422.50	21,422.50	-
09/15/2016	990,000.00	21,422.50	1,011,422.50	-	5.000%	21,422.50	21,422.50	42,845.00
03/15/2017	-	-	-	-	-	21,422.50	21,422.50	-
09/15/2017	-	-	-	90,000.00	4.000%	21,422.50	111,422.50	132,845.00
03/15/2018	-	-	-	-	-	19,622.50	19,622.50	-
09/15/2018	-	-	-	95,000.00	4.200%	19,622.50	114,622.50	134,245.00
03/15/2019	-	-	-	-	-	17,627.50	17,627.50	-
09/15/2019	-	-	-	100,000.00	4.250%	17,627.50	117,627.50	135,255.00
03/15/2020	-	-	-	-	-	15,502.50	15,502.50	-
09/15/2020	-	-	-	105,000.00	4.250%	15,502.50	120,502.50	136,005.00
03/15/2021	-	-	-	-	-	13,271.25	13,271.25	-
09/15/2021	-	-	-	110,000.00	4.200%	13,271.25	123,271.25	136,542.50
03/15/2022	-	-	-	-	-	10,961.25	10,961.25	-
09/15/2022	-	-	-	115,000.00	4.250%	10,961.25	125,961.25	136,922.50
03/15/2023	-	-	-	-	-	8,517.50	8,517.50	-
09/15/2023	-	-	-	120,000.00	4.300%	8,517.50	128,517.50	137,035.00
03/15/2024	-	-	-	-	-	5,937.50	5,937.50	-
09/15/2024	-	-	-	125,000.00	4.300%	5,937.50	130,937.50	136,875.00
03/15/2025	-	-	-	-	-	3,250.00	3,250.00	-
09/15/2025	-	-	-	130,000.00	5.000%	3,250.00	133,250.00	136,500.00
<b>Total</b>	<b>\$990,000.00</b>	<b>\$85,690.00</b>	<b>\$1,075,690.00</b>	<b>\$990,000.00</b>	<b>-</b>	<b>\$317,915.00</b>	<b>\$1,307,915.00</b>	<b>-</b>

#### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/20/2014
Average Life	7.122 Years
Average Coupon	4.3989236%
Weighted Average Maturity (Par Basis)	7.122 Years

#### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

### Summary Of Bonds Refunded

	Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
<b>Dated 5/11/2006   Delivered 5/11/2006</b>								
	Series 2006 IBBA Wastewater Rev	09/15/2017	Serial	Coupon	4.000%	90,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2018	Serial	Coupon	4.200%	95,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2019	Serial	Coupon	4.250%	100,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2020	Serial	Coupon	4.250%	105,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2021	Serial	Coupon	4.200%	110,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2022	Serial	Coupon	4.250%	115,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2023	Term 1	Coupon	4.300%	120,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2024	Term 1	Coupon	4.300%	125,000	09/15/2016	100.000%
	Series 2006 IBBA Wastewater Rev	09/15/2025	Term 2	Coupon	5.000%	130,000	09/15/2016	100.000%
	<b>Subtotal</b>	-			-	<b>\$990,000</b>	-	-
	<b>Total</b>	-			-	<b>\$990,000</b>	-	-



## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/20/2014	-	-	-	-	-
03/15/2015	-	-	12,474.31	12,474.31	-
09/15/2015	5,000.00	2.000%	19,525.00	24,525.00	36,999.31
03/15/2016	-	-	19,475.00	19,475.00	-
09/15/2016	-	-	19,475.00	19,475.00	38,950.00
03/15/2017	-	-	19,475.00	19,475.00	-
09/15/2017	85,000.00	1.500%	19,475.00	104,475.00	123,950.00
03/15/2018	-	-	18,837.50	18,837.50	-
09/15/2018	90,000.00	5.000%	18,837.50	108,837.50	127,675.00
03/15/2019	-	-	16,587.50	16,587.50	-
09/15/2019	95,000.00	1.500%	16,587.50	111,587.50	128,175.00
03/15/2020	-	-	15,875.00	15,875.00	-
09/15/2020	95,000.00	5.000%	15,875.00	110,875.00	126,750.00
03/15/2021	-	-	13,500.00	13,500.00	-
09/15/2021	100,000.00	5.000%	13,500.00	113,500.00	127,000.00
03/15/2022	-	-	11,000.00	11,000.00	-
09/15/2022	105,000.00	5.000%	11,000.00	116,000.00	127,000.00
03/15/2023	-	-	8,375.00	8,375.00	-
09/15/2023	115,000.00	5.000%	8,375.00	123,375.00	131,750.00
03/15/2024	-	-	5,500.00	5,500.00	-
09/15/2024	120,000.00	5.000%	5,500.00	125,500.00	131,000.00
03/15/2025	-	-	2,500.00	2,500.00	-
09/15/2025	125,000.00	4.000%	2,500.00	127,500.00	130,000.00
<b>Total</b>	<b>\$935,000.00</b>	<b>-</b>	<b>\$294,249.31</b>	<b>\$1,229,249.31</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$6,646.18
Average Life	7.108 Years
Average Coupon	4.4273445%
Net Interest Cost (NIC)	2.4422555%
True Interest Cost (TIC)	2.2378363%
Bond Yield for Arbitrage Purposes	2.1463238%
All Inclusive Cost (AIC)	2.6214839%

### IRS Form 8038

Net Interest Cost	2.0195523%
Weighted Average Maturity	7.210 Years

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/15/2015	Serial Coupon	2.000%	0.360%	5,000.00	101.340%	5,067.00
09/15/2017	Serial Coupon	1.500%	0.830%	85,000.00	101.862%	86,582.70
09/15/2018	Serial Coupon	5.000%	1.160%	90,000.00	114.304%	102,873.60
09/15/2019	Serial Coupon	1.500%	1.500%	95,000.00	100.000%	95,000.00
09/15/2020	Serial Coupon	5.000%	1.740%	95,000.00	117.965%	112,066.75
09/15/2021	Serial Coupon	5.000%	1.980%	100,000.00	119.173%	119,173.00
09/15/2022	Serial Coupon	5.000%	2.190%	105,000.00	120.090%	126,094.50
09/15/2023	Serial Coupon	5.000%	2.360%	115,000.00	120.905%	139,040.75
09/15/2024	Serial Coupon	5.000%	2.480%	120,000.00	121.839%	146,206.80
09/15/2025	Serial Coupon	4.000%	2.640%	125,000.00	112.724%	140,905.00
<b>Total</b>	-	-	-	<b>\$935,000.00</b>	-	<b>\$1,073,010.10</b>

### Bid Information

Par Amount of Bonds	\$935,000.00
Reoffering Premium or (Discount)	138,010.10
Gross Production	\$1,073,010.10
Total Underwriter's Discount (0.650%)	\$(6,077.50)
Bid (114.110%)	1,066,932.60
Total Purchase Price	\$1,066,932.60
Bond Year Dollars	\$6,646.18
Average Life	7.108 Years
Average Coupon	4.4273445%
Net Interest Cost (NIC)	2.4422555%
True Interest Cost (TIC)	2.2378363%

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

### Sources & Uses

Dated 11/20/2014 | Delivered 11/20/2014

#### Sources Of Funds

Par Amount of Bonds	\$935,000.00
Reoffering Premium	138,010.10
Transfers from Prior Issue DSR Funds	120,095.00

**Total Sources** **\$1,193,105.10**

#### Uses Of Funds

Deposit to Net Cash Escrow Fund	1,068,477.79
Deposit to Debt Service Reserve Fund (DSRF)	93,500.00
Costs of Issuance	25,000.00
Total Underwriter's Discount (0.650%)	6,077.50
Rounding Amount	49.81

**Total Uses** **\$1,193,105.10**

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Existing D/S	Net New D/S	Fiscal Total
11/20/2014	-	-	-	-	-	-	-	-
03/15/2015	-	-	12,474.31	12,474.31	-	4,250.00	16,724.31	-
09/15/2015	5,000.00	2.000%	19,525.00	24,525.00	-	89,250.00	113,775.00	130,499.31
03/15/2016	-	-	19,475.00	19,475.00	-	2,125.00	21,600.00	-
09/15/2016	-	-	19,475.00	19,475.00	-	87,125.00	106,600.00	128,200.00
03/15/2017	-	-	19,475.00	19,475.00	-	-	19,475.00	-
09/15/2017	85,000.00	1.500%	19,475.00	104,475.00	-	-	104,475.00	123,950.00
03/15/2018	-	-	18,837.50	18,837.50	-	-	18,837.50	-
09/15/2018	90,000.00	5.000%	18,837.50	108,837.50	-	-	108,837.50	127,675.00
03/15/2019	-	-	16,587.50	16,587.50	-	-	16,587.50	-
09/15/2019	95,000.00	1.500%	16,587.50	111,587.50	-	-	111,587.50	128,175.00
03/15/2020	-	-	15,875.00	15,875.00	-	-	15,875.00	-
09/15/2020	95,000.00	5.000%	15,875.00	110,875.00	-	-	110,875.00	126,750.00
03/15/2021	-	-	13,500.00	13,500.00	-	-	13,500.00	-
09/15/2021	100,000.00	5.000%	13,500.00	113,500.00	-	-	113,500.00	127,000.00
03/15/2022	-	-	11,000.00	11,000.00	-	-	11,000.00	-
09/15/2022	105,000.00	5.000%	11,000.00	116,000.00	-	-	116,000.00	127,000.00
03/15/2023	-	-	8,375.00	8,375.00	-	-	8,375.00	-
09/15/2023	115,000.00	5.000%	8,375.00	123,375.00	-	-	123,375.00	131,750.00
03/15/2024	-	-	5,500.00	5,500.00	-	-	5,500.00	-
09/15/2024	120,000.00	5.000%	5,500.00	125,500.00	-	-	125,500.00	131,000.00
03/15/2025	-	-	2,500.00	2,500.00	-	-	2,500.00	-
09/15/2025	125,000.00	4.000%	2,500.00	127,500.00	(93,500.00)	-	34,000.00	36,500.00
<b>Total</b>	<b>\$935,000.00</b>	<b>-</b>	<b>\$294,249.31</b>	<b>\$1,229,249.31</b>	<b>(93,500.00)</b>	<b>\$182,750.00</b>	<b>\$1,318,499.31</b>	<b>-</b>

## Idaho Bond Bank Authority

City of Ketchum, Idaho

\$935,000 Wastewater Revenue Refunding Bonds, Series November 20, 2014

(Refund Series 2006A)

### Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings	Fiscal Total
11/20/2014	-	-	-	-	-	-	-
03/15/2015	-	-	12,474.31	12,474.31	21,422.50	8,948.19	-
09/15/2015	5,000.00	2.000%	19,525.00	24,525.00	21,422.50	(3,102.50)	5,845.69
03/15/2016	-	-	19,475.00	19,475.00	21,422.50	1,947.50	-
09/15/2016	-	-	19,475.00	19,475.00	21,422.50	1,947.50	3,895.00
03/15/2017	-	-	19,475.00	19,475.00	21,422.50	1,947.50	-
09/15/2017	85,000.00	1.500%	19,475.00	104,475.00	111,422.50	6,947.50	8,895.00
03/15/2018	-	-	18,837.50	18,837.50	19,622.50	785.00	-
09/15/2018	90,000.00	5.000%	18,837.50	108,837.50	114,622.50	5,785.00	6,570.00
03/15/2019	-	-	16,587.50	16,587.50	17,627.50	1,040.00	-
09/15/2019	95,000.00	1.500%	16,587.50	111,587.50	117,627.50	6,040.00	7,080.00
03/15/2020	-	-	15,875.00	15,875.00	15,502.50	(372.50)	-
09/15/2020	95,000.00	5.000%	15,875.00	110,875.00	120,502.50	9,627.50	9,255.00
03/15/2021	-	-	13,500.00	13,500.00	13,271.25	(228.75)	-
09/15/2021	100,000.00	5.000%	13,500.00	113,500.00	123,271.25	9,771.25	9,542.50
03/15/2022	-	-	11,000.00	11,000.00	10,961.25	(38.75)	-
09/15/2022	105,000.00	5.000%	11,000.00	116,000.00	125,961.25	9,961.25	9,922.50
03/15/2023	-	-	8,375.00	8,375.00	8,517.50	142.50	-
09/15/2023	115,000.00	5.000%	8,375.00	123,375.00	128,517.50	5,142.50	5,285.00
03/15/2024	-	-	5,500.00	5,500.00	5,937.50	437.50	-
09/15/2024	120,000.00	5.000%	5,500.00	125,500.00	130,937.50	5,437.50	5,875.00
03/15/2025	-	-	2,500.00	2,500.00	3,250.00	750.00	-
09/15/2025	125,000.00	4.000%	2,500.00	127,500.00	133,250.00	5,750.00	6,500.00
<b>Total</b>	<b>\$935,000.00</b>	<b>-</b>	<b>\$294,249.31</b>	<b>\$1,229,249.31</b>	<b>\$1,307,915.00</b>	<b>\$78,665.69</b>	<b>-</b>

### PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	69,588.65
Transfers from Prior Issue DSR Fund	(120,095.00)
Amount deposited into new DSR Fund	93,500.00
Contingency or Rounding Amount	49.81
<b>Net Present Value Benefit</b>	<b>\$43,043.46</b>
Net PV Benefit / \$990,000 Refunded Principal	4.348%
Net PV Benefit / \$935,000 Refunding Principal	4.604%

### Refunding Bond Information

Refunding Dated Date	11/20/2014
Refunding Delivery Date	11/20/2014



## City of Ketchum

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

July 28, 2014

Mayor Jonas and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

### **Recommendation for Approval of Art in Public Places Agreement between City of Ketchum, Sun Valley Company, USDA Forest Service and USDI Bureau of Land Management**

#### Introduction/History

The Ketchum Arts Commission approached Sun Valley Company in November 2013 regarding an art in public places project. Based on the successful “Cover Art” concept whereby city infrastructure such as utility boxes were covered with a vinyl wrap of original art work, the project involving Sun Valley Company endeavored to wrap a gondola car with original work by a local artist.

Subsequent meetings took place between the City/KAC, Sun Valley Company, and the two federal jurisdictions responsible for land potentially impacted by the project: the United States Department of the Interior Bureau of Land Management (BLM) and the United States Department of Agriculture Forest Service (USFS).

All parties have come to agreement regarding execution of the project; artist Ralph Harris was selected to present an original work. Windy City Arts was selected to apply the vinyl wrap.

#### Current Report

An attached Art in Public Places Agreement (the standard contract used by the City/KAC for installations of public art) was created to incorporate roles and responsibilities of all parties involved. (Attached as Exhibit “A”.) Sun Valley Company has requested additional liability waiver language which is indicated in the attachment.

#### Financial Requirement/Impact

All costs for the project are anticipated to be donated. Initial expenditures will be taken from the KAC Trust Fund while a donor campaign is in progress.


#### Recommendation

I respectfully recommend that the City Council approve the Art in Public Places Agreement regarding the gondola car “Cover Art” project for Mayor Jonas’ signature.

Recommended Motion

*"I move to approve the Art in Public Places Agreement regarding the gondola car "Cover Art" project for Mayor Jonas' signature."*

Sincerely,

A handwritten signature in black ink that reads "Jen Smith". The signature is written in a cursive, flowing style.

Jennifer L. Smith

Director of Parks & Recreation

**ART IN PUBLIC PLACES AGREEMENT  
REGARDING THE DISPLAY OF AN ARTIST ILLUSTRATED  
GONDOLA CAR**

THIS AGREEMENT is made and entered into this _____ day of _____ 2014, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and SUN VALLEY COMPANY, a Wyoming Corporation (“SV Co.”) In partnership with the U.S. Forest Service, and the U. S. Bureau of Land Management

This agreement outlines the roles and responsibilities of the City of Ketchum and the Sun Valley Company with regard to the display of an artist illustrated gondola car.

The Forest Service and the Bureau of Land Management agree to the display of the illustrated gondola car if it meets their criteria for color and content of the artwork.

The gondola car will be provided by the SV Co., as a canvas for an artist’s design.

The City of Ketchum, via the Ketchum Arts Commission (“KAC”), will commission an artist to provide artwork for the gondola car and will contract with a vinyl company to transfer the artist’s work to the gondola car. Representatives from the Ketchum Arts Commission, the Sun Valley Co., the Forest Service, and the Bureau of Land Management will approve the artist’s final design before it is applied to the gondola car.

The gondola car will be displayed in Ketchum’s Town Square from late July, 2014, until early September of 2014.

The Sun Valley Company will add the artist illustrated gondola car to their lift operations in the fall of 2014. The illustrated gondola car will remain in place from October, 2014, until April 30, 2014. After that time the KAC and SV Co. representatives will discuss the option to extend the display for additional years.

On the interior of the gondola will be wording identifying the artist (Ralph Harris), and sponsors of the project as well as the partners for the project: Sun Valley Company, the Forest Service, the Bureau of Land Management and the City of Ketchum.

-The City of Ketchum has commissioned an artist, to provide original artwork for the gondola car.

-The City has contracted with Windy City Arts, a vinyl contractor, to transfer the artist’s design to vinyl and then to wrap the gondola car with that work. The City will pay all expenses associated with the vinyl wrapping of the car for the initial wrapping. Should the vinyl be damaged while it is in Town Square, the City will be responsible for costs incurred to replace the vinyl.

-The City will insure the gondola and the artwork while it resides in Town Square.



- The doors of the gondola will remain closed while it resides in Town Square.
- The City's Parks and Recreation Department will determine the placement of the gondola in Town Square. They will collaborate with SV Co. in the installation and de-installation of the gondola in Town Square.
- The SV Co. will transport the gondola to and from the Town Square display. Any damages incurred during that transport are the responsibility of SV Co.
- The SV Co. will provide a hanging system for display of the gondola while it resides in Town Square.
- The SV Co. will collaborate with the City's Parks and Recreation Department in the installation and de-installation of the gondola in Town Square.
- The SV Co. will insure the artwork on the gondola while it is on the lift line. Should the vinyl incur damage, the SV Co. will replace it at their expense.

- The City hereby waives and releases Sun Valley Company, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their employees, officers, agents and property owners from any and all rights and claims, demands, suits, costs and expenses for any injuries and damages, including but not limited to demands or actions for negligence, premises liability, emotional injury, property damage, intentional conduct, tort claims, and any other actions or demands of any other nature that The City has or may have against Sun Valley Company relating in any way to the gondola car or this Agreement.

- The City will maintain and/or provide to Sun Valley Company Certificates of Insurance evidencing current proof of workers compensation insurance with at least the statutory minimums, including a waiver of subrogation on behalf of Sun Valley, for The City and/or all outside contractors' employees who will work on Sun Valley Company's property, and comprehensive General Liability Insurance Coverage in an occurrence format in an amount of not less than one million dollars (\$1,000,000) per occurrence, and a General Aggregate limit of not less than three million dollars (\$3,000,000) against claims of property damage, bodily injury, or death and the cost of litigation to defend such claims for occurrences arising out of the conduct of The City, and all of their representatives, employees, agents, and contractors and subcontractors, state and local law enforcement and rescue personnel, any other sponsors and spectators related to the event. This insurance coverage is considered the primary and non-contributory coverage for any and all such claims. Sun Valley Company shall be named as an additional insured on said insurance policy. All such Certificates will be submitted to Sun Valley Company's Risk Management prior to Sun Valley Company providing gondola car.

- The City assumes all liability and agrees to indemnify and hold harmless Sun Valley Company, its parent, subsidiary, brother, sister, closely related affiliated companies and all of their employees, agents and property owners from and against any and all claims, actions, causes of action, damages, and any other losses suffered by Sun Valley

Company, arising from or relating in any way to the gondola car or related activities herein.

The City and SV Co may or may not collaborate on any advertising of the illustrated gondola car, at the options of the parties.

The artist's name will be included on any and all advertising.

Recognition of partners in the project will be identified in any press releases associated with the project.

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

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

CITY OF KETCHUM, IDAHO  
An Idaho Municipal Corp

By: _____  
Nina Jonas, Mayor of Ketchum

Attest:

_____  
Sandra E. Cady, CMC  
City Treasurer/Clerk

SUN VALLEY COMPANY  
A Wyoming Corporation

By: _____

| Tim Silva, SV Co. General Manager

THE UNITED STATES FOREST SERVICE

By: _____  
Kurt Nelson, District Director

# City of Ketchum, Idaho

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



August 4, 2014

Mayor Jonas and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Jonas and City Councilors:

## **Recommendation to Adopt Resolution No. 14-015 Approving the Proposed Budget for FY2014-15**

### Introduction/History

Per Idaho Code 50-1002 the Council must approve the proposed budget for Fiscal Year Beginning October 1, 2014 and ending September 30, 2015, containing the proposed expenditures and revenues necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing thereon.

### Current Report

The public hearing will be held at 5:30 p.m. on August 26, 2014 in the City Hall, 480 East Avenue North, Ketchum, Idaho. The City Clerk will publish said proposed budget for the fiscal year 2014-15 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho on August 13 and August 20, 2014.

### Financial Requirement/Impact

The Fiscal Year 2014-15 City Budget provides budget authority for the services and projects the City anticipates to provide during the new fiscal year.

### Recommendation

I respectfully recommend that the Ketchum City Council adopt Resolution No. 14-015 approving the proposed budget for Fiscal Year 2014-15.

### Recommended Motion

*"I MOVE TO ADOPT RESOLUTION NO. 14-015, APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, CONTAINING THE PROPOSED EXPENDITURES AND REVENUES NECESSARY FOR ALL PURPOSES FOR SAID FISCAL YEAR TO BE RAISED AND APPROPRIATED WITHIN SAID CITY AND PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING THEREON."*

Sincerely,

A handwritten signature in cursive script that reads "Sandra E. Cady".

Sandra E. Cady, CMC  
City Treasurer/Clerk

**RESOLUTION NUMBER 14-015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, CONTAINING THE PROPOSED EXPENDITURES AND REVENUES NECESSARY FOR ALL PURPOSES FOR SAID FISCAL YEAR TO BE RAISED AND APPROPRIATED WITHIN SAID CITY AND PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING THEREON.

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

SECTION 1. That the proposed budget, setting forth the proposed, probable and estimated expenditures and revenues to be appropriated, and which are necessary for all purposes, within the City of Ketchum, Idaho, for the fiscal year beginning October 1, 2014 and ending September 30, 2015, be and the same is hereby approved and the City Clerk is directed to enter the same into the minutes.

SECTION 2. That public hearing hereon will be held at 5:30 p.m. on August 26, 2014 in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 3. That the City Clerk is directed to publish said proposed budget for the fiscal year 2014-15 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho on August 13 and August 20, 2014.

PASSED BY THE CITY COUNCIL this 4th day of August 2014.

SIGNED BY THE MAYOR this 4th day of August 2014.

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Nina Jonas, Mayor

ATTEST:

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Sandra E. Cady, CMC  
City Clerk

## NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the City Council of the City of Ketchum, Idaho will meet on Tuesday, August 26, 2014 at 5:30 P.M. at the City Hall, 480 East Avenue North, Ketchum, Idaho for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2014-15) at which time any taxpayer may appear and be heard upon any part or parts of said budget; and

That the following table sets forth the amount proposed to be appropriated to each department for the 2014-15 fiscal year, the amounts appropriated to each department for the current 2013-14 fiscal year, and the amounts expended by each department during the previous 2012-13 fiscal year, to-wit:

### CITY OF KETCHUM, IDAHO

#### EXPENDITURES

	<u>Actual FY 12-13</u>	<u>Budgeted FY 13-14</u>	<u>Proposed FY 14-15</u>
GENERAL FUND	5,575,182	5,584,306	5,388,308
WAGON DAYS FUND	109,478	109,500	104,561
STREET MAINTENANCE FUND	1,558,805	1,657,941	1,772,709
STREET CAPITAL IMPROVEMENT FUND	61,868	78,813	25,000
LAW ENFORCEMENT IMPROVEMENT FUND	0	0	0
FIRE AND RESCUE FUND	805,959	852,112	900,008
FIRE CAPITAL IMPROVEMENT FUND	0	0	0
AMBULANCE SERVICES FUND	1,118,781	1,185,609	1,252,963
PARKS & RECREATION FUND	1,085,834	1,046,367	1,057,191
PARKS & RECREATION CAP. IMP. FUND	24,500	26,684	0
PARKS & RECREATION TRUST FUND	161,991	81,000	44,100
LOCAL OPTION TAX FUND	1,884,261	2,071,398	2,167,758
LOT-ADDITIONAL 1% FUND	0	0	1,586,882
GO BOND DEBT SERVICE FUND	149,512	150,454	150,145
IDAHO POWER FRANCHISE FUND	461,476	100,000	125,000
IN-LIEU HOUSING FUND	70,000	7,000	12,000
WATER FUND	1,409,936	1,583,143	1,627,134
WATER CAPITAL IMPROVEMENT FUND	124,246	158,000	105,000
WASTEWATER FUND	2,515,690	2,453,886	2,204,459
WASTEWATER CAPITAL IMP. FUND	781,270	576,600	318,000
POLICE TRUST FUND	0	5,000	5,000
FIRE TRUST FUND	242,996	0	0
DEVELOPMENT TRUST FUND	47,292	70,000	70,000
Total Expenditures	18,189,077	17,797,813	18,916,218

REVENUE

**GENERAL FUND**

GENERAL PROPERTY TAXES	3,516,051	3,597,141	3,708,324
OTHER REVENUE	1,910,490	1,675,435	1,797,685
FUND BALANCE APPLIED	148,641	311,730	0
<b>TOTAL GENERAL FUND</b>	<b>5,575,182</b>	<b>5,584,306</b>	<b>5,506,009</b>

**WAGON DAYS FUND**

FUND BALANCE APPLIED	0	7,000	20,000
<b>TOTAL WAGON DAYS FUND</b>	<b>124,267</b>	<b>109,500</b>	<b>104,561</b>

**STREET MAINTENANCE FUND**

FUND BALANCE APPLIED	4,137	71,596	223,998
<b>TOTAL STREET MAINTENANCE FUND</b>	<b>1,558,805</b>	<b>1,657,941</b>	<b>1,772,709</b>

**STREET CAPITAL IMPROVEMENT FUND**

FUND BALANCE APPLIED	0	25,813	0
<b>TOTAL STREET CAPITAL IMPR. FUND</b>	<b>100,638</b>	<b>78,813</b>	<b>53,100</b>

**LAW ENFORCEMENT IMPROVEMENT FUND**

	707	0	0
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**FIRE AND RESCUE FUND**

FUND BALANCE APPLIED	0	33,019	186,563
<b>TOTAL FIRE AND RESCUE FUND</b>	<b>831,709</b>	<b>852,112</b>	<b>900,008</b>

**FIRE CAPITAL IMPROVEMENT FUND**

	70,417	60,000	61,120
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**AMBULANCE SERVICES FUND**

FUND BALANCE APPLIED	73,128	4,298	136,208
<b>TOTAL AMBULANCE FUND</b>	<b>1,118,781</b>	<b>1,185,609</b>	<b>1,252,963</b>

**PARKS & RECREATION FUND**

FUND BALANCE APPLIED	112,797	57,923	0
<b>TOTAL PARKS &amp; RECREATION FUND</b>	<b>1,085,834</b>	<b>1,046,367</b>	<b>1,064,774</b>

**PARKS & RECREATION CAP. IMP. FUND**

FUND BALANCE APPLIED	0	11,684	0
<b>TOTAL PARKS &amp; RECREATION CAP.IMP.FND</b>	<b>26,520</b>	<b>26,684</b>	<b>10,000</b>

**PARKS & RECREATION TRUST FUND**

	222,016	81,000	44,100
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**LOCAL OPTION TAX FUND**

FUND BALANCE APPLIED	77,560	0	33,936
<b>TOTAL LOCAL OPTION TAX FUND</b>	<b>1,884,261</b>	<b>2,248,835</b>	<b>2,167,758</b>

**LOT-ADDITIONAL 1% FUND**

FUND BALANCE APPLIED	0	0	1,586,882
<b>TOTAL LOT-ADDITIONAL 1% FUND</b>	<b>0</b>	<b>0</b>	<b>1,586,882</b>

**GO BOND DEBT SERVICE FUND**

FUND BALANCE APPLIED	0	454	0
<b>TOTAL GO BOND DEBT SERVICE FUND</b>	<b>149,514</b>	<b>150,454</b>	<b>150,145</b>

**IDAHO POWER FRANCHISE FUND**

FUND BALANCE APPLIED	224,348	0	0
<b>TOTAL IDAHO POWER FRANCHISE FUND</b>	<b>461,476</b>	<b>247,000</b>	<b>247,000</b>

<b>IN-LIEU HOUSING FUND</b>	67	0	0
FUND BALANCE APPLIED	69,933	7,000	12,000
<b>TOTAL IN-LIEU HOUSING FUND</b>	<b>70,000</b>	<b>7,000</b>	<b>12,000</b>
<b>WATER FUND</b>	1,589,630	1,533,500	1,638,000
FUND BALANCE APPLIED	0	49,643	0
<b>TOTAL WATER FUND</b>	<b>1,589,630</b>	<b>1,583,143</b>	<b>1,638,000</b>
<b>WATER CAPITAL IMPROVEMENT FUND</b>	136,346	168,000	90,550
FUND BALANCE APPLIED	0	0	14,450
<b>TOTAL WATER CAPITAL FUND</b>	<b>136,346</b>	<b>168,000</b>	<b>105,000</b>
<b>WASTEWATER FUND</b>	2,238,640	2,207,500	2,158,333
FUND BALANCE APPLIED	277,050	246,386	46,126
<b>TOTAL WASTEWATER FUND</b>	<b>2,515,690</b>	<b>2,453,886</b>	<b>2,204,459</b>
<b>WASTEWATER CAPITAL IMP. FUND</b>	799,319	475,945	162,000
FUND BALANCE APPLIED	0	100,655	156,000
<b>TOTAL WASTEWATER CAPITAL IMP. FUND</b>	<b>799,319</b>	<b>576,600</b>	<b>318,000</b>
<b>POLICE TRUST FUND</b>	295	0	100
FUND BALANCE APPLIED	0	5,000	4,900
<b>TOTAL POLICE TRUST FUND</b>	<b>295</b>	<b>5,000</b>	<b>5,000</b>
<b>FIRE TRUST FUND</b>	209,374	0	0
<b>DEVELOPMENT TRUST FUND</b>	74,531	25,000	53,000
FUND BALANCE APPLIED	0	45,000	17,000
<b>TOTAL DEVELOPMENT TRUST FUND</b>	<b>74,531</b>	<b>70,000</b>	<b>70,000</b>
<b>Total Revenue</b>	<b>18,605,312</b>	<b>18,192,250</b>	<b>19,273,588</b>

The proposed expenditures and revenues for Fiscal Year 2014-15 have been tentatively approved by the City Council.

Dated this 4th day of August 2014.

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Sandra E. Cady, CMC  
City Treasurer/Clerk

Publish: August 13, 2014  
August 20, 2014  
Idaho Mountain Express





Fiscal Year 2014/2015  
Proposed Budget



**City of Ketchum, Idaho  
Fiscal Year 2014-2015  
Proposed Budget**

**Mayor**

Nina Jonas

**City Council**

Michael David, President

Anne Corrock

Baird Gourlay

Jim Slanetz

**Interim City Administrator**

Ray Silver



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**July 31, 2014**

**Mayor Jonas and City Council**

**City of Ketchum, Idaho**

### **Fiscal Year 2014 - 2015 Budget Message**

#### **Purpose:**

**The Fiscal Year 2014-15 City of Ketchum Proposed Budget provides budget authority for the services and projects the City plans to provide during the fiscal year, which runs from October 1, 2014 to September 30, 2015. The City budget contains a total of twenty-three active self-balancing funds. A self-balancing fund is defined as the beginning fund balance, plus the revenues estimated for the fiscal year, the appropriations for the year and the projected year-end fund balance.**

**The budget message provides an executive summary of what is contained in the budget overall. It also includes the Mayor and City Council adopted budget objectives for the fiscal year and what has been allocated in the budget to meet those objectives, if possible.**

#### **Fiscal Year 2014-15 Objectives**

**The Mayor and City Council adopted 8 budget objectives for Fiscal Year (FY) 2014-15. The City Administrator has listed each one and what action the budget contains in response to it. They are:**

**1. Adopt a Balanced General Fund Budget for FY 2014-15**

**Comment:** The proposed budget for FY 2014-15 is balanced so that revenues and appropriations are equal. However, around \$322,771 of one-time revenue from the fund balance in the Fire and Rescue Fund and the Ambulances Services Fund, are used to pay for the three firefighter positions for one year. The three firefighter positions were funded during the past two years from a Federal SAFER grant. Some \$20,000 of the Wagon Days fund balance is appropriated for this coming year budget. Lastly, \$31,488 of one-time Street Fund Balance revenue is also used to repair and maintain the streets for FY 2014-15. The City will need to identify ongoing revenues or expenditure reductions in FY 2015-16 to pay for these ongoing costs that are funded with one-time funds totaling \$374,259 in FY 2014-15.

**2. Initiate planning process for construction of a city hall, and/or fire station and police station:**

**Comment:** The Ketchum Urban Renewal Agency's (KURA) FY 2014-15 budget contains funds for the City to update the previous space utilization study. This will allow the KURA and the City to know what size facilities need to be constructed, what size of site is required to provide the necessary parking and landscaping, and cost estimates to construct and purchase land if necessary.

**3. Evaluate and consider utilization of a multi-departmental code enforcement officer.**

**Comment:** The proposed budget contains funds to hire a multi-department code enforcement officer in January, 2015, since it will take time to hire the contract person. The primary assignment for this person for the first two years will be to enforce the Local Option Tax (LOT) to best assure full compliance. After this time frame, the position can, also, focus on other code enforcement.



**4. Begin work on adopting and implementing environmental initiatives such as water, wildlife habitat, energy and natural resources conservation.**

**Comment: The Public Works Director will be working on these initiatives in the coming fiscal year. At this time it is not known what additional funds may be required. It is also recommended to provide \$25,000 for the City's Energy Work Program from the Idaho Power Franchise Fund (IPFF).**

**5. Restructure Economic non-government organizations to more effectively use and coordinate resources.**

**Comment: This should be one of the first tasks that the Mayor and City Administrator work on in the next fiscal year. It should not require any additional funds.**

**6. Update the zoning code and make it consistent with the 2014 Comprehensive Plan.**

**Comment: The addition of a second senior planner, which is funded in the new proposed budget, will assure that this objective is met.**

**7. Pursue Fire Services coordination with the Wood River Rescue and the City of Sun Valley fire departments where possible.**

**Comment: The Fire Chief will focus on this without additional funding required.**

**8. Maximize the utilization of available social media through the City's communication program, to attract and retain newer and younger generations.**

**Comment:** The proposed budget contains funding to achieve this objective in the amount of \$78,700. Of this amount 65.6 percent has been allocated to the General Fund, while the balance has been assigned to other funds. Prior to FY14-15 communications were paid from General Fund Contingency consisting of Red Sky Public Relations in the approximate amount of \$30,000, Whitney McNeese, Nimbus Creative Group and others. This budget combines the communications and advertising from other departments. In FY12-13 the expenditures were approximately \$78,356; FY13-14 is estimated to be around \$85,000. There will be a savings next year since the City has changed the format of the agenda advertisements, which were costing around \$18,000 per year. The savings is estimated to be around \$11,000.

#### **FY2014-15 Staffing**

The City of Ketchum's budget provides for 5 elected officials, 51 full-time employee equivalents (FTE's), 5 part-time employees, 51 part-time seasonal, 39 paid on-call volunteers, and 80 volunteers. The one new contract position recommended in the FY 2014-15 is the Multi-Departmental Code Enforcement Officer, which will have as its primary function the collection of the LOT. It is expected to pay its own fully burden costs. If this contract position does not fully pay its costs by the end of FY 2014-15, it should be eliminated in the FY2015-16 budget. Also two ¾ time supervisor positions in the Parks and Recreation Department were converted to full-time positions.

#### **Overall Budget Focus and Strategy**

In addition to incorporating the eight Mayor and City Council adopted budget objectives, as outlined above, this budget's focus is on core City services and maintaining a General Fund balance of 17%. Core Services are defined as the basic

services that a City provides such as police services, fire services, public works services such as street, curb and gutter maintenance repair, water delivery services, waste water services, planning and building oversight and the support services to deliver these functions. The General Fund balance/reserve is projected to end the year at 17.0% of the estimated FY 2014-15 General Fund revenues.

In FY 2014-15 the General Fund, Ambulance Fund and the Fire and Rescue Fund costs are estimated to increase. Some of the major causes for this increase are as follows for the coming fiscal year:

A. The City needs to add the three firefighters, with the expiration of the SAFER federal grant on September 30, 2014. This will cost about \$262,589. The new City/IAFF (International Association of Fire Fighters) contract increases the cost to these funds in amount of approximately \$60,000.

B. There was a significant reduction in LOT funds in FY 2013-14, which are estimated at \$1,834,699, while appropriations were adopted and spent at \$2,071,398. The difference between funds received and expended were approximately \$236,699. For FY 2014-15 the estimated revenue is projected at the actual amount the City is expected to receive in FY 2013-14 plus a 10% increase. Therefore proposed expenditures for FY 2014-15 will not exceed the budgeted revenues in LOT funds.

In November 2013, an additional 1% LOT was adopted. It is estimated that these funds will result in receiving \$1,586,882 in FY14-15.

C. The City is expected to experience an approximate 18% increase in health insurance premiums in FY 2014-15. The estimated increase cost for this is \$203,051, in order to maintain the city's health insurance at its current benefit level, of 80/20 with 1,500 deductible, supplemented by a HRA plan.

- D. This upcoming year's budget includes approximately \$50,000 in additional ongoing costs in the Parks and Recreation budget, to maintain and manage the ever increasing demands placed on its resources to date. The \$12,000 maintenance costs for the Transportation Hub is included in this \$50,000.**
  
- E. The budget also includes the communications program for the City in the amount of \$78,700.**
  
- F. The City's Energy Work Program has been funded at \$25,000 in the Idaho Power Franchise Fund (IPFF).**
  
- G. Increased cost for the Blaine County Sheriff's Contract is \$36,729.**

**In order to pay for these, and other increased costs in such areas as utilities, Public Employee Retirement System of Idaho (PERSI), worker's compensation, disability insurance, and the dental program, other ongoing appropriations from last year are not funded or funded at a lower amount. The City programs that are recommended to be not funded or at a reduced level are:**

- a. Terminate the contract with the Idaho State Tax Commission for the collection of the LOT. This saves the City \$192,800 annually.**
  
- b. Eliminate City funds for the Recreation and Public Purposes Project. Last year the City General Fund contributed \$71,155.**

- c. Reduce the General Fund transfer to the Street Fund in the amount of \$184,271 and instead have this amount paid out of the Street Fund balance and LOT funds.**
- d. Reduce the KCDC payment from the LOT by \$74,400. The \$42,000 for KIC moved to the General Fund.**
- e. Fly Sun Valley now receives the additional 1% LOT, so the \$50,000 appropriation is eliminated.**
- f. Eliminate the \$2,500 payment to the Environmental Resource Center.**
- g. Eliminate the \$6,000 rent payment to Visit Sun Valley since they are receiving the recently adopted additional 1% LOT revenues.**
- h. Maintain funding for the Sun Valley Economic Development (SVED) at \$10,000, instead of the \$15,000 requested by the SVED.**
- i. Use \$20,000 from the Wagon Days fund balance.**

**Understandably, all of these programs are integral and important to the City of Ketchum's success. However, until General Fund and LOT revenues increase significantly, the City is unable to afford to pay for some or all of these programs and**

projects. LOT funds for Visit Sun Valley and special events have not been reduced since they are City initiatives that could most likely increase revenues streams in the short term.

The original Local Option Tax (LOT) was effective December 15, 1978. Since the original adoption of the Local Option Tax, changes to the Local Option Tax had voter approval in 1979, 1983, 1984, 1988, 1997, and 2011. In 2011 it was approved by voters for a new 15-year term. This LOT's funds are to be used for a) Municipal Transportation, b) Open Space Acquisition and Recreation, c) Capital Improvements: Roads, Water, Sewer, Parking and the Ore Wagon Museum, d) Emergency Services: police, fire and ambulance, e) City Promotion, Visitor Information and Special Events, f) Property Tax Relief, and g) Direct Costs to collect and enforce the tax. In summation the original Local Option tax imposes: 1% on retail, 1% on building material, 2% on liquor by the drink, and 2% on short term lodging.

In November, 2013 an additional 1% was added to the LOT with authority to collect for five years. This additional 1% LOT is to be used to a) maintain and increase commercial air service to Friedman Memorial Airport through the use of minimum revenue guarantees or other inducements to providers, b) promote and market the existing service and any future service to increase passengers, c) all ancillary costs associated with the ongoing effort to maintain and increase commercial air service; including management costs and bussing due to flight diversions, and d) direct cost to collect and enforce the tax, including administrative and legal fees.

Original LOT Fund Expenditures for FY 2014-15 are proposed as follows:

**A) Municipal Transportation**

Contract with Mountain Rides	\$550,000
------------------------------	-----------

**B) Open Space Acquisition and Recreation**

Expected if there is a growth in LOT receipts	\$ 80,347
-----------------------------------------------	-----------

**C) Capital Improvements: Roads, Water, Sewer, Parking & Ore Wagon Museum**

Transfer to Street Fund	\$440,815
Transfer to Street – Sidewalk Repair, if there is a growth in LOT receipts	\$100,000
<b>D) Emergency Services: police, fire and ambulance</b>	
Contract with Blaine County for Dispatch	\$131,360
Transfer to Fire and Rescue Fund	\$ 72,544
Transfer to Ambulance Fund	\$ 29,000
<b>C) City Promotion, Visitor Information and Special Events</b>	
Contract with Visit Sun Valley	\$450,000
Transfer to Wagon Days	\$ 55,000
Events / Promotions (depicts a small growth in LOT receipt)	\$105,850
<b>F) Property Tax Relief</b>	\$0
<b>G) Direct costs to collect and enforce the tax</b>	\$142,842

The additional 1% LOT Fund Expenditures for FY 2014-15 are proposed as follows:

Sun Valley Air Service Board	\$1,521,229
<b>A) Maintain and increase commercial air service to Friedman</b>	
Contract with Fly Sun Valley Alliance	

**B) Promote and market air service to increase passengers**

**Contract with Visit Sun Valley**

**C) Ancillary Costs**

**\$0**

**D) Direct costs to collect and enforce the tax**

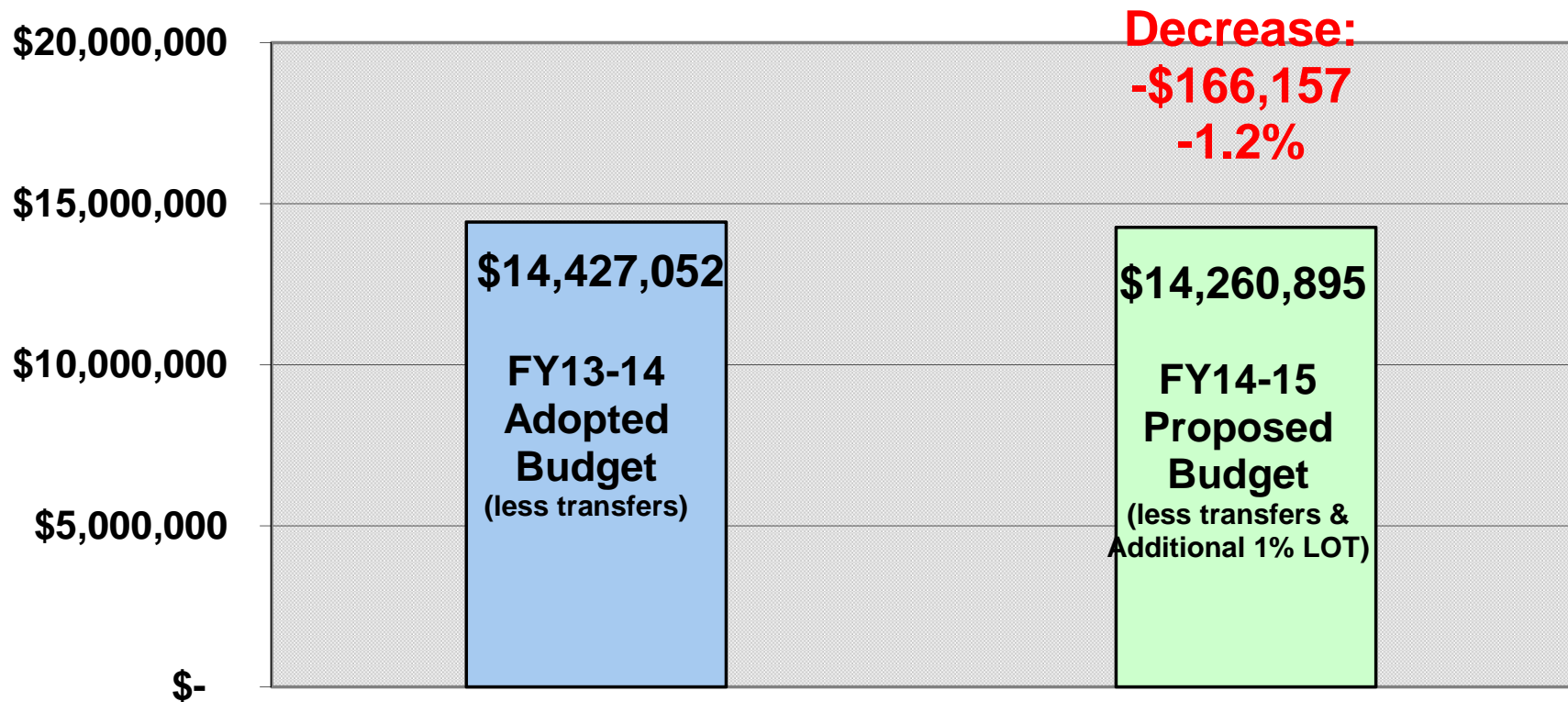
**\$ 65,653**

**It has been a difficult process to determine which programs and projects can be funded in Fiscal Year 2014-15. Hopefully, the City will determine that the choices to balance the budget are limited and that core service levels need to be maintained in order to continue to attract more residents and tourists.**





# Fiscal Year Budget Comparison (All Funds) Adopted FY13-14 vs. Proposed FY14-15 "Apples to Apples" Comparison



# **Fiscal Year 2014-2015 Budget**

## **Purpose**

The Fiscal Year 2014-2015 Budget provides the legal authority to administer the services and projects provided by the City. The budget is a financial plan containing projections of resources (income) and requirements (expenses) for the fiscal year which begins October 1, 2014 and ends September 30, 2015. The City Budget contains a total of 22 active, self-balancing funds. “Self balancing” is defined as total resources (i.e. beginning fund balance plus current year revenue) equaling total requirements (i.e. appropriated spending authority plus ending fund balance). Each fund has been established to provide segregated accounting for a specific area of activity.

## **FY2014-2015 Objectives**

The objectives of the Fiscal Year 2014-2015 Budget are to provide budget authority to administer the City’s services and projects.

## **FY2014-2015 Staffing**

The City of Ketchum Budget provides for 5 elected officials and 51.00 Full Time Employee Equivalent (FTE), 5 part-time employees, 51 part-time seasonal, 39 on-call volunteers, and 80 volunteers. The amounts budgeted in Personal Services throughout the budget reflect these staffing totals.

**BUDGET SUMMARY (BY FUNDS)  
CITY OF KETCHUM PROPOSED BUDGET  
FISCAL YEAR 2014-2015**

Fund	RESOURCES				REQUIREMENTS						TOTAL APPROP. BUDGET	Unapprop.	TOTAL APPROP. & UNAPPROP
	Beginning Balance	Revenue	Transfers	TOTAL	Personal Services	Materials & Services	Capital Outlay	Transfers	Debt Service	Conting.			
General	836,698	5,506,009	0	<b>6,342,707</b>	1,124,336	2,127,766	20,472	1,915,734	0	200,000	<b>5,388,308</b>	954,399	<b>6,342,707</b>
Wagon Days	25,980	29,561	55,000	<b>110,541</b>	0	104,561	0	0	0	0	<b>104,561</b>	5,980	<b>110,541</b>
Street Maint.	364,890	468,679	1,080,032	<b>1,913,601</b>	891,264	643,300	0	203,145	0	35,000	<b>1,772,709</b>	140,892	<b>1,913,601</b>
Street Cap	61,125	100	53,000	<b>114,225</b>	0	0	25,000	0	0	0	<b>25,000</b>	89,225	<b>114,225</b>
Law Enf Cap	1,532	0	0	<b>1,532</b>	0	0	0	0	0	0	<b>0</b>	1,532	<b>1,532</b>
Fire & Rescue	186,563	301,450	411,995	<b>900,008</b>	756,008	78,000	0	56,000	0	10,000	<b>900,008</b>	0	<b>900,008</b>
Fire Cap	200,103	5,120	56,000	<b>261,223</b>	0	0	0	0	0	0	<b>0</b>	261,223	<b>261,223</b>
Ambulance	136,208	1,011,463	105,292	<b>1,252,963</b>	1,153,963	99,000	0	0	0	0	<b>1,252,963</b>	0	<b>1,252,963</b>
Parks & Rec	0	204,000	860,774	<b>1,064,774</b>	811,714	245,477	0	0	0	0	<b>1,057,191</b>	7,583	<b>1,064,774</b>
Parks Cap	13,709	10,000	0	<b>23,709</b>	0	0	0	0	0	0	<b>0</b>	23,709	<b>23,709</b>
Parks Trust	21,961	44,100	0	<b>66,061</b>	0	44,100	0	0	0	0	<b>44,100</b>	21,961	<b>66,061</b>
Local Op Tax	33,936	2,133,822	0	<b>2,167,758</b>	137,342	1,423,057	0	597,359	0	10,000	<b>2,167,758</b>	0	<b>2,167,758</b>
LOT-Add 1%	0	1,586,882	0	<b>1,586,882</b>	0	1,521,229	0	65,653	0	0	<b>1,586,882</b>	0	<b>1,586,882</b>
G. O. Debt	1,124	0	150,145	<b>151,269</b>	0	0	0	0	150,145	0	<b>150,145</b>	1,124	<b>151,269</b>
ID Power Fr	95,340	247,000	0	<b>342,340</b>	0	25,000	100,000	0	0	0	<b>125,000</b>	217,340	<b>342,340</b>
In-Lieu	12,275	0	0	<b>12,275</b>	0	12,000	0	0	0	0	<b>12,000</b>	275	<b>12,275</b>
Water	355,386	1,638,000	0	<b>1,993,386</b>	595,285	565,306	0	80,550	355,993	30,000	<b>1,627,134</b>	366,252	<b>1,993,386</b>
Water Cap	39,641	10,000	80,550	<b>130,191</b>	0	0	105,000	0	0	0	<b>105,000</b>	25,191	<b>130,191</b>
Sewer	360,204	2,158,333	0	<b>2,518,537</b>	1,070,128	655,302	0	150,000	279,029	50,000	<b>2,204,459</b>	314,078	<b>2,518,537</b>
Sewer Cap	221,034	12,000	150,000	<b>383,034</b>	0	0	318,000	0	0	0	<b>318,000</b>	65,034	<b>383,034</b>
Police Trust	103,975	100	0	<b>104,075</b>	0	5,000	0	0	0	0	<b>5,000</b>	99,075	<b>104,075</b>
Fire Trust	(33,621)	0	0	<b>(33,621)</b>	0	0	0	0	0	0	<b>0</b>	(33,621)	<b>(33,621)</b>
Dev Trust	17,406	53,000	0	<b>70,406</b>	0	70,000	0	0	0	0	<b>70,000</b>	406	<b>70,406</b>
<b>TOTAL</b>	<b>3,055,469</b>	<b>15,419,619</b>	<b>3,002,788</b>	<b>21,477,876</b>	<b>6,540,040</b>	<b>7,619,098</b>	<b>568,472</b>	<b>3,068,441</b>	<b>785,167</b>	<b>335,000</b>	<b>18,916,218</b>	<b>2,561,658</b>	<b>21,477,876</b>
<b>% of TOTAL</b>	<b>14.2%</b>	<b>71.8%</b>	<b>14.0%</b>	<b>100.0%</b>	<b>30.5%</b>	<b>35.5%</b>	<b>2.6%</b>	<b>14.3%</b>	<b>3.7%</b>	<b>1.6%</b>		<b>11.9%</b>	<b>100.0%</b>

# General Fund

Including:

Legislative and Executive

Administrative Services

Legal Services

Planning and Building Services

Law Enforcement

Non-Departmental



# **General Fund**

## **Purpose**

The General Fund provides budget authority for services and projects that are not typically self-supporting. Services provided by the General Fund are Legislative and Executive, Administrative Services, Legal Services, Planning and Building Services, Law Enforcement, and Non-Departmental functions. Significant transfers of funds are also made from the General Fund to support the Street Maintenance, Fire and Rescue, Ambulance, and Parks and Recreation Funds. General Fund services generate inadequate revenue to off-set their costs. As such, property tax revenue and other “general” income sources are utilized to pay for General Fund expenses.

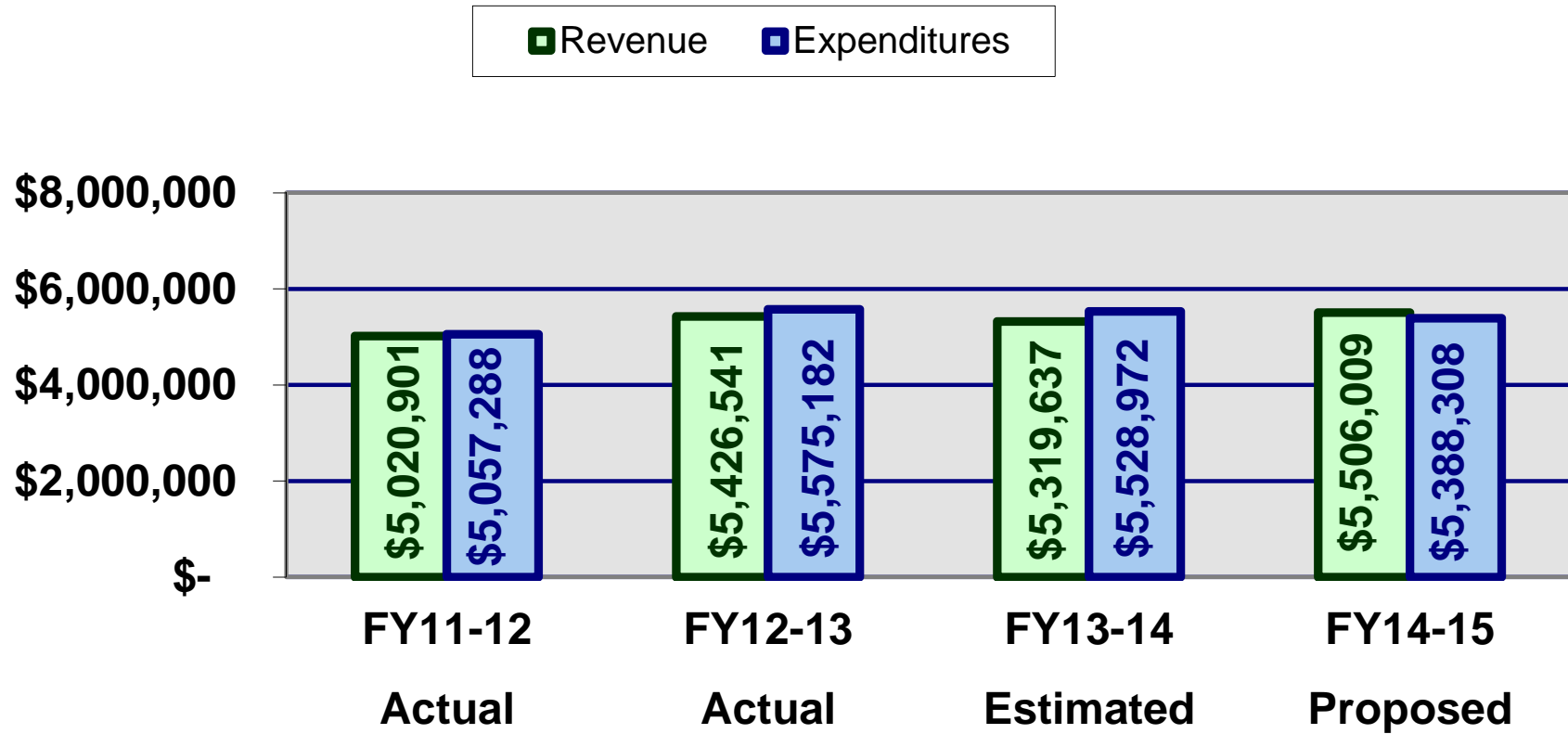
## **FY2014-2015 Objective**

The objective of the General Fund for Fiscal Year 2014-2015 is to provide budget authority to provide the above listed services within the City.

## **FY2014-2015 Staffing**

The General Fund is supported by a cumulative total of 2.25 Elected Officials Equivalent (EOE) and 7.65 Full Time Employee Equivalent (FTE). The amounts budgeted in Personal Services throughout the General Fund reflect these staffing totals.

## General Fund Revenue vs. Expenditures (FY2012 - FY2015)



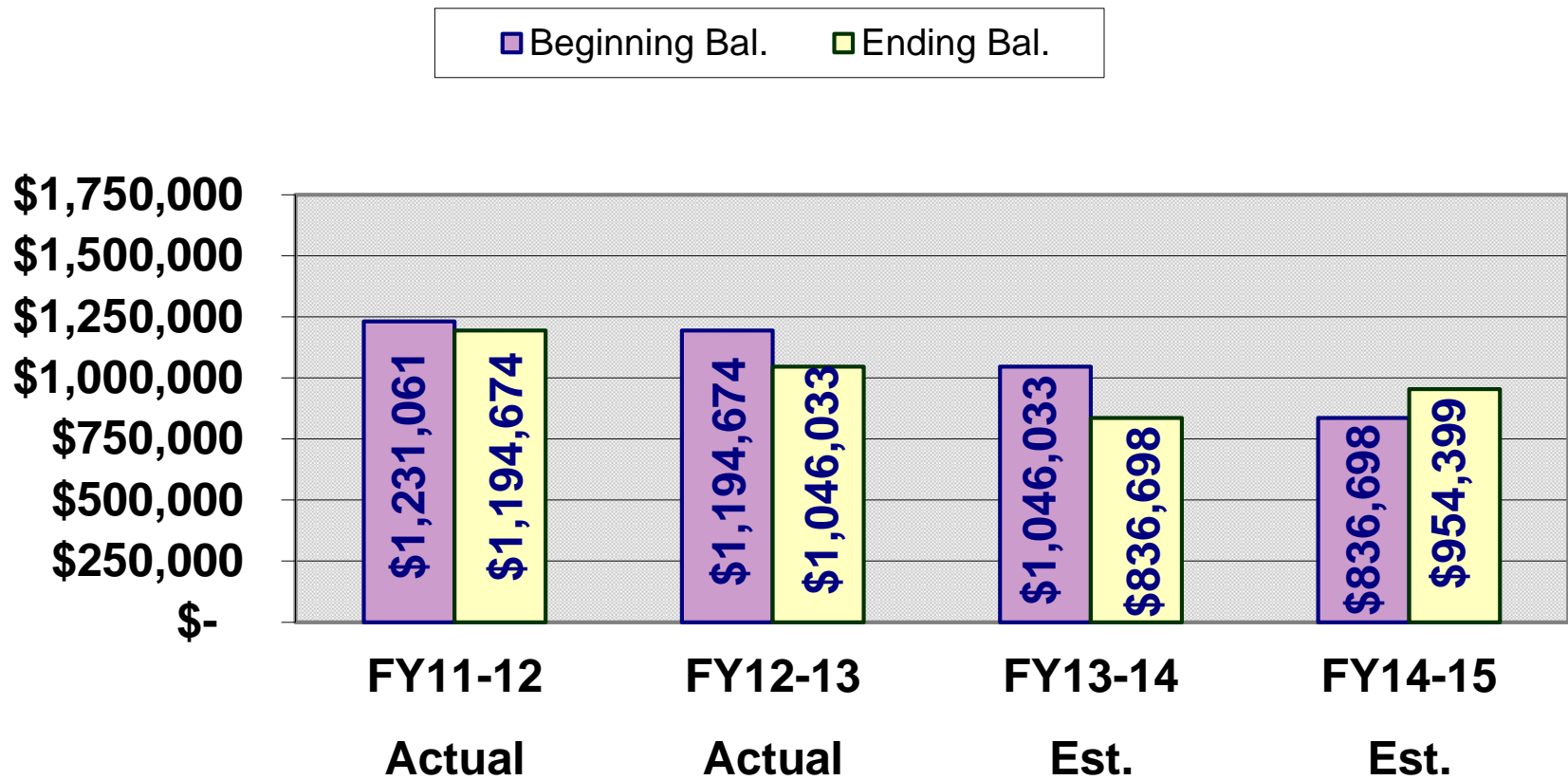


GENERAL FUND - 01

FUND SUMMARY

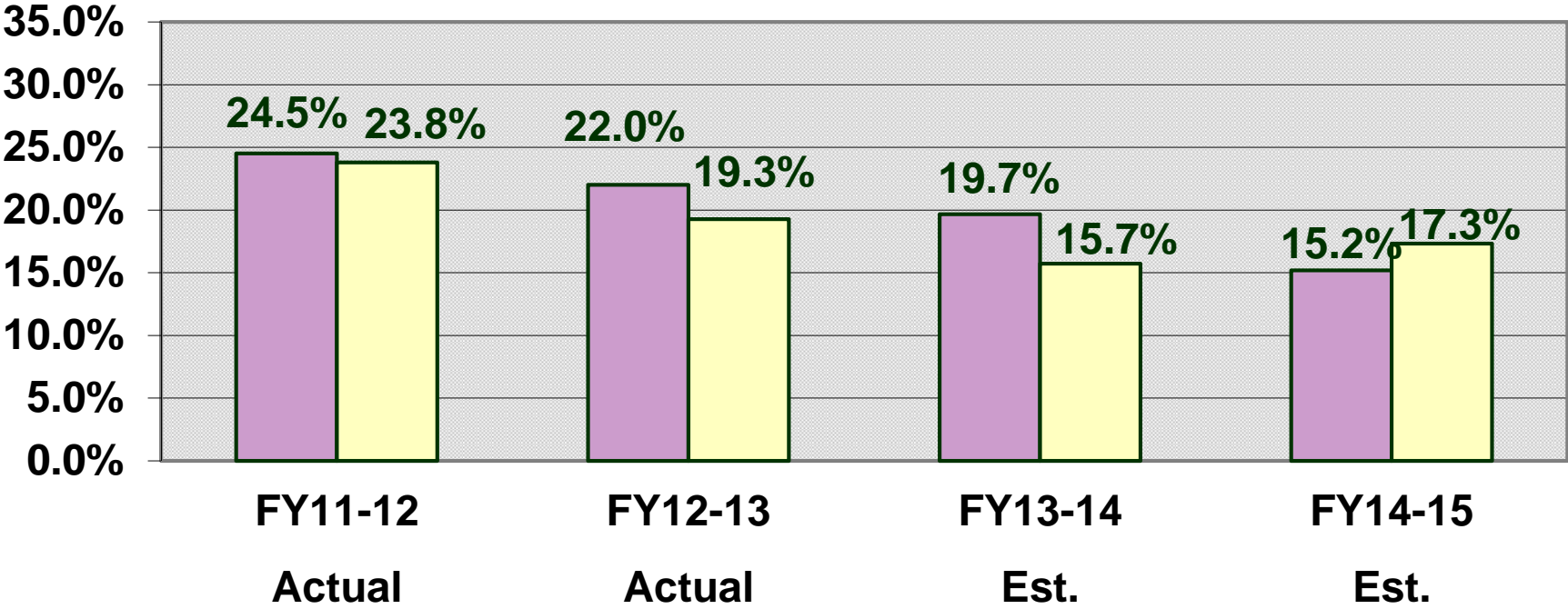
	ACTUAL 2011-12	ACTUAL 2012-13	ADOPTED 2013-14	ESTIMATED 2013-14	PROPOSED 2014-15	% CHANGE FY15/FY14
<b>RESOURCES</b>						
Beginning Cash Balance	1,231,061	1,194,674	1,230,692	1,046,033	836,698	-32.0%
Revenue	5,020,901	5,426,541	5,272,576	5,319,637	5,506,009	4.4%
<b>Total Resources</b>	<b>6,251,962</b>	<b>6,621,215</b>	<b>6,503,268</b>	<b>6,365,670</b>	<b>6,342,707</b>	<b>-2.5%</b>
<b>REQUIREMENTS</b>						
<b>Appropriations:</b>						
Legislative and Executive	96,259	119,202	123,390	148,387	172,789	40.0%
Administrative Services	365,782	502,287	577,846	544,412	707,688	22.5%
Legal Services	144,489	135,345	158,922	133,922	168,240	5.9%
Planning & Bulding Services	786,981	868,436	835,109	835,312	725,320	-13.1%
Law Enforcement	1,258,197	1,280,272	1,350,100	1,349,600	1,388,537	2.8%
Building Code Services	0	0	0	0	0	N/A
Non-Departmental	2,405,580	2,669,641	2,538,939	2,517,339	2,225,734	-12.3%
<b>Total Appropriations</b>	<b>5,057,288</b>	<b>5,575,182</b>	<b>5,584,306</b>	<b>5,528,972</b>	<b>5,388,308</b>	<b>-3.5%</b>
<b>Ending Cash Balance</b>	<b>1,194,674</b>	<b>1,046,033</b>	<b>918,962</b>	<b>836,698</b>	<b>954,399</b>	<b>3.9%</b>
<b>Total Requirements</b>	<b>6,251,962</b>	<b>6,621,215</b>	<b>6,503,268</b>	<b>6,365,670</b>	<b>6,342,707</b>	<b>-2.5%</b>

## General Fund Beginning & Ending Fund Balances (FY2012-FY2014)



# General Fund Beginning & Ending Fund Balances as a % of Operating Revenue (FY2012-FY2015)

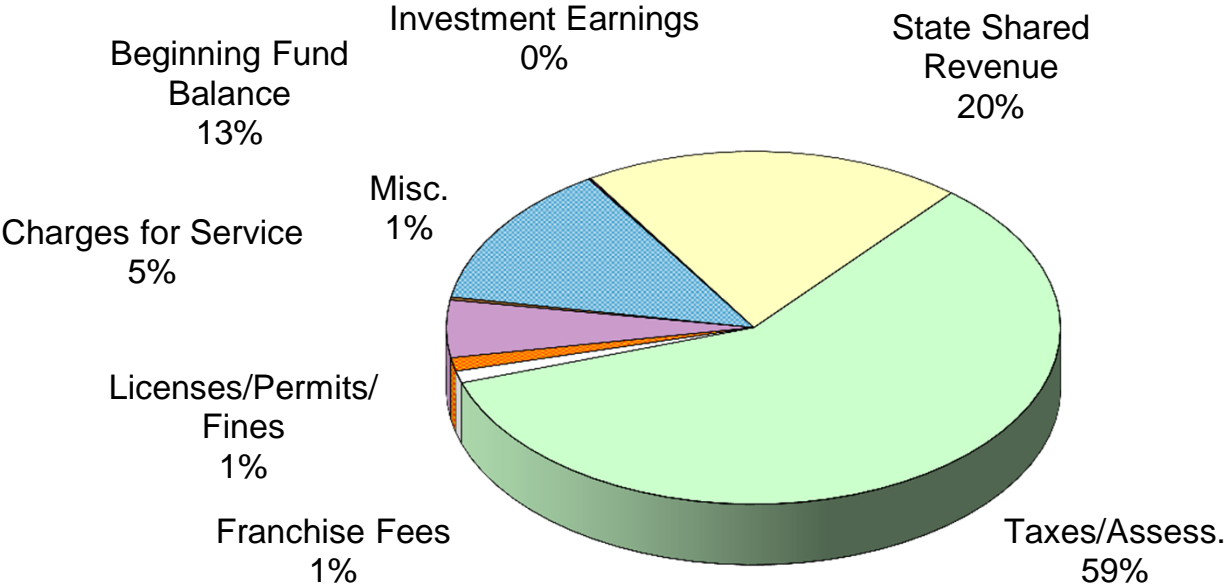
Beginning Bal.    
  Ending Bal.





# General Fund Resources

# General Fund Resources Summary

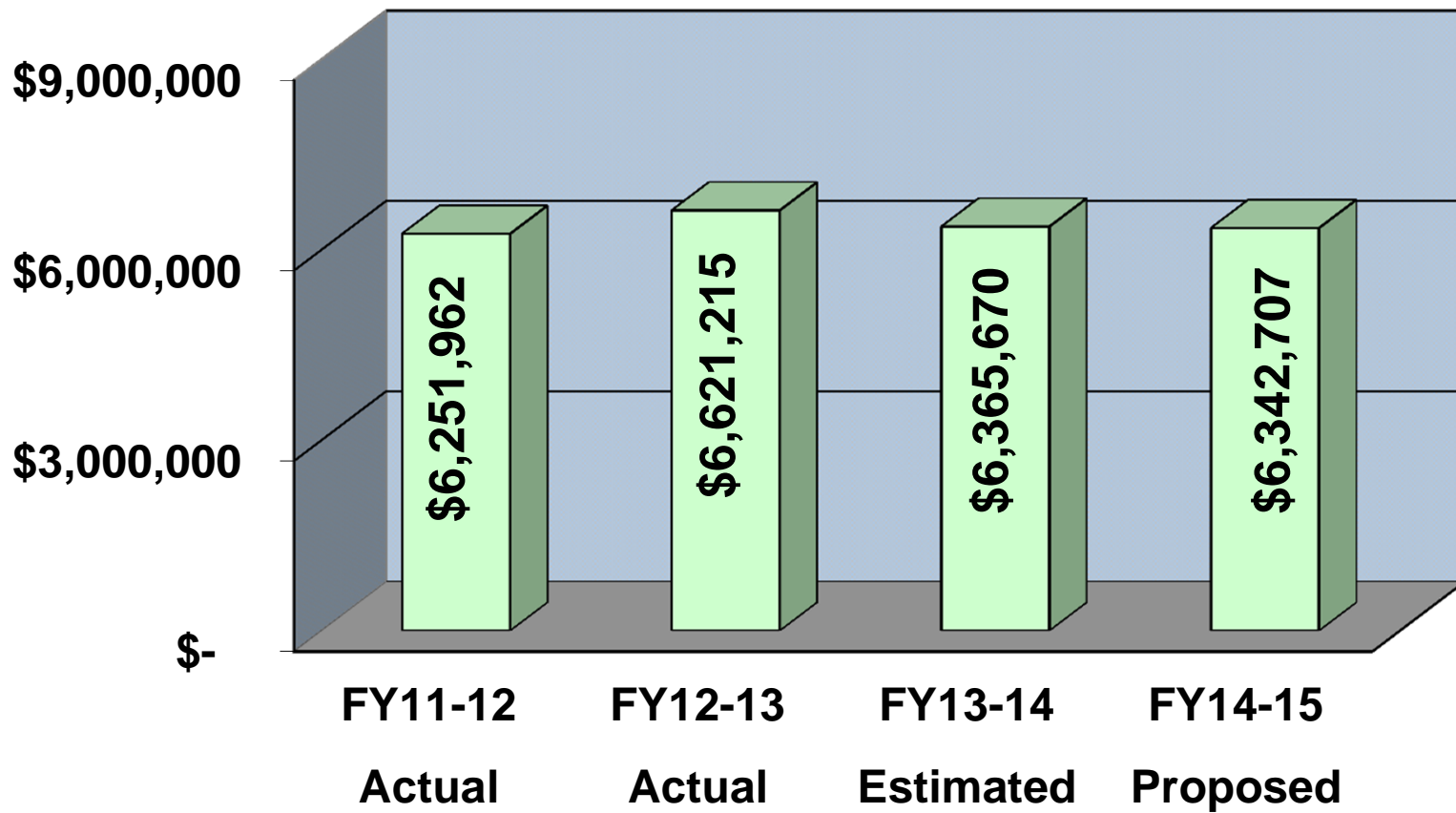


**GENERAL FUND - 01**

**RESOURCE SUMMARY (Beginning Cash Balance + Revenue)**

	<b>ACTUAL 2010-11</b>	<b>ACTUAL 2011-12</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
Beginning Cash Balance	1,231,061	1,194,674	1,230,692	1,046,033	836,698	-32.0%
Taxes/Assessments	3,370,287	3,538,661	3,617,861	3,616,141	3,727,324	3.0%
Franchise Fees	70,076	68,895	68,060	70,000	70,000	2.9%
Licenses/Permits/Fines	60,286	49,693	45,325	46,775	78,400	73.0%
State Shared Revenue	1,192,944	1,245,549	1,232,000	1,225,314	1,272,685	3.3%
Charges for Service	287,940	343,186	270,799	335,307	333,000	23.0%
Miscellaneous Revenue	30,410	172,311	31,031	18,600	17,100	-44.9%
Investment Earnings	8,958	8,246	7,500	7,500	7,500	0.0%
	<u>6,251,962</u>	<u>6,621,215</u>	<u>6,503,268</u>	<u>6,365,670</u>	<u>6,342,707</u>	<u>-2.5%</u>

## General Fund Resources (Beginning Fund Balance + Annual Revenue)





**GENERAL FUND - 01**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING FUND BALANCE</b>	<b>1,231,061</b>	<b>1,194,674</b>	<b>1,230,692</b>	<b>1,046,033</b>	<b>836,698</b>	<b>-32.0%</b>
<b>FUND REVENUE</b>						
3100-1000 General Property Taxes	3,353,160	3,516,051	3,597,141	3,597,141	3,708,324	3.1%
3100-6150 Solid Waste Franchise Fees	70,076	68,895	68,060	70,000	70,000	2.9%
3100-9000 Penalty and Interest	17,127	22,609	20,720	19,000	19,000	-8.3%
3200-1110 Beer License Permit Fees	13,179	12,879	11,000	12,275	12,000	9.1%
3200-1120 Liquor License Permit Fees	6,487	6,767	5,500	7,000	6,400	16.4%
3200-1130 Wine License Permit Fees	12,964	13,844	12,000	12,600	12,500	4.2%
3200-1140 Catering Permit Fees	980	1,340	600	1,300	1,300	116.7%
3200-1150 Special Events Permit Fees	2,675	1,400	2,000	2,100	2,000	0.0%
3200-1300 Light Industrial Permit Fees	75	50	25	0	0	-100.0%
3200-1400 Business License Permit Fees	32,470	32,250	32,000	27,000	32,000	0.0%
3200-1520 Taxi and Limousine Permit Fees	975	2,245	2,200	2,200	2,200	0.0%
3200-2100 Building Permit Fees	123,001	156,890	120,000	150,000	150,000	25.0%
3200-2150 Mechanical Permit Fees	0	0	0	0	0	N/A
3310-5100 State Liquor Apportionment	275,488	281,337	290,000	285,000	285,000	-1.7%
3310-5500 State Sales Tax Allocation	69,787	74,459	71,000	77,000	80,390	13.2%
3310-5600 State Shared Revenue	816,774	865,038	845,000	841,314	885,295	4.8%
3320-8400 County Court Fines	30,895	24,715	26,000	22,000	22,000	-15.4%
3400-1100 Planning Fees	14,586	16,137	17,000	24,000	22,000	29.4%
3400-1110 Building Plan Check Fees	75,867	97,052	76,000	93,000	93,000	22.4%
3400-1120 Planning Plan Check Fees	59,775	67,296	56,000	64,000	64,000	14.3%
3400-1400 Mailing Fees/Publication	2,830	865	299	500	500	67.2%
3400-1500 Reproduction/Fingerprint Fees	887	1,149	1,000	1,000	1,000	0.0%
3400-3000 Animal Transports	725	800	500	500	500	0.0%
3400-4000 Engineering Fees	2,914	2,997	0	2,000	2,000	N/A
3400-4100 Attorney Fees	7,355	0	0	307	0	N/A

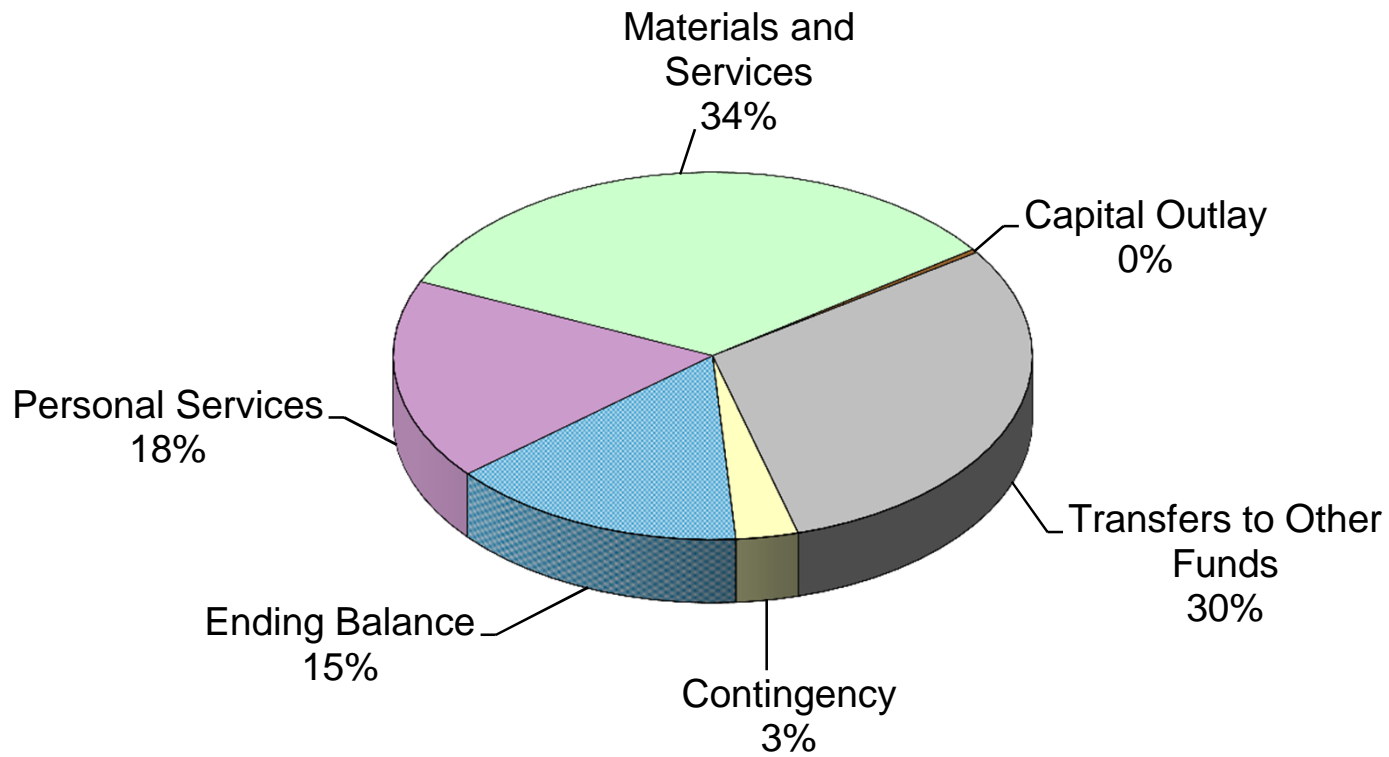
**GENERAL FUND - 01**

**RESOURCES (Beginning Cash Balance + Revenues) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>FUND REVENUE (Continued)</b>						
3500-1100 Parking Fines	22,951	11,169	12,000	9,300	10,000	-16.7%
3700-1000 Interest Earnings	8,958	8,246	7,500	7,500	7,500	0.0%
3700-2000 Rent	11,593	10,461	9,000	10,000	10,000	11.1%
3700-3600 Refunds and Reimbursements	18,697	161,499	11,000	8,500	7,000	-36.4%
3700-4000 Sale of Fixed Assets-GG	0	0	0	0	0	N/A
3700-6500 Donations-Private	0	0	11,000	0	0	-100.0%
3700-7000 Miscellaneous Revenue	120	351	31	100	100	222.6%
<b>TOTAL REVENUE</b>	<b>5,020,901</b>	<b>5,426,541</b>	<b>5,272,576</b>	<b>5,319,637</b>	<b>5,506,009</b>	<b>4.4%</b>
<b>TOTAL RESOURCES (Begin. Cash + Revenues)</b>	<b>6,251,962</b>	<b>6,621,215</b>	<b>6,503,268</b>	<b>6,365,670</b>	<b>6,342,707</b>	<b>-2.5%</b>

# General Fund Requirements

## General Fund Requirements Summary (By Fund Categories)

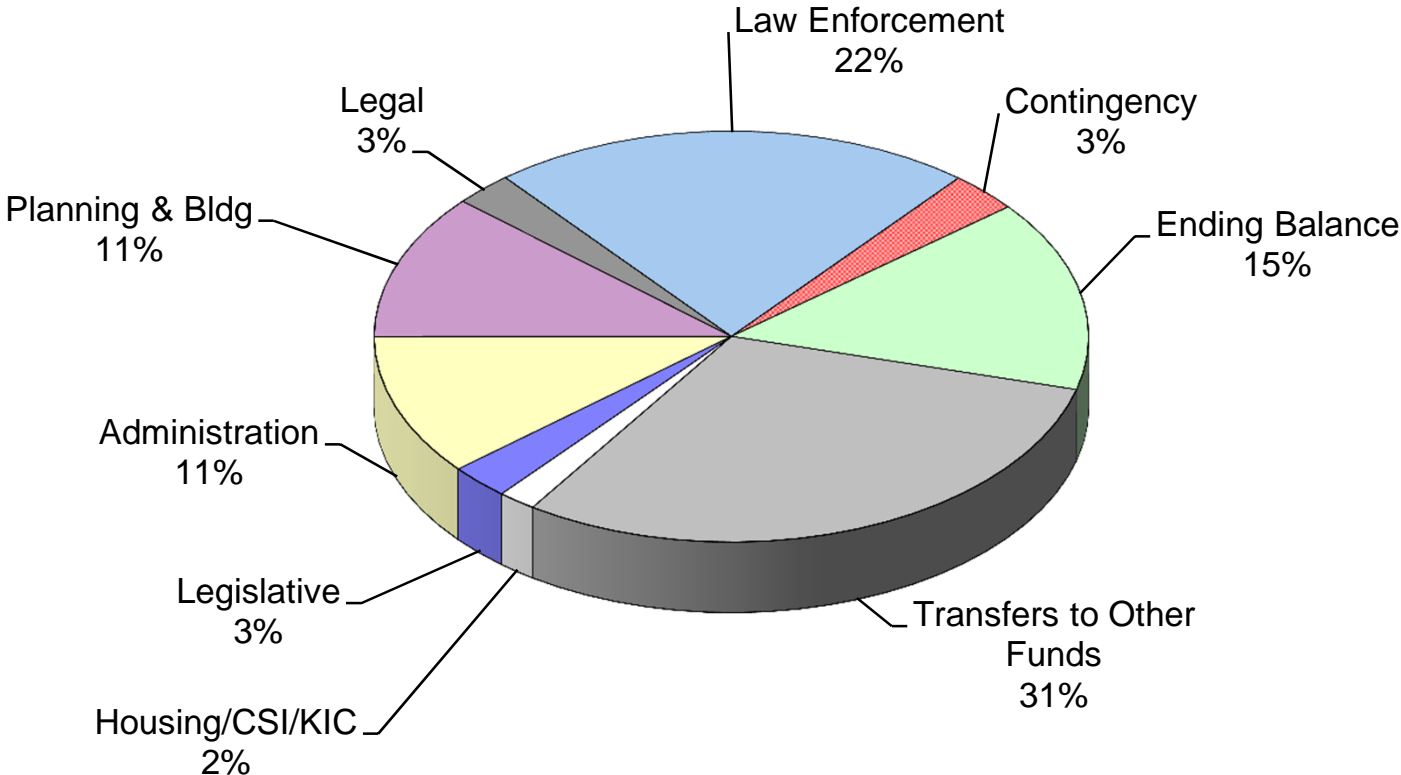


**GENERAL FUND - 01**

**REQUIREMENTS SUMMARY (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>PERSONAL SERVICES</b>						
Legislative and Executive	82,786	105,451	105,849	109,476	151,139	42.8%
Administrative Services	228,632	360,948	406,057	370,687	403,814	-0.6%
Legal Services	0	0	0	0	0	N/A
Planning & Building Services	528,640	521,907	550,009	584,704	557,020	1.3%
Law Enforcement	13,832	11,983	10,655	10,655	12,363	16.0%
Building Code Services	0	0	0	0	0	N/A
<b>TOTAL</b>	<b>853,890</b>	<b>1,000,289</b>	<b>1,072,570</b>	<b>1,075,522</b>	<b>1,124,336</b>	<b>4.8%</b>
<b>MATERIALS AND SERVICES</b>						
Legislative and Executive	12,481	13,022	14,841	36,211	20,694	39.4%
Administrative Services	132,205	139,034	169,094	170,975	285,358	68.8%
Legal Services	144,489	135,345	158,922	133,922	168,240	5.9%
Community & Economic Development	257,804	343,462	284,100	247,822	167,300	-41.1%
Law Enforcement	1,244,365	1,268,289	1,339,445	1,338,945	1,376,174	2.7%
Building Code Services	0	0	0	0	0	N/A
Non-Departmental	35,000	259,975	248,155	137,155	110,000	-55.7%
<b>TOTAL</b>	<b>1,826,344</b>	<b>2,159,127</b>	<b>2,214,557</b>	<b>2,065,030</b>	<b>2,127,766</b>	<b>-3.9%</b>
<b>CAPITAL OUTLAY</b>						
Legislative and Executive	992	728	2,700	2,700	956	-64.6%
Administrative Services	4,945	2,305	2,695	2,750	18,516	587.1%
Legal Services	0	0	0	0	0	N/A
Community & Economic Development	537	3,067	1,000	2,786	1,000	0.0%
Law Enforcement	0	0	0	0	0	N/A
Building Code Services	0	0	0	0	0	N/A
Non-Departmental	0	0	0	0	0	N/A
<b>TOTAL</b>	<b>6,474</b>	<b>6,100</b>	<b>6,395</b>	<b>8,236</b>	<b>20,472</b>	<b>220.1%</b>

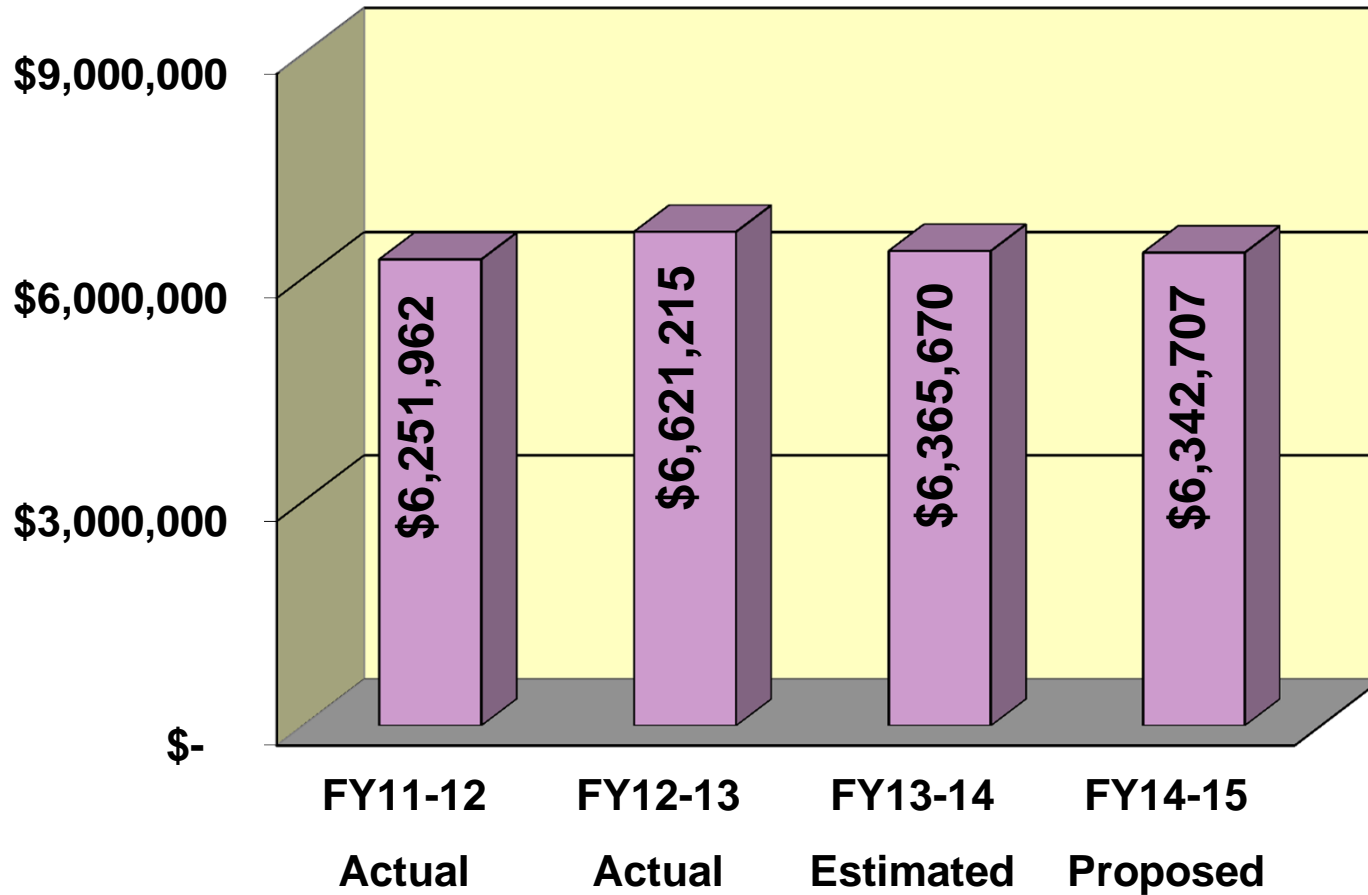
# General Fund Requirements Summary (By Departmental Divisions)



**GENERAL FUND - 01****REQUIREMENTS SUMMARY (Appropriations + Ending Cash Balance) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>TRANSFERS TO OTHER FUNDS</b>						
Non-Departmental	2,235,600	2,235,600	2,081,784	2,140,184	1,915,734	-8.0%
<b>CONTINGENCY</b>						
Non-Departmental	134,980	174,066	209,000	240,000	200,000	-4.3%
<b>TOTAL GENERAL FUND APPROPRIATIONS</b>	<b>5,057,288</b>	<b>5,575,182</b>	<b>5,584,306</b>	<b>5,528,972</b>	<b>5,388,308</b>	<b>-3.5%</b>
<b>ENDING CASH BALANCE (RESERVES)</b>	<b>1,194,674</b>	<b>1,046,033</b>	<b>918,962</b>	<b>836,698</b>	<b>954,399</b>	<b>3.9%</b>
<b>TOTAL GENERAL FUND REQUIREMENTS</b>	<b>6,251,962</b>	<b>6,621,215</b>	<b>6,503,268</b>	<b>6,365,670</b>	<b>6,342,707</b>	<b>-2.5%</b>

## General Fund Requirements (Appropriations/Actuals + Unappropriated)





# **General Fund Legislative & Executive Division**



## **General Fund Legislative & Executive Division**

### **Purpose**

The Legislative and Executive Division provides for the expenses associated with the Mayor, City Council and the City's legislative process.

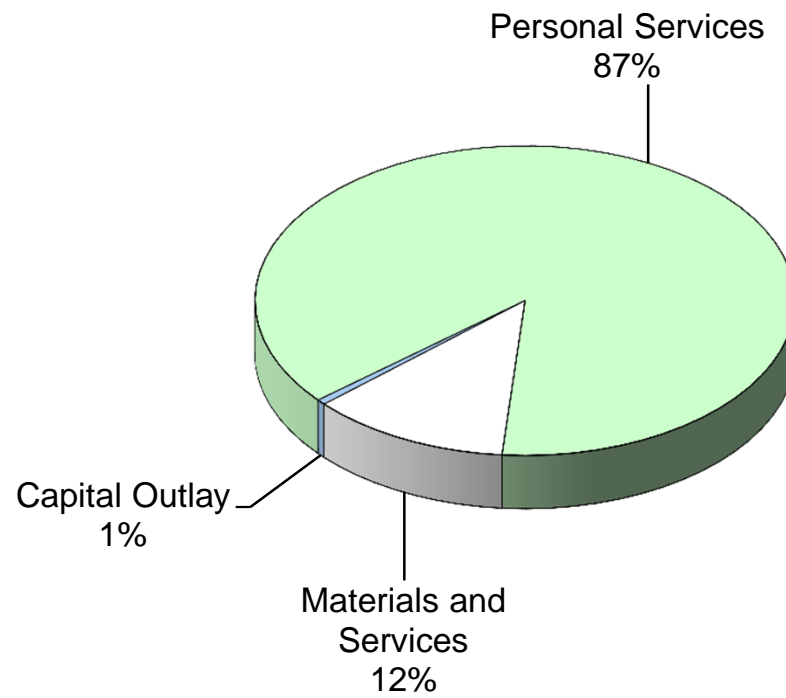
### **FY2014-2015 Objective**

The objective of the Legislative and Executive Division for Fiscal Year 2014-2015 is to provide budgetary authority to support the Mayor, City Council and the City's legislative process.

### **FY2014-2015 Staffing and Expense Allocation**

The Legislative and Executive Division is supported by a cumulative total of 2.25 Elected Official Equivalents. The amounts budgeted in Personal Services reflect this total. Many of the legislative actions taken by the City Council and the executive acts of the Mayor are undertaken on behalf of issues that are outside of the General Fund. As such, 65.6 percent of the materials and services costs associated with the Legislative and Executive function have been allocated to this division, while the balance of such costs have been assigned to other funds. The amount appropriated in the General Fund for legislative and executive actions represents the costs of such processes associated with General Fund services.

## Legislative & Executive Requirements



**GENERAL FUND 01-4110**

**LEGISLATIVE AND EXECUTIVE APPROPRIATIONS**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	51,220	50,786	50,255	53,376	63,630	26.6%
2700	Vacation/Sick Accrual	0	0	0	0	352	N/A
2800	Employer Paid Taxes and Benefits	31,566	54,665	55,594	56,100	87,157	56.8%
	<b>TOTAL</b>	<b>82,786</b>	<b>105,451</b>	<b>105,849</b>	<b>109,476</b>	<b>151,139</b>	<b>42.8%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	871	1,975	2,000	1,500	2,734	36.7%
3200	Operating Supplies	649	1,203	1,400	3,500	2,050	46.4%
4000	Election Expense	433	191	341	200	466	36.7%
4200	Professional Services	6,213	4,418	6,500	25,000	8,884	36.7%
4800	Dues, Subscriptions, Memberships	599	758	800	1,211	1,093	36.6%
4900	Personnel Travel, Training, Meet.	183	0	0	0	0	N/A
4910	Elected Off. Travel, Training, Meet.	2,564	3,945	3,500	3,000	4,784	36.7%
5100	Telephone and Communications	969	533	300	1,800	683	127.7%
	<b>TOTAL</b>	<b>12,481</b>	<b>13,022</b>	<b>14,841</b>	<b>36,211</b>	<b>20,694</b>	<b>39.4%</b>
<b>CAPITAL OUTLAY</b>							
7400	Office Furniture & Equipment	992	728	2,700	2,700	956	-64.6%
	<b>TOTAL</b>	<b>992</b>	<b>728</b>	<b>2,700</b>	<b>2,700</b>	<b>956</b>	<b>-64.6%</b>
<b>TOTAL LEGISLATIVE &amp; EXECUTIVE</b>		<b>96,259</b>	<b>119,202</b>	<b>123,390</b>	<b>148,387</b>	<b>172,789</b>	<b>40.0%</b>



**General Fund  
Administrative Services  
Division**





# **General Fund Administrative Services Division**

## **Purpose**

The Administrative Services Division provides for the general administration of the General Fund and the services it supports.

## **FY2014-2015 Objective**

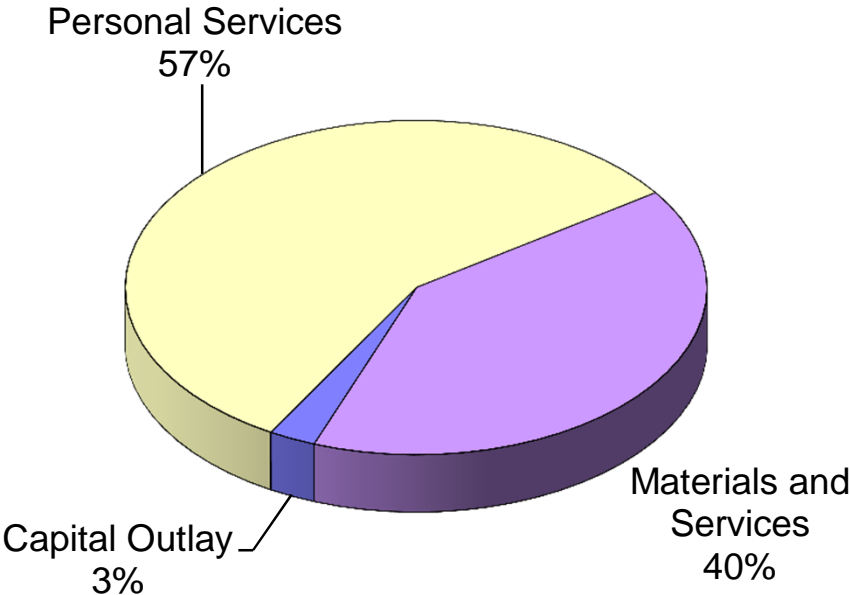
The objective of the Administrative Services Division for Fiscal Year 2014-2015 is to provide budgetary authority to administer the General Fund and the services it supports.

## **FY2014-2015 Staffing and Expense Allocation**

The Administrative Services Division is supported by a cumulative total of 2.95 FTE. The amounts budgeted in Personal Services reflect this total. Many of the services provided by the Administrative Services Department are performed on behalf of issues that are outside of the General Fund. As such, 65.6 percent of the materials and services costs associated with the Administrative Services Department have been allocated to this division, while the balance of such costs have been assigned to other funds. The amount appropriated in this division for administrative services represents the costs associated with the overall administration of the General Fund.

Contained in the FY2014-15 budget are the following: New Phone System for City Hall, Cisco 5510 Router for Fiber, Server Domain Controller, UPS Battery Replacement, Copier, and One Computer. Also, new to the Administrative Services Division for FY2014-15 is a Communications account.

# Administrative Services Requirements



**GENERAL FUND 01-4150**

**ADMINISTRATIVE SERVICES APPROPRIATIONS**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	152,386	233,282	251,993	236,239	256,537	1.8%
1900	Overtime	0	2	0	0	0	N/A
2700	Vacation/Sick Accrual	0	0	9,864	2,400	8,374	-15.1%
2800	Employer Paid Taxes and Benefits	76,246	127,663	144,200	132,048	138,903	-3.7%
	<b>TOTAL</b>	<b>228,632</b>	<b>360,948</b>	<b>406,057</b>	<b>370,687</b>	<b>403,814</b>	<b>-0.6%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	6,130	6,869	6,100	7,000	9,400	54.1%
3310	State Sales Tax-Gen Gov.	24	27	50	50	68	36.0%
3600	Computer Software	471	0	3,844	3,200	0	-100.0%
4000	Election Expense	0	0	0	0	0	N/A
4200	Professional Services	14,829	8,650	16,000	15,000	43,175	169.8%
4400	Advertising & Public Notices	1,554	5,108	6,000	6,000	2,700	-55.0%
4600	Property & Liability Insurance	38,577	44,437	43,500	43,500	61,500	41.4%
4800	Dues, Subscriptions, Memberships	2,639	1,271	1,600	1,600	2,165	35.3%
4900	Travel, Training and Meetings	9,047	11,117	12,000	12,000	16,350	36.3%
4950	Tuition Reimbursement	0	0	0	0	3,970	N/A
5100	Telephone and Communications	17,218	17,238	17,400	17,400	27,355	57.2%
5110	Computer Network	15,598	13,029	16,000	17,000	23,848	49.1%
5150	Communications		28,928	0	35,007	51,627	100.0%
5200	Utilities	13,351	14,761	14,400	16,000	22,700	57.6%
5220	Recycling Program-ERC	1,175	1,200	1,200	1,225	0	-100.0%
5900	Repair and Maintenance-Buildings	11,592	15,327	31,000	31,000	20,500	-33.9%
	<b>TOTAL</b>	<b>132,205</b>	<b>139,034</b>	<b>169,094</b>	<b>170,975</b>	<b>285,358</b>	<b>68.8%</b>
<b>CAPITAL OUTLAY</b>							
7400	Office Furniture & Equipment	4,945	2,305	2,695	2,750	18,516	587.1%
	<b>TOTAL</b>	<b>4,945</b>	<b>2,305</b>	<b>2,695</b>	<b>2,750</b>	<b>18,516</b>	<b>587.1%</b>
<b>TOTAL ADMINISTRATIVE SERVICES</b>		<b>365,782</b>	<b>502,287</b>	<b>577,846</b>	<b>544,412</b>	<b>707,688</b>	<b>22.5%</b>



# **General Fund Legal Services Division**



## **General Fund Legal Services Division**

### **Purpose**

The Legal Services Division provides for the administration of the City's legal services contracts. The law firm of Moore Smith Buxton and Turcke provides legal support to the City organization in civil matters, including legal consultation, preparation and review of legal documents, and representation in civil matters. The Moore Smith contract is open-ended with termination available to either party after a provision of notice. A professional services contract with Attorney Frederick Allington provides for the City's prosecution of misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits.

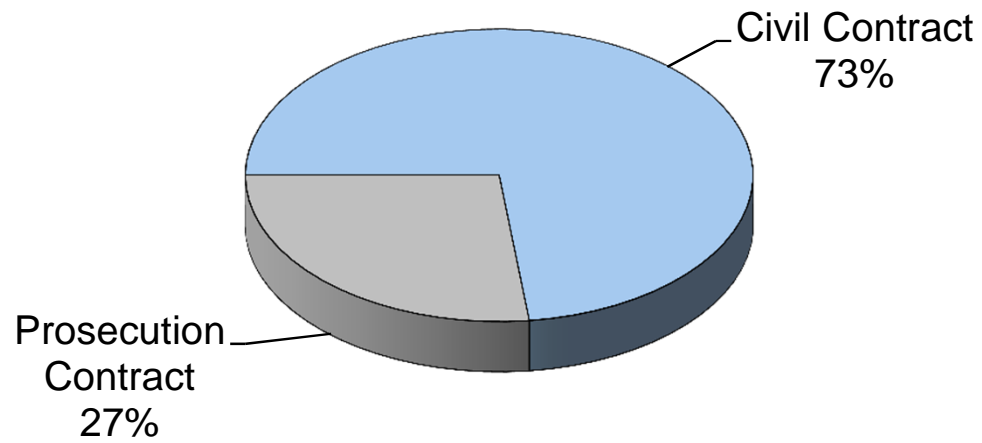
### **FY2014-2015 Objective**

The objective of the Legal Services Division for Fiscal Year 2014-2015 is to provide budget authority for the City's legal services.

### **FY2014-2015 Expense Allocation**

A portion of the work performed under the contract with the Moore Smith law firm is on behalf of matters falling outside of the General Fund. As a result, 65.6 percent of the costs of this contract have been allocated to this division, while the balance has been assigned to other funds. One-hundred percent of the Allington contract is budgeted in this division.

# Legal Services Requirements





**GENERAL FUND 01-4160**

**LEGAL SERVICES APPROPRIATIONS**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	0	0	0	0	0	N/A
1900	Overtime	0	0	0	0	0	N/A
2700	Vacation/Sick Accrual	0	0	0	0	0	N/A
2800	Employer Paid Taxes and Benefits	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	0	2	0	0	0	N/A
4200	Professional Services	100,567	91,422	115,000	90,000	123,000	7.0%
4270	City Prosecutor	43,922	43,922	43,922	43,922	45,240	3.0%
4800	Dues, Subscriptions, Memberships	0	0	0	0	0	N/A
4900	Travel, Training and Meetings	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>144,489</b>	<b>135,345</b>	<b>158,922</b>	<b>133,922</b>	<b>168,240</b>	<b>5.9%</b>
<b>CAPITAL OUTLAY</b>							
7400	Office Furniture & Equipment	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL LEGAL SERVICES</b>		<b>144,489</b>	<b>135,345</b>	<b>158,922</b>	<b>133,922</b>	<b>168,240</b>	<b>5.9%</b>



# **General Fund**

## **Department of Planning and Building**



# **General Fund**

## **Department of Planning and Building**

### **Purpose**

The Department of Planning and Building provides services in the broad area of community development including land use planning and zoning, development code writing, development review and building services, environmental protection, community sustainability, community housing issues and citizen participation. It oversees and is responsible managing the National Flood Insurance Rating System through FEMA. The department serves as staff to both the Planning and Zoning Commission and City Council on matters related to the above. The department also serves to coordinate development review with all departments of the city, outside agencies, and other jurisdictions and organizations.

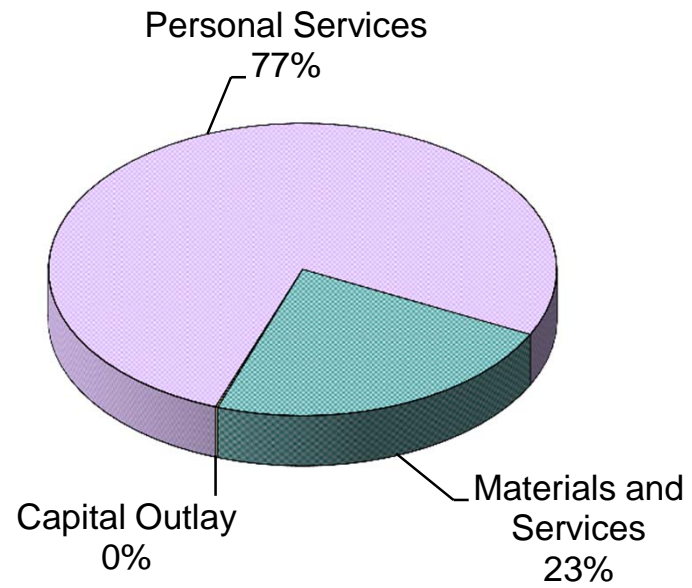
### **FY2014-2015 Objective**

The objective of the Department of Planning and Building for Fiscal Year 2014-2015 is to provide budget authority for a broad range of community development, planning & zoning services, and building services.

### **FY2014-2015 Staffing**

The Department of Planning and Building is supported by a total of 4.7 FTE. The amounts budgeted in Personal Services reflect this total. One (1) additional FTE serves the department as a contracted services employee through the Idaho Department of Building Services. (Budget for this staff position is listed separately under Professional Services.)

## Planning & Building Services Requirements



**GENERAL FUND 01-4170**

**PLANNING AND BUILDING SERVICES APPROPRIATIONS**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	371,234	332,849	346,670	375,631	326,902	-5.7%
1200	Planning and Zoning Commission	16,425	19,350	26,000	21,000	21,000	-19.2%
1600	Part-Time/Seasonal Wages	0	3,745	0	0	0	N/A
1900	Overtime	928	196	0	1,190	4,952	N/A
2700	Vacation/Sick Accrual	0	0	7,214	7,148	5,889	-18.4%
2800	Employer Paid Taxes and Benefits	140,053	165,767	170,125	179,735	198,277	16.5%
	<b>TOTAL</b>	<b>528,640</b>	<b>521,907</b>	<b>550,009</b>	<b>584,704</b>	<b>557,020</b>	<b>1.3%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	11,038	9,820	12,900	9,400	8,000	-38.0%
3160	Office Supplies & Postage - Hotels	4,190	3,444	0	0	0	N/A
3600	Computer Software	80	1,693	1,500	1,500	1,500	0.0%
4200	Professional Services	19,459	29,871	93,200	45,972	33,600	-63.9%
4210	Professional Services - IDBS	76,980	111,202	85,000	90,000	95,000	
4261	Professional Services - WS Ranch	9,667	0	0	0	0	N/A
4264	Professional Services - Bald Lodge	58	7,980	0	0	0	N/A
4265	Professional Services - River Run	0	0	0	0	0	N/A
4266	Professional Services - Econ Dev	31,950	49,114	26,000	26,000	0	-100.0%
4267	Professional Services - Comp Plan	71,194	66,879	0	4,000	0	N/A
4400	Advertising & Public Notices	3,231	5,307	4,500	4,500	0	-100.0%
4500	Graphic Information System	17,547	14,232	15,000	16,000	15,000	0.0%
4800	Dues, Subscriptions, Memberships	2,440	1,796	4,500	2,700	2,700	-40.0%
4900	Travel, Training and Meetings	9,764	10,837	7,500	7,500	7,500	0.0%
4970	Travel, Training and Meetings-P&Z	0	259	3,000	1,500	3,000	0.0%
5100	Telephone & Communications	0	492		250	0	
6510	Events Sponsorships	0	30,000	30,000	30,000	0	-100.0%
6910	Other Purchased Services	206	537	1,000	8,500	1,000	0.0%
	<b>TOTAL</b>	<b>257,804</b>	<b>343,462</b>	<b>284,100</b>	<b>247,822</b>	<b>167,300</b>	<b>-41.1%</b>
<b>CAPITAL OUTLAY</b>							
7400	Office Furniture & Equipment	537	3,067	1,000	2,786	1,000	0.0%
	<b>TOTAL</b>	<b>537</b>	<b>3,067</b>	<b>1,000</b>	<b>2,786</b>	<b>1,000</b>	<b>0.0%</b>
<b>TOTAL PLANNING &amp; BUILDING SERVICES</b>		<b>786,981</b>	<b>868,436</b>	<b>835,109</b>	<b>835,312</b>	<b>725,320</b>	<b>-13.1%</b>





# Law Enforcement Division



## **Law Enforcement Division**

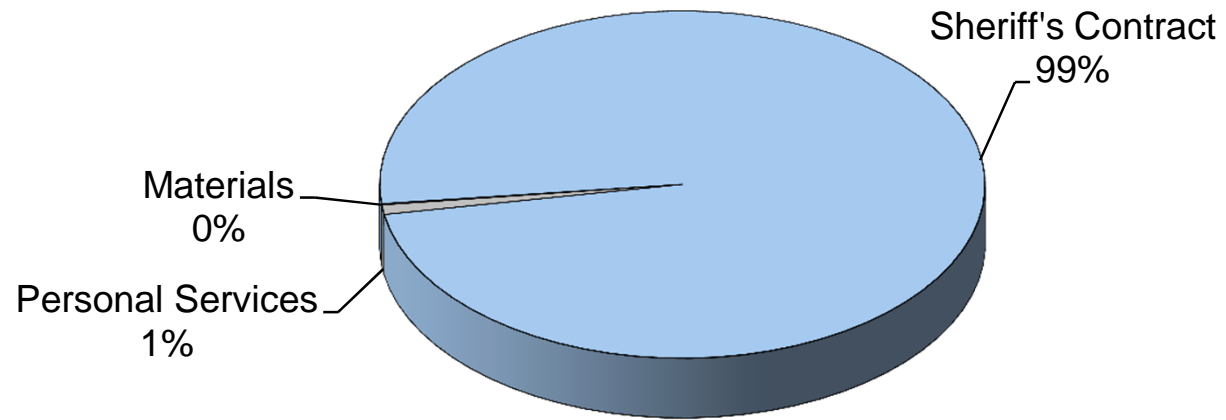
### **Purpose**

The Law Enforcement Division provides the primary financial support for the provision of police services in the City. Police services are provided to the City by the Blaine County Sheriff's Office (BCSO) through a contract for services. The BCSO provides policing services to the Ketchum community through a staff of ten (10) sworn officers (including the Chief of Police), two (2) community service officers, and two (2) administrative support positions. The BCSO Police Services Contract for FY2014-2015 will expire on September 30, 2015.

### **FY2014-2015 Objective**

The objective of the Law Enforcement Division for Fiscal Year 2014-2015 is to provide budget authority to support the BCSO contract and other costs related to the Ketchum Police Department.

# Law Enforcement Requirements



**GENERAL FUND 01-4210**

**LAW ENFORCEMENT APPROPRIATIONS**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	10,710	9,808	8,332	8,332	8,559	2.7%
2700	Vacation/Sick Accrual	0	0	329	329	374	13.7%
2800	Employer Paid Taxes and Benefits	3,122	2,175	1,994	1,994	3,430	72.0%
<b>TOTAL</b>		<b>13,832</b>	<b>11,983</b>	<b>10,655</b>	<b>10,655</b>	<b>12,363</b>	<b>16.0%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	65	739	1,500	500	1,500	0.0%
4200	Professional Services	0	300	0	500	0	N/A
4250	Professional Svcs-BCSO Contract	1,244,300	1,267,250	1,337,945	1,337,945	1,374,674	2.7%
<b>TOTAL</b>		<b>1,244,365</b>	<b>1,268,289</b>	<b>1,339,445</b>	<b>1,338,945</b>	<b>1,376,174</b>	<b>2.7%</b>
<b>CAPITAL OUTLAY</b>							
7500	Automotive Equipment	0	0	0	0	0	N/A
<b>TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL LAW ENFORCEMENT</b>		<b>1,258,197</b>	<b>1,280,272</b>	<b>1,350,100</b>	<b>1,349,600</b>	<b>1,388,537</b>	<b>2.8%</b>



# **General Fund Non-Departmental Division**





# **General Fund Non-Departmental Division**

## **Purpose**

The Non-Departmental Division provides budget authority for specific financial considerations. These considerations include transfer payments to the Street Maintenance, Fire and Rescue, Ambulance Services, and Parks and Recreation Funds and provision of an operating contingency for the General Fund. This division is also used to show the total of all General Fund requirements (appropriations), the projected ending fund balance, and the fund total.

## **FY2014-2015 Objectives**

The objectives of the Non-Departmental Division for Fiscal Year 2014-2015 is to provide budget authority for budget transfers to support the Street Maintenance Fund, Fire and Rescue, Ambulance Services, and Parks and Recreation Funds and provision of a General Fund contingency and to plan the ending fund balance.

**GENERAL FUND 01-4193/4197/4198**

**NON-DEPARTMENTAL APPROPRIATIONS & ENDING CASH BALANCE**

		<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>							
4210	Professional Services - Housing Auth.	0	0	63,000	63,000	58,000	-7.9%
4220	Professional Services - BLM/River Pk	35,000	115,007	71,155	71,155	0	-100.0%
4266	Prof.Serv-SV Econ Dev(Sustain Blaine)	8,000	10,000	10,000	10,000	10,000	0.0%
6500	Blaine County Bike and Ped Plan	0	0	3,000	3,000	0	-100.0%
7800	Splash Park Appropriation	0	144,968	0	0	0	N/A
7840	College of S Idaho Campus Project	0	0	100,000	0	0	-100.0%
7850	KCDC Proj(KIC K.Innovation Center)	0	0	28,000	28,000	42,000	50.0%
7860	Zamboni Project	0	0	11,000	0	0	N/A
	<b>TOTAL</b>	35,000	259,975	248,155	137,155	110,000	-55.7%
<b>TRANSFERS TO OTHER FUNDS</b>							
8802	Transfer to Wagon Days Fund	0	0	0	0	0	N/A
8804	Transfer to Streets Fund	923,484	923,484	823,488	823,488	639,217	-22.4%
8810	Transfer to Fire and Rescue Fund	471,708	471,708	413,364	413,364	339,451	-17.9%
8814	Transfer to Ambulance Fund	44,664	44,664	34,188	34,188	76,292	123.2%
8818	Transfer to Parks & Rec Fund	795,744	795,744	810,744	869,144	860,774	6.2%
	<b>TOTAL</b>	2,235,600	2,235,600	2,081,784	2,140,184	1,915,734	-8.0%
<b>CONTINGENCY</b>							
9930	Operating Contingency	134,980	174,066	209,000	240,000	200,000	-4.3%
	<b>TOTAL</b>	134,980	174,066	209,000	240,000	200,000	-4.3%
<b>TOTAL NON-DEPARTMENTAL</b>		<b>2,405,580</b>	<b>2,669,641</b>	<b>2,538,939</b>	<b>2,517,339</b>	<b>2,225,734</b>	<b>-12.3%</b>
<b>TOTAL GENERAL FUND APPROPRIATIONS</b>		<b>5,057,288</b>	<b>5,575,182</b>	<b>5,584,306</b>	<b>5,528,972</b>	<b>5,388,308</b>	<b>-3.5%</b>
<b>ENDING CASH BALANCE (RESERVES)</b>		<b>1,194,674</b>	<b>1,046,033</b>	<b>918,962</b>	<b>836,698</b>	<b>954,399</b>	<b>3.9%</b>
<b>TOTAL GENERAL FUND REQUIREMENTS</b>		<b>6,251,962</b>	<b>6,621,215</b>	<b>6,503,268</b>	<b>6,365,670</b>	<b>6,342,707</b>	<b>-2.5%</b>

# **Wagon Days Fund**



# **Wagon Days Fund**

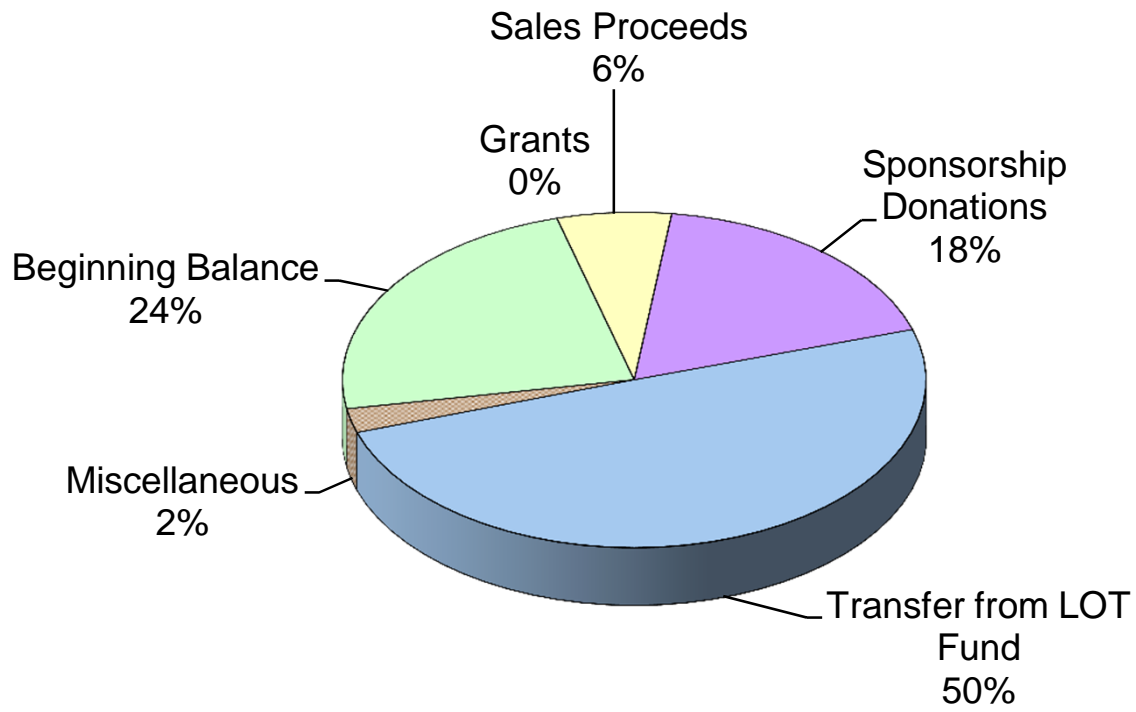
## **Purpose**

The Wagon Days Fund provides budget authority to support the annual Wagon Days Celebration, which takes place during the Labor Day weekend. Items funded in the Wagon Days Fund include the general costs of the celebration, professional service contracts, and the repair and maintenance of the City's fleet of historical Ore Wagons.

## **FY2014-2015 Objectives**

The objective of the Wagon Days Fund FY2014-2015 is to facilitate the financial needs of the Wagon Days Celebration, which is scheduled to take place September 3 - 6, 2015, and to provide maintenance for the Ore Wagons. The contribution from the LOT Fund has been reduced from \$85,000 in FY13-14 to \$55,000 in FY14-15, allowing \$20,000 to be appropriated from the one-time Wagon Days Fund Balance. It should be noted that in FY15-16 the LOT contribution to the Wagon Days Fund is anticipated to be \$75,000.

# Wagon Days Fund Resources

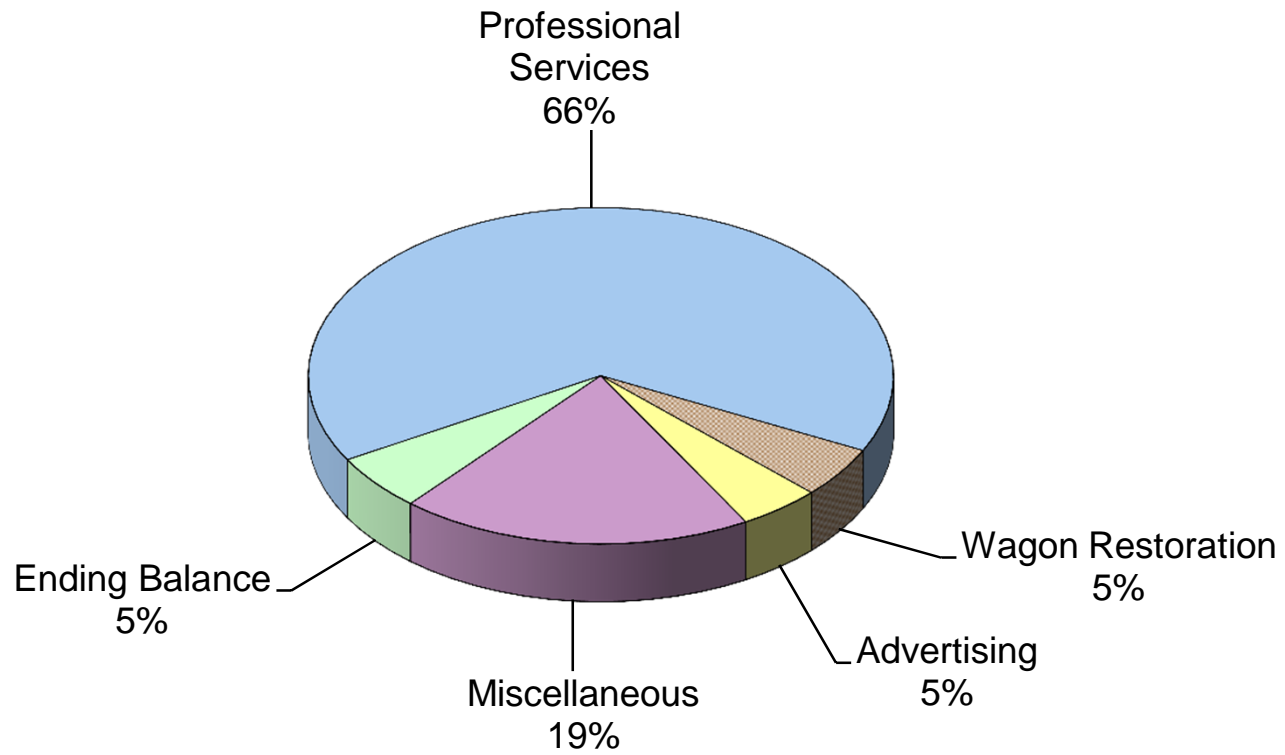


**WAGON DAYS FUND - 02**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>7,855</b>	<b>10,152</b>	<b>13,152</b>	<b>24,940</b>	<b>25,980</b>	<b>97.5%</b>
<b>FUND REVENUE</b>						
3300-4100 State Grants	0	0	0	0	0	N/A
3400-1100 Wagon Days Fees	1,290	1,485	1,500	1,500	2,500	66.7%
3400-6700 Sales Proceeds	7,950	7,371	6,000	7,000	7,000	16.7%
3700-1000 Interest Earnings	44	61	0	40	61	N/A
3700-6200 Wagon Restoration Donations	0	0	0	0	0	N/A
3700-6500 Event Sponsorship Donations	17,384	20,350	10,000	17,000	20,000	100.0%
3700-7000 Miscellaneous Revenue	0	0	0	0	0	N/A
3700-8701 Transfer from General Fund	0	0	0	0	0	N/A
3700-8722 Transfer from Local Op. Tax Fund	85,000	95,000	85,000	85,000	55,000	-35.3%
<b>TOTAL REVENUE</b>	<b>111,668</b>	<b>124,267</b>	<b>102,500</b>	<b>110,540</b>	<b>84,561</b>	<b>-17.5%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>119,523</b>	<b>134,419</b>	<b>115,652</b>	<b>135,480</b>	<b>110,541</b>	<b>-4.4%</b>

# Wagon Days Fund Requirements





**WAGON DAYS FUND 02-4530**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>						
2900 Award Expense	5,303	5,362	5,200	5,400	5,500	5.8%
3100 Office Supplies and Postage	295	59	600	900	125	-79.2%
3200 Operating Supplies	3,009	4,983	3,200	4,500	6,036	88.6%
3250 Souvenir Supplies	4,437	9,422	8,100	8,100	5,150	-36.4%
3310 State Sales Tax Expense	413	254	800	400	250	-68.8%
4200 Professional Services	80,774	77,711	78,000	78,300	72,600	-6.9%
4400 Advertising & Public Notices	7,840	5,887	2,200	6,000	5,000	127.3%
5210 Solid Waste Collection	0	0	4,500	0	4,500	0.0%
6100 Repair & Maintenance-Ore Wagons	5,400	5,400	5,400	5,400	5,400	0.0%
6900 Miscellaneous Expense	1,900	400	1,500	500	0	-100.0%
<b>TOTAL WAGON DAYS APPROPRIATIONS</b>	<b>109,371</b>	<b>109,478</b>	<b>109,500</b>	<b>109,500</b>	<b>104,561</b>	<b>-4.5%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>10,152</b>	<b>24,940</b>	<b>6,152</b>	<b>25,980</b>	<b>5,980</b>	<b>-2.8%</b>
<b>TOTAL WAGON DAYS REQUIREMENTS</b>	<b>119,523</b>	<b>134,419</b>	<b>115,652</b>	<b>135,480</b>	<b>110,541</b>	<b>-4.4%</b>



# **Street Maintenance Fund**



# **Street Maintenance Fund**

## **Purpose**

The Street Maintenance Fund provides budget authority to support the operation, maintenance and improvement of streets under the jurisdiction of the City of Ketchum.

## **FY2014-2015 Objectives**

The objective of the Street Maintenance Fund for FY2014-2015 is to provide street maintenance and improvements for the driving, walking and bicycling public. Typical maintenance activities include street sweeping, chip sealing, crack sealing, asphalt repairs and preventative maintenance, snow removal, and upkeep of traffic signs and markings.

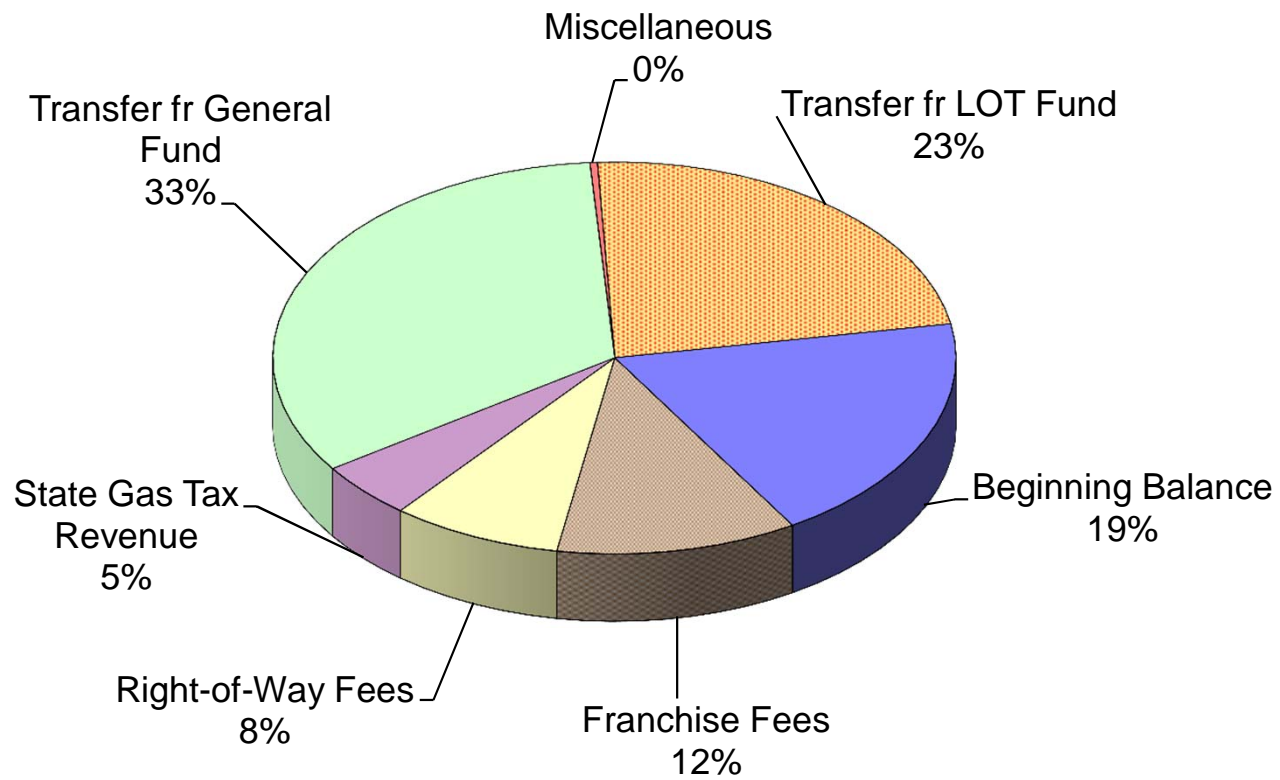
The Remaining Service Life of our roads is about 9 years; our goal is 12 years RSL. This budget increases our Chip Sealing by 30% to help increase the Service Life of our streets.

This budget funds about \$30,000 for sidewalk trip hazard repairs. The trip hazard repairs in the concrete sections are estimated to cost about \$50,000 so this budget will be a good start. We still need to work on a plan for long term sidewalk maintenance. It should be noted that in order to provide the same service level as provided in FY2013-14, \$31,488 is being appropriated from the one-time Street Fund Balance.

## **FY2014-2015 Staffing**

The Street Maintenance Fund is supported by a cumulative total of 0.75 Elected Official Equivalent (EOE) and 6.90 FTE. The amounts budgeted in Personal Services reflect this total.

# Street Maintenance Fund Resources

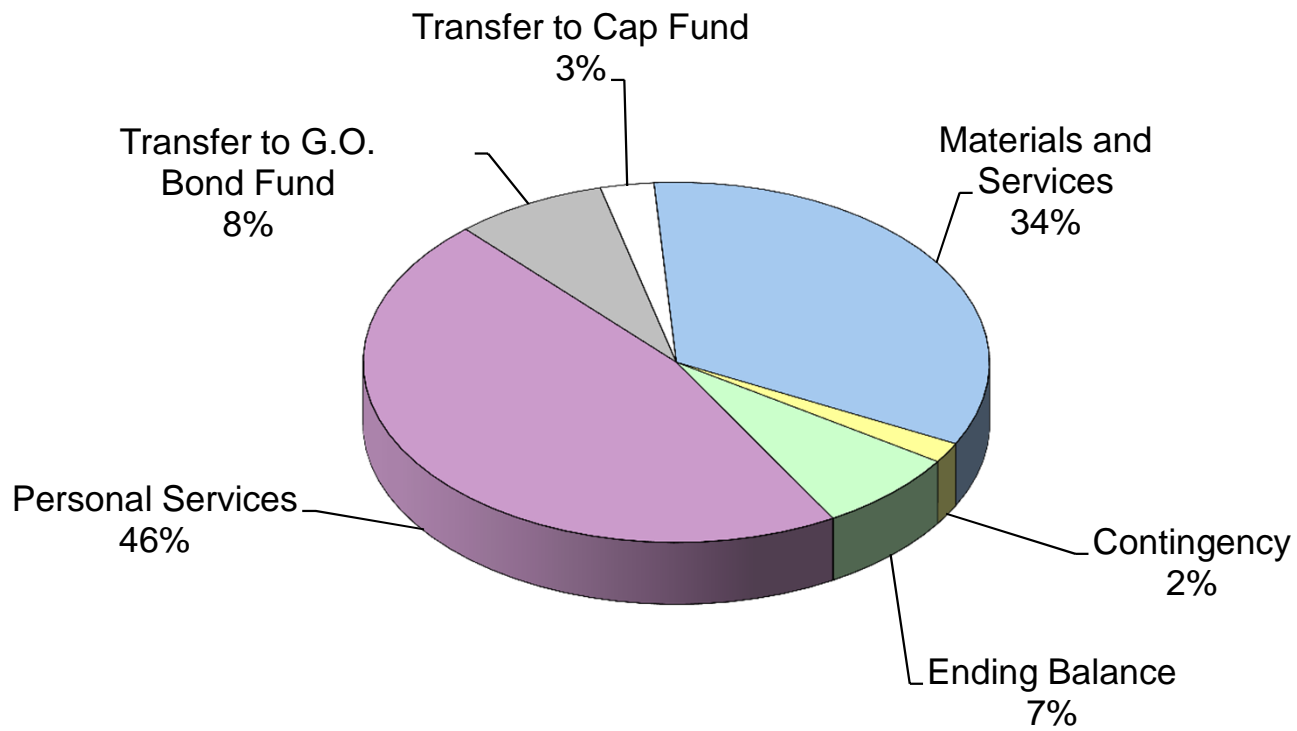


**STREET MAINTENANCE FUND - 04**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>363,077</b>	<b>365,083</b>	<b>259,080</b>	<b>360,946</b>	<b>364,890</b>	<b>40.8%</b>
<b>FUND REVENUE</b>						
3100-6110 Natural Gas Franchise Fees	99,387	96,099	103,000	99,400	99,400	-3.5%
3100-6120 Cable Franchise Fees	114,353	114,811	133,175	119,200	119,200	-10.5%
3100-6130 Water Utility ROW Fee (5%)	73,150	73,000	76,300	74,700	81,500	6.8%
3100-6140 Wastewater Utility ROW Fee (5%)	64,500	64,250	69,250	66,800	72,700	5.0%
3200-2140 Right-of-Way Fees	170	50	50	410	410	720.0%
3200-2160 Street Excavation Permit Fees	1,050	600	100	800	800	700.0%
3310-5200 State Gasoline Tax Allocation	101,048	88,787	89,400	87,635	89,169	-0.3%
3700-1000 Interest Earnings	828	753	650	700	700	7.7%
3700-4100 Sale of Fixed Assets - Streets	0	0	0	0	0	N/A
3700-7000 Miscellaneous Revenue	5,274	4,801	2,900	4,800	4,800	65.5%
3700-8701 Transfer from General Fund	923,484	923,484	823,488	823,488	639,217	-22.4%
3700-8722 Transfer from Local Op. Tax Fund	188,032	188,032	288,032	288,032	440,815	53.0%
<b>TOTAL REVENUE</b>	<b>1,571,276</b>	<b>1,554,668</b>	<b>1,586,345</b>	<b>1,565,965</b>	<b>1,548,711</b>	<b>-2.4%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>1,934,353</b>	<b>1,919,751</b>	<b>1,845,425</b>	<b>1,926,911</b>	<b>1,913,601</b>	<b>3.7%</b>

# Street Maintenance Fund Requirements





**STREET MAINTENANCE FUND 04-4310**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	389,149	389,695	403,948	411,474	431,548	6.8%
1500	Part-Time Wages	58,338	83,151	88,483	67,483	88,483	0.0%
1800	Differential Wages	8,114	8,252	10,854	15,500	8,311	-23.4%
1900	Overtime	24,891	15,280	24,500	24,500	24,500	0.0%
2700	Vacation/Sick Accrual	1,677	0	11,114	379	12,268	10.4%
2800	Employer Paid Taxes and Benefits	217,085	285,211	278,642	287,385	326,154	17.1%
	<b>TOTAL</b>	<b>699,254</b>	<b>781,589</b>	<b>817,541</b>	<b>806,721</b>	<b>891,264</b>	<b>9.0%</b>
<b>MATERIALS AND SERVICES</b>							
3200	Operating Supplies	13,215	14,660	14,000	14,000	14,000	0.0%
3400	Minor Equipment	4,098	3,604	3,000	4,000	4,000	33.3%
3500	Motor Fuels and Lubricants	86,404	67,483	75,000	54,000	75,000	0.0%
4200	Professional Services	87,751	68,742	155,000	75,000	155,000	0.0%
4900	Travel, Training and Meetings	2,032	2,923	3,000	3,000	3,000	0.0%
5000	Administrative Expense	0	0	0	0	0	N/A
5100	Telephone and Communications	2,246	2,394	2,300	2,300	2,300	0.0%
5200	Utilities	16,033	13,001	16,000	16,000	16,000	0.0%
6000	Repair & Maintenance-Automotive	6,913	9,863	7,000	7,000	7,000	0.0%
6100	Repair & Maintenance-Equipment	81,595	75,789	80,000	80,000	80,000	0.0%
6910	Other Purchased Services	11,066	10,881	10,000	10,000	10,000	0.0%
6920	Signs and Signalization	16,567	15,484	16,000	16,000	16,000	0.0%
6930	Street Lighting	13,827	25,461	21,000	23,000	23,000	9.5%
6950	Maintenance and Improvements	247,381	247,420	200,100	248,000	238,000	18.9%
	<b>TOTAL</b>	<b>589,128</b>	<b>557,705</b>	<b>602,400</b>	<b>552,300</b>	<b>643,300</b>	<b>6.8%</b>
<b>CAPITAL OUTLAY</b>							
7190	Sidewalk & Street Improvements	0	0	0	0	0	N/A
7400	Office Furniture & Equipment	888	0	0	0	0	N/A
7600	Machinery and Equipment	0	0	0	0	0	N/A
7702	Transfer to Internal Service Fund	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>888</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>

**STREET MAINTENANCE FUND 04-4310**

**REQUIREMENTS (Appropriations + Ending Cash Balance) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>TRANSFERS</b>						
8805 Transfer to Street Capital Imp Fund	130,000	70,000	53,000	53,000	53,000	0.0%
8840 Transfer to G.O. Bond Fund	150,000	149,512	150,000	150,000	150,145	0.1%
<b>TOTAL</b>	<b>280,000</b>	<b>219,512</b>	<b>203,000</b>	<b>203,000</b>	<b>203,145</b>	<b>0.1%</b>
<b>OPERATING CONTINGENCY 9930</b>	<b>0</b>	<b>0</b>	<b>35,000</b>	<b>0</b>	<b>35,000</b>	<b>0.0%</b>
<b>TOTAL STREET MAINT. APPROPRIATIONS</b>	<b>1,569,270</b>	<b>1,558,805</b>	<b>1,657,941</b>	<b>1,562,021</b>	<b>1,772,709</b>	<b>6.9%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>365,083</b>	<b>360,946</b>	<b>187,484</b>	<b>364,890</b>	<b>140,892</b>	<b>-24.9%</b>
<b>TOTAL STREET MAINT. REQUIREMENTS</b>	<b>1,934,353</b>	<b>1,919,751</b>	<b>1,845,425</b>	<b>1,926,911</b>	<b>1,913,601</b>	<b>3.7%</b>

# **Street Capital Improvement Fund**



# **Street Capital Improvement Fund**

## **Purpose**

The Street Capital Improvement Fund was established to provide segregated accounting for capital funds, including development impact fees, and for the administration of capital projects, including those identified through the City's Capital Improvement Plan (C.I.P.).

## **FY2014-2015 Objectives**

The objective of the Street Capital Improvement Fund for FY2014-2015 is to provide budget authority for street improvement projects.

This budget funds about \$25,000 for trip hazard repairs in the paver sections of our sidewalks. The trip hazard repairs (paver sections) are estimated to cost \$45,000 so this budget will also be a good start. We still need to work on a long term maintenance plan for paver sidewalks and possibly start using more cost effective alternatives like stamped concrete.

The Ending Balance (Reserves) are set aside for our future equipment purchases, which are detailed in our CIP plan.

**STREET CAPITAL  
IMPROVEMENT FUND - 05**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>47,255</b>	<b>25,813</b>	<b>86,025</b>	<b>61,125</b>	<b>136.8%</b>
<b>FUND REVENUE</b>						
3400-7200 Street Impact Fees	26,951	30,555	0	0	0	N/A
3700-7000 Miscellaneous Revenue	4	83	0	100	100	N/A
3700-8704 Transfer from Street Fund	130,000	70,000	53,000	53,000	53,000	0.0%
3700-8722 Transfer from LOT Fund	0	0	0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>156,955</b>	<b>100,638</b>	<b>53,000</b>	<b>53,100</b>	<b>53,100</b>	<b>0.2%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>156,955</b>	<b>147,893</b>	<b>78,813</b>	<b>139,125</b>	<b>114,225</b>	<b>44.9%</b>

**STREET CAPITAL  
IMPROVEMENT FUND - 05-4310**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
7190 Street Improvements	109,700	61,868	25,813	25,000	25,000	-3.1%
7600 Street Equipment	0	0	53,000	53,000	0	N/A
6900 Miscellaneous Expense	0	0	0	0	0	N/A
<b>TOTAL APPROPRIATIONS</b>	<b>109,700</b>	<b>61,868</b>	<b>78,813</b>	<b>78,000</b>	<b>25,000</b>	<b>-68.3%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>47,255</b>	<b>86,025</b>	<b>0</b>	<b>61,125</b>	<b>89,225</b>	<b>N/A</b>
<b>TOTAL REQUIREMENTS</b>	<b>156,955</b>	<b>147,893</b>	<b>78,813</b>	<b>139,125</b>	<b>114,225</b>	<b>44.9%</b>





# **Law Enforcement Capital Improvement Fund**



# **Law Enforcement Capital Improvement Fund**

## **Purpose**

The Law Enforcement Capital Improvement Fund was established to provide a segregated accounting for capital funds, including development impact fees, and for the administration of capital projects, including those identified through the City's Capital Improvement Plan (C.I.P.).

## **FY2014-2015 Objectives**

The objective of the Law Enforcement Capital Improvement Fund for FY2014-2015 is to receive development impact fees and provide budget authority for capital projects.

**LAW ENFORCEMENT CAPITAL  
IMPROVEMENT FUND - 08**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>624</b>	<b>0</b>	<b>1,331</b>	<b>1,532</b>	<b>N/A</b>
<b>FUND REVENUE</b>						
3400-7230 Law Enforcement Impact Fees	624	706	0	200	0	N/A
3700-7000 Miscellaneous Revenue	0	1	0	1	0	N/A
3700-8701 Transfer from General Fund	0	0	0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>624</b>	<b>707</b>	<b>0</b>	<b>201</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>624</b>	<b>1,331</b>	<b>0</b>	<b>1,532</b>	<b>1,532</b>	<b>N/A</b>

**LAW ENFORCEMENT CAPITAL  
IMPROVEMENT FUND - 08**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
6900 Miscellaneous Expense	0	0	0	0	0	N/A
<b>TOTAL APPROPRIATIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>624</b>	<b>1,331</b>	<b>0</b>	<b>1,532</b>	<b>1,532</b>	<b>N/A</b>
<b>TOTAL REQUIREMENTS</b>	<b>624</b>	<b>1,331</b>	<b>0</b>	<b>1,532</b>	<b>1,532</b>	<b>N/A</b>



# **Fire and Rescue Fund**





# **Fire and Rescue Fund**

## **Purpose**

The purpose of the Fire and Rescue Fund is to provide budget authority for the delivery of fire suppression, prevention, and rescue services to the City of Ketchum, representing an area of approximately 3.4 square miles. Fire and Rescue Fund services are also provided to the Ketchum Rural Fire District, representing 47 square miles, through a contract for service.

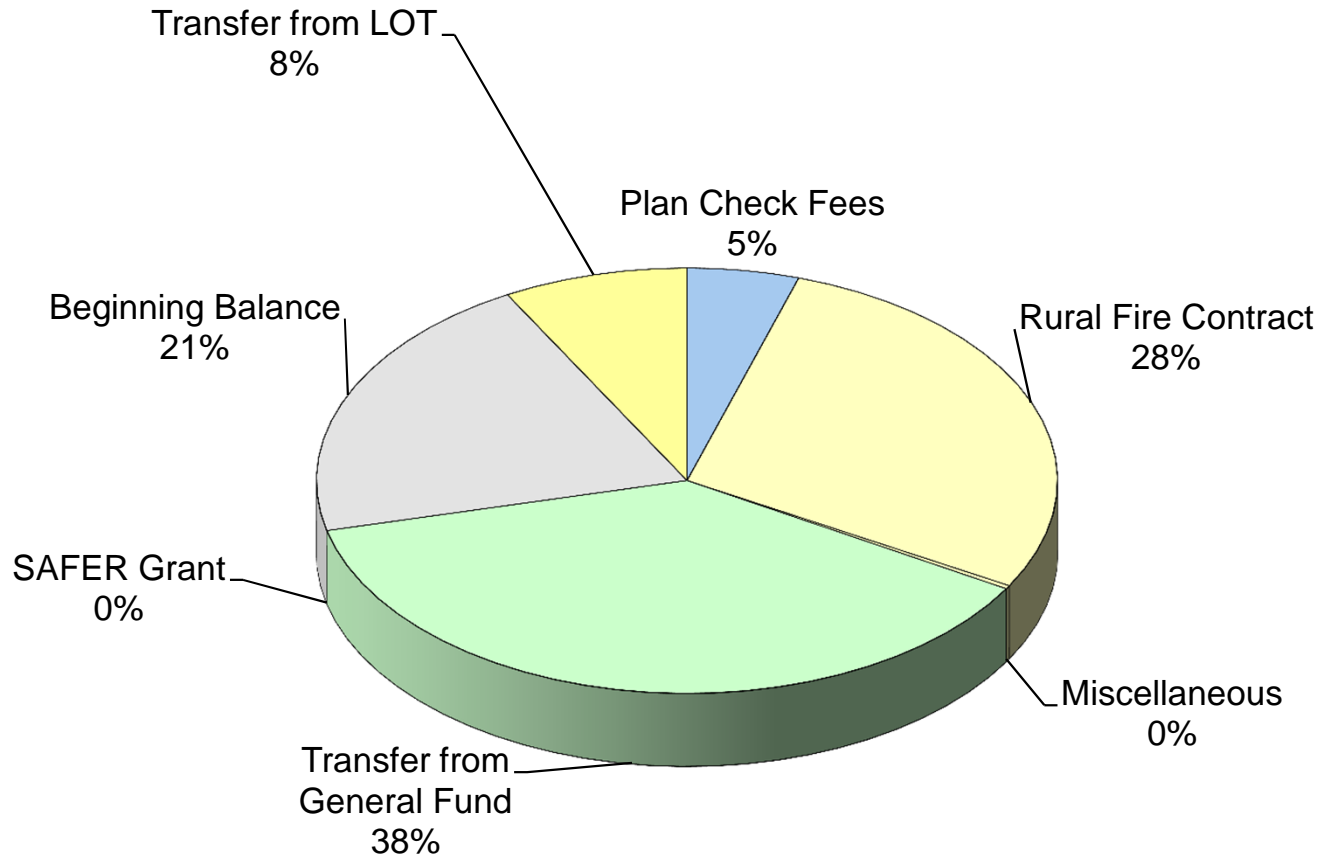
## **FY2014-2015 Objectives**

The objectives of the Fire and Rescue Fund for FY2014-2015 is to provide fire suppression services, fire and rescue services, hazardous materials incident response, fire code enforcement, and community education in its response area. The award of a FEMA SAFER staffing grant in 2012 provided funding for three FTEs until the end of FY2013-14. These three positions will be funded thru a split between the Fire and Rescue Fund and the Ambulance Fund on a 38/62 basis, respectively, and have been budgeted in the personal services divisions of these funds.

## **FY2014-2015 Staffing**

The Fire and Rescue Fund is supported by a cumulative total of 5.16 FTE. The amounts budgeted in Personal Services reflect this total. The accumulative staffing for the Ketchum Fire Department totals 13.4 FTE, with 5.16 FTE budgeted in the Fire and Rescue Fund. The Department also employs 39 paid-on-call emergency services personnel, with 19 budgeted in the Fire and Rescue Fund and 20 covered by the Ambulance Services Fund.

# Fire and Rescue Fund Resources

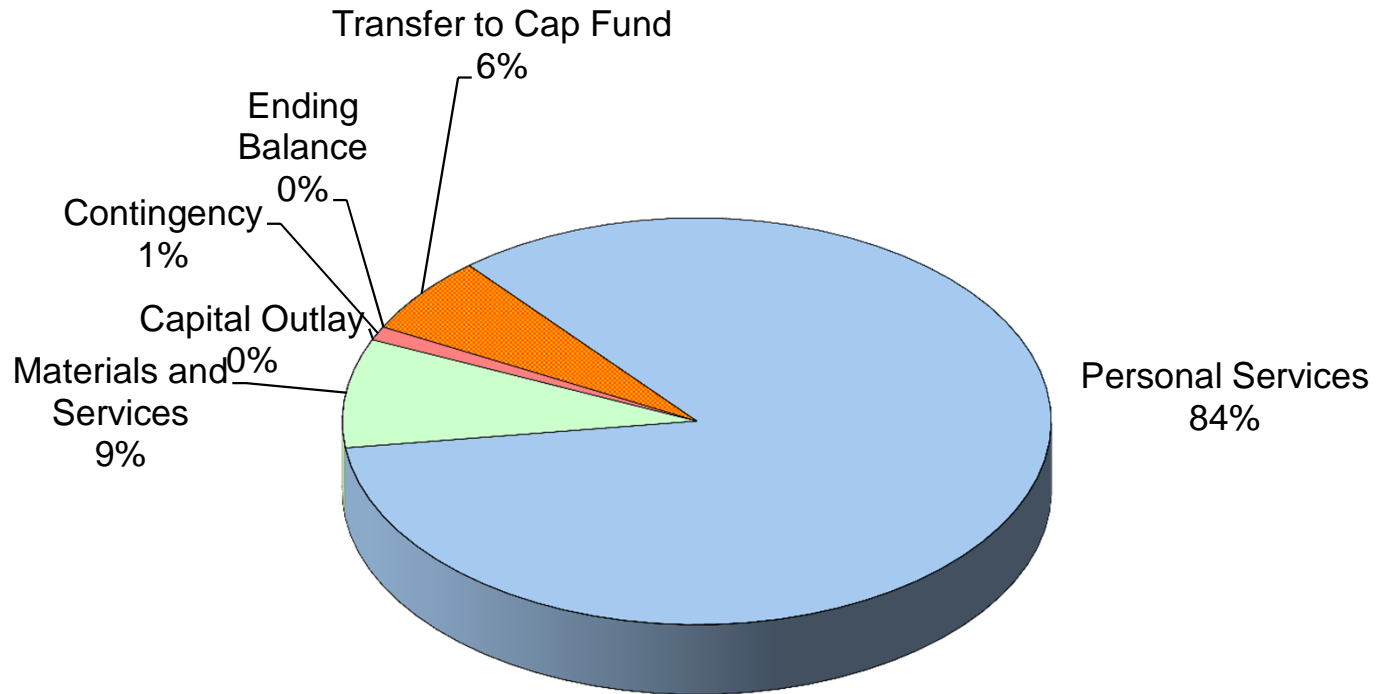


**FIRE AND RESCUE FUND - 10**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>94,409</b>	<b>119,052</b>	<b>141,059</b>	<b>144,803</b>	<b>186,563</b>	<b>32.3%</b>
<b>FUND REVENUE</b>						
3400-1130 Fire Plan Check Fees	44,722	67,331	43,900	45,000	43,900	0.0%
3400-2200 Rural Fire Protection Fees	233,565	240,541	247,757	247,757	255,190	3.0%
3400-2250 Special Fire Fees	5,625	220	75	75	75	0.0%
3700-1000 Interest Earnings	194	217	200	200	200	0.0%
3300-1120 FEMA SAFER Personnel Grant	0	41,937	101,712	86,968	0	-100.0%
3700-7000 Miscellaneous Revenue	3,998	9,756	2,085	56,563	2,085	0.0%
3700-8701 Transfer from General Fund	471,708	471,708	413,364	413,364	339,451	-17.9%
3700-8722 Transfer from LOT Fund	0	0	10,000	10,000	72,544	625.4%
<b>TOTAL REVENUE</b>	<b>759,812</b>	<b>831,709</b>	<b>819,093</b>	<b>859,927</b>	<b>713,445</b>	<b>-12.9%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>854,221</b>	<b>950,761</b>	<b>960,152</b>	<b>1,004,730</b>	<b>900,008</b>	<b>-6.3%</b>

# Fire and Rescue Fund Requirements



**FIRE AND RESCUE FUND - 10-4230**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	278,842	322,455	330,066	324,966	350,293	6.1%
1500	On-Call Wages	89,912	60,486	70,000	65,000	65,000	-7.1%
1700	Work out of classification	0	769	178	6,000	3,549	1893.8%
1900	Overtime	9,124	9,767	12,875	8,000	11,000	-14.6%
2310	Deferred Comp/Pd On-call/PT EMP	5,000	5,000	6,000	6,000	6,000	0.0%
2520	Workmen's Comp-PD-ON CALL	2,354	2,354	0	2,354	2,500	N/A
2530	Employee Medical Services	243	1,673	0	1,000	1,500	N/A
2900	Performance Awards	1,823	1,647	2,500	2,100	2,100	-16.0%
2700	Vacation/Sick Accrual	699	0	18,107	0	20,298	12.1%
2710	Vacation/Compensation Accrual	1,572	2,057	0	4,000	4,000	N/A
2800	Employer Paid Taxes and Benefits	185,458	255,952	254,747	259,747	289,768	13.7%
	<b>TOTAL</b>	<b>575,027</b>	<b>662,161</b>	<b>694,473</b>	<b>679,167</b>	<b>756,008</b>	<b>8.9%</b>
<b>MATERIALS AND SERVICES</b>							
3200	Operating Supplies	18,305	22,152	18,000	18,000	19,000	5.6%
3500	Motor Fuels and Lubricants	5,892	7,830	6,000	5,000	6,000	0.0%
3600	Computer Software	0	0	0	0	0	N/A
4200	Professional Services	745	4,181	3,500	5,000	6,000	71.4%
4900	Travel, Training and Meetings	12,374	12,290	14,000	12,000	12,000	-14.3%
4902	Training-Fire Chief	330	130	1,500	1,000	1,500	0.0%
4903	Training-Asst. Fire Chief	1,387	45	1,500	1,000	1,500	0.0%
4950	Tuition Reimbursement	0	0	0	0	0	N/A
5100	Telephone and Communications	3,110	7,231	4,000	5,000	7,000	75.0%
5900	Repair & Maintenance-Building	27,583	4,095	15,000	12,000	7,000	-53.3%
6000	Repair & Maintenance-Automotive	24,689	9,862	10,000	10,000	10,000	0.0%
6100	Repair & Maintenance-Equipment	4,592	3,392	3,000	4,000	4,000	33.3%
6910	Other Purchased Services	5,135	4,906	4,000	4,000	4,000	0.0%
	<b>TOTAL</b>	<b>104,142</b>	<b>76,113</b>	<b>80,500</b>	<b>77,000</b>	<b>78,000</b>	<b>-3.1%</b>
<b>CAPITAL OUTLAY</b>							
7500	Automotive Equipment	0	0	0	0	0	N/A
7600	Other Machinery & Equipment	0	11,684	6,139	6,000	0	-100.0%
7700	Leases	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>0</b>	<b>11,684</b>	<b>6,139</b>	<b>6,000</b>	<b>0</b>	<b>-100.0%</b>
<b>TOTAL FIRE AND RESCUE</b>		<b>679,169</b>	<b>749,959</b>	<b>781,112</b>	<b>762,167</b>	<b>834,008</b>	<b>6.8%</b>

**FIRE AND RESCUE FUND - 10**

**REQUIREMENTS (Appropriations + Ending Cash Balance) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>TRANSFERS</b>						
8811 Transfer to Fire Capital Fund	56,000	56,000	56,000	56,000	56,000	0.0%
<b>TOTAL</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>0.0%</b>
<b>OPERATING CONTINGENCY 9930</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>0</b>	<b>10,000</b>	<b>-33.3%</b>
<b>TOTAL FIRE AND RESCUE APPROPRIATIONS</b>	<b>735,169</b>	<b>805,959</b>	<b>852,112</b>	<b>818,167</b>	<b>900,008</b>	<b>5.6%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>119,052</b>	<b>144,803</b>	<b>108,040</b>	<b>186,563</b>	<b>0</b>	<b>-100.0%</b>
<b>TOTAL FIRE AND RESCUE REQUIREMENTS</b>	<b>854,221</b>	<b>950,761</b>	<b>960,152</b>	<b>1,004,730</b>	<b>900,008</b>	<b>-6.3%</b>

# **Fire and Rescue Capital Improvement Fund**





# **Fire and Rescue Capital Improvement Fund**

## **Purpose**

The Fire and Rescue Capital Improvement Fund was established to provide a segregated accounting for capital funds, including development impact fees, and for the administration of capital projects, including those identified through the City's Capital Improvement Plan (C.I.P.).

## **FY2014-2015 Objectives**

The objective of the Fire and Rescue Capital Improvement Fund for FY2014-2015 is to receive development impact fees and provide budget authority for capital projects.

**FIRE CAPITAL  
IMPROVEMENT FUND - 11**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>68,566</b>	<b>56,070</b>	<b>138,983</b>	<b>200,103</b>	<b>256.9%</b>
<b>FUND REVENUE</b>						
3400-7220 Fire Impact Fees	12,552	14,288	4,000	5,000	5,000	25.0%
3700-7000 Miscellaneous Revenue	14	129	0	120	120	N/A
3700-8710 Transfer from Fire and Rescue Fund	56,000	56,000	56,000	56,000	56,000	0.0%
<b>TOTAL REVENUE</b>	<b>68,566</b>	<b>70,417</b>	<b>60,000</b>	<b>61,120</b>	<b>61,120</b>	<b>1.9%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>68,566</b>	<b>138,983</b>	<b>116,070</b>	<b>200,103</b>	<b>261,223</b>	<b>125.1%</b>

**FIRE CAPITAL  
IMPROVEMENT FUND - 11**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
Project (Specify)	0	0	0	0	0	N/A
6900 Miscellaneous Expense	0	0	0	0	0	N/A
<b>TOTAL APPROPRIATIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>68,566</b>	<b>138,983</b>	<b>116,070</b>	<b>200,103</b>	<b>261,223</b>	<b>125.1%</b>
<b>TOTAL REQUIREMENTS</b>	<b>68,566</b>	<b>138,983</b>	<b>116,070</b>	<b>200,103</b>	<b>261,223</b>	<b>125.1%</b>



# **Ambulance Services Fund**



# **Ambulance Services Fund**

## **Purpose**

The Ambulance Fund provides budget authority for the delivery of paramedic level emergency medical services and advanced life support ambulance transport services to the City, representing an area of approximately 3.4 square miles. Services are also provided to the northern portion of Blaine County through a contract for service with the Blaine County Ambulance District. The contract for service relates to an area of approximately 1,000 square miles and includes all parts of Blaine County located north of the Greenhorn Bridge on State Highway 75.

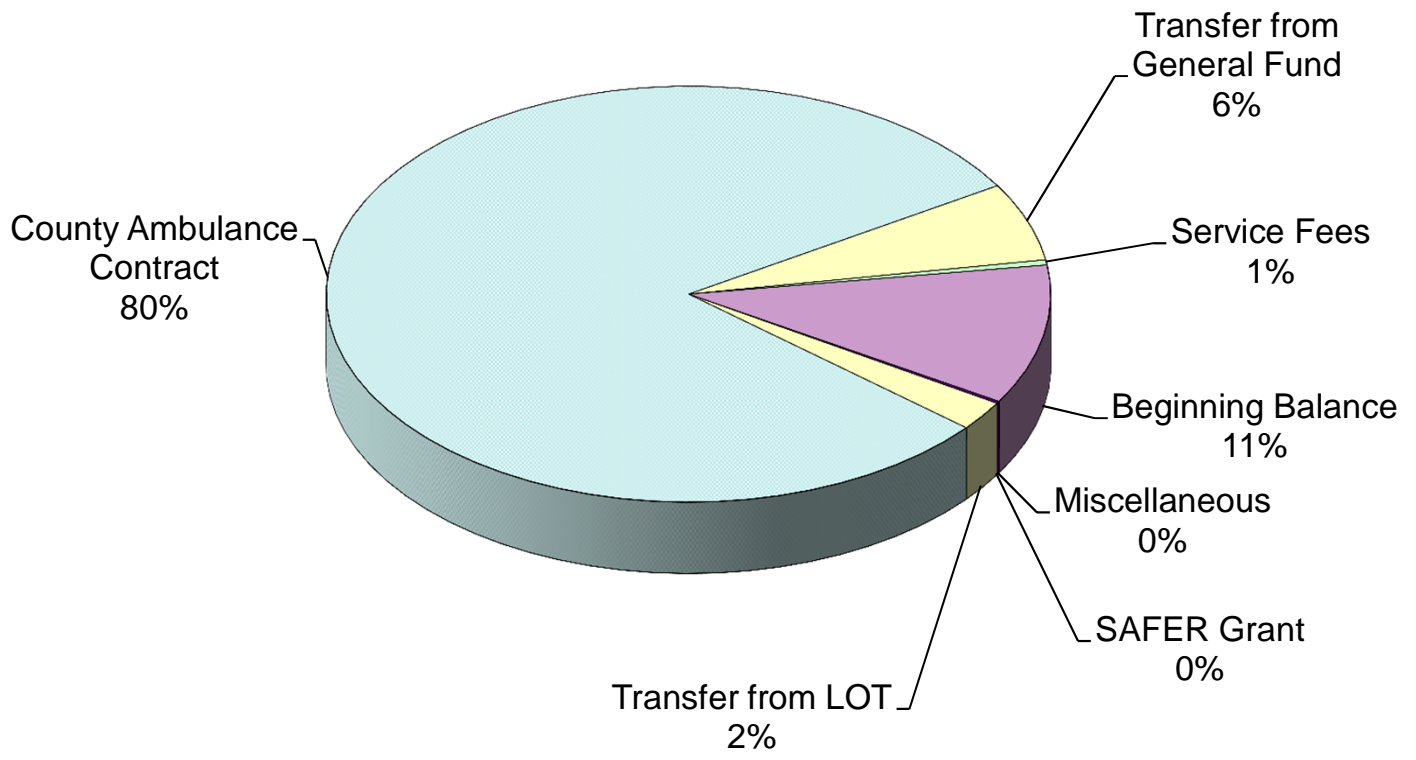
## **FY2014-2015 Objective**

The objective of the Ambulance Fund for Fiscal Year 2014-2015 is to provide paramedic level emergency medical services and advanced life support ambulance transport service to the community and northern Blaine County area. The award of a FEMA SAFER staffing grant in 2012 provided continued funding for three FTEs until the end of FY2013-14. These three positions will be funded thru a split between the Ambulance Fund and the Fire and Rescue Fund on a 62/38 basis, respectively, and have been budgeted in the personal services divisions of these funds.

## **FY2014-2015 Staffing**

The Ambulance Services Fund is supported by a cumulative total of 8.36 FTE. The amounts budgeted in Personal Services reflect this total. The accumulative staffing for the Ketchum Fire Department totals 13.4 FTE, with 8.36 FTE budgeted in the Ambulance Fund. The Department also employs 39 paid-on-call emergency services personnel, with 19 budgeted in the Fire and Rescue Fund and 20 covered by the Ambulance Services Fund.

# Ambulance Fund Resources



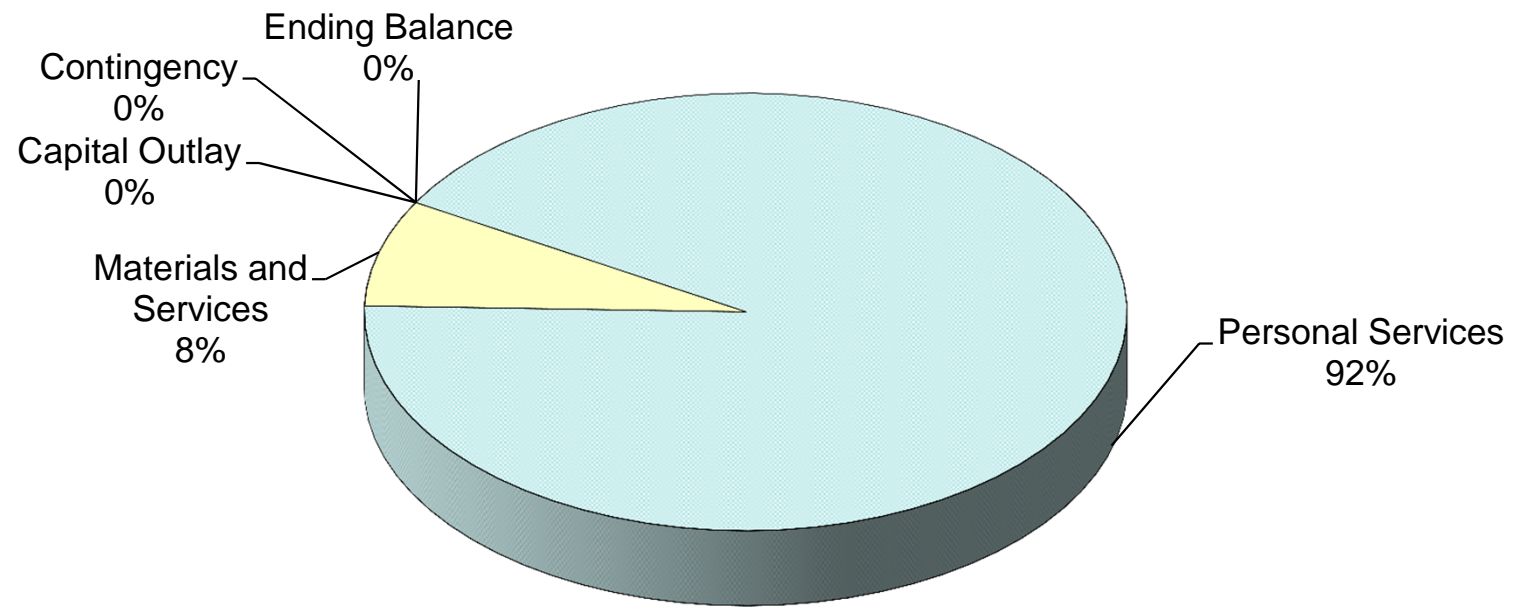


**AMBULANCE FUND - 14**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>86,691</b>	<b>96,743</b>	<b>129,453</b>	<b>23,615</b>	<b>136,208</b>	<b>5.2%</b>
<b>FUND REVENUE</b>						
3320-8600 County Ambulance Contract	919,135	946,709	975,110	975,110	1,004,363	3.0%
3400-2300 Ambulance Service Fees	3,090	7,500	7,500	5,000	5,000	-33.3%
3700-1000 Interest Earnings	146	84	100	100	100	0.0%
3300-1120 FEMA SAFER Personnel Grant	0	41,937	152,568	144,501	0	-100.0%
3700-7000 Miscellaneous Revenue	0	4,760	1,845	74,290	2,000	8.4%
3700-8701 Transfer from General Fund	44,664	44,664	34,188	34,188	76,292	123.2%
3700-8722 Transfer from LOT Fund	0	0	10,000	10,000	29,000	190.0%
<b>TOTAL REVENUE</b>	<b>967,035</b>	<b>1,045,653</b>	<b>1,181,311</b>	<b>1,243,189</b>	<b>1,116,755</b>	<b>-5.5%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>1,053,726</b>	<b>1,142,396</b>	<b>1,310,764</b>	<b>1,266,804</b>	<b>1,252,963</b>	<b>-4.4%</b>

# Ambulance Fund Requirements



**AMBULANCE FUND - 14-4260**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	412,677	502,960	521,331	513,126	555,683	6.6%
1500	On-Call Wages	89,939	60,524	70,000	65,000	65,000	-7.1%
1700	Work out of classification	0	1,562	362	11,000	7,206	1890.6%
1800	Differential Wages-Paramedics	29,145	16,320	0	0	0	N/A
1900	Overtime	13,686	15,850	24,000	15,000	17,000	-29.2%
2310	Deferred Comp/Pd On-call/PT EMP	5,000	5,000	6,000	6,000	6,000	0.0%
2520	Workmen's Comp-PD-ON CALL	2,354	2,354	0	2,354	2,500	N/A
2530	Employee Medical Services	243	1,675	0	1,000	1,500	N/A
2900	Performance Awards	1,823	1,647	2,500	2,100	2,100	-16.0%
2700	Vacation/Sick Accrual	1,048	0	28,200	0	31,869	13.0%
2710	Vacation/Compensation Accrual	2,359	3,068	0	7,200	7,200	N/A
2800	Employer Paid Taxes and Benefits	282,087	393,269	398,116	403,116	457,905	15.0%
	<b>TOTAL</b>	<b>840,361</b>	<b>1,004,229</b>	<b>1,050,509</b>	<b>1,025,896</b>	<b>1,153,963</b>	<b>9.8%</b>
<b>MATERIALS AND SERVICES</b>							
3200	Operating Supplies	43,863	50,537	45,000	45,000	45,000	0.0%
3500	Motor Fuels and Lubricants	7,583	9,437	7,000	6,500	7,000	0.0%
3600	Computer Software	0	0	0	0	0	N/A
4200	Professional Services	6,033	4,298	3,500	5,000	5,000	42.9%
4900	Travel, Training and Meetings	8,966	10,151	14,000	10,000	10,000	-28.6%
4902	Training-Fire Chief	330	130	1,500	1,000	1,000	-33.3%
4903	Training-Asst. Fire Chief	670	45	1,500	1,000	1,000	-33.3%
4910	Training-Avalanche	3,000	3,000	3,000	3,000	3,000	0.0%
4950	Tuition Reimbursement	0	0	0	0	0	N/A
5100	Telephone and Communications	3,410	5,318	5,600	5,000	7,000	25.0%
5900	Repair & Maintenance-Building	31,669	4,095	15,000	12,000	7,000	-53.3%
6000	Repair & Maintenance-Automotive	4,629	4,258	5,000	5,200	5,000	0.0%
6100	Repair & Maintenance-Equipment	1,951	4,778	4,000	2,000	4,000	0.0%
6910	Other Purchased Services	4,518	5,603	4,000	4,000	4,000	0.0%
	<b>TOTAL</b>	<b>116,622</b>	<b>101,650</b>	<b>109,100</b>	<b>99,700</b>	<b>99,000</b>	<b>-9.3%</b>
<b>CAPITAL OUTLAY</b>							
7600	Other Machinery & Equipment	0	10,902	5,000	5,000	0	-100.0%
	<b>TOTAL</b>	<b>0</b>	<b>10,902</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>-100.0%</b>

**AMBULANCE FUND - 14****REQUIREMENTS (Appropriations + Ending Cash Balance) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>OPERATING CONTINGENCY 9930</b>	0	2,000	21,000	0	0	-100.0%
<b>TOTAL AMBULANCE APPROPRIATIONS</b>	<b>956,983</b>	<b>1,118,781</b>	<b>1,185,609</b>	<b>1,130,596</b>	<b>1,252,963</b>	<b>5.7%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>96,743</b>	<b>23,615</b>	<b>125,155</b>	<b>136,208</b>	<b>0</b>	<b>-100.0%</b>
<b>TOTAL AMBULANCE REQUIREMENTS</b>	<b>1,053,726</b>	<b>1,142,396</b>	<b>1,310,764</b>	<b>1,266,804</b>	<b>1,252,963</b>	<b>-4.4%</b>

# **Parks and Recreation Fund**



# **Parks and Recreation Fund**

## **Purpose**

The Parks and Recreation Fund provides budget authority necessary to achieve the mission of the Parks and Recreation Department: to provide a safe, healthy, and accessible parks and natural resource system, and to provide exceptional recreational and cultural opportunities for the citizens of Ketchum and visitors to our community.

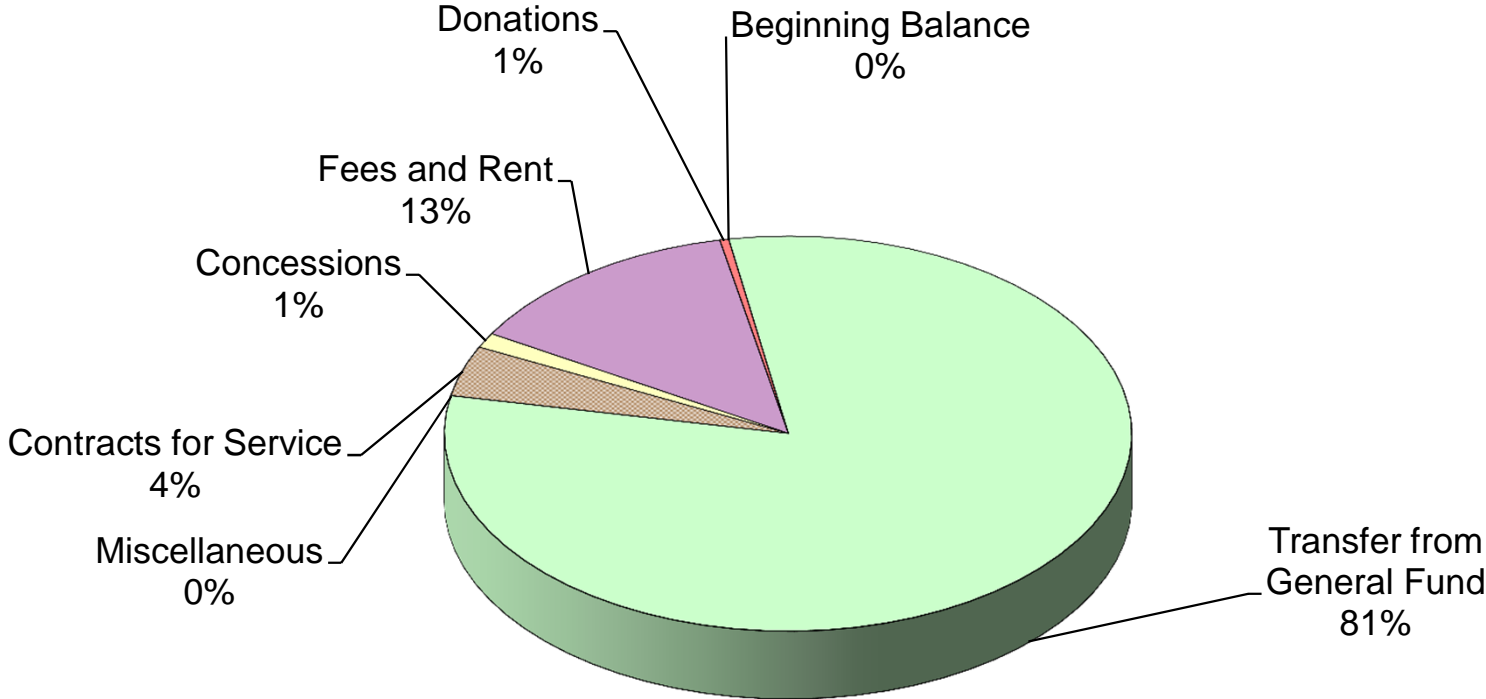
## **FY2014-2015 Objective**

The objectives of the Parks and Recreation Fund for Fiscal Year 2014-2015 are to (1) maintain and, where appropriate, operate various city parks and natural areas; city properties, landscapes, buildings, and features; multi-modal pathways and pedestrian areas; public art installations and cultural resources; and execute contracts for services with internal and external entities; (2) provide a spectrum of recreational services, programming and opportunities for the community; (3) provide coordination services for events, park reservations, and public art programs and installations, and (4) to provide other general city beautification and services as needed.

## **FY2014-2015 Staffing**

The Parks and Recreation Fund is supported by a cumulative total of 7.08 FTE, 5 part-time employees, 45 part-time seasonal and 80 volunteers.

# Parks and Recreation Fund Resources



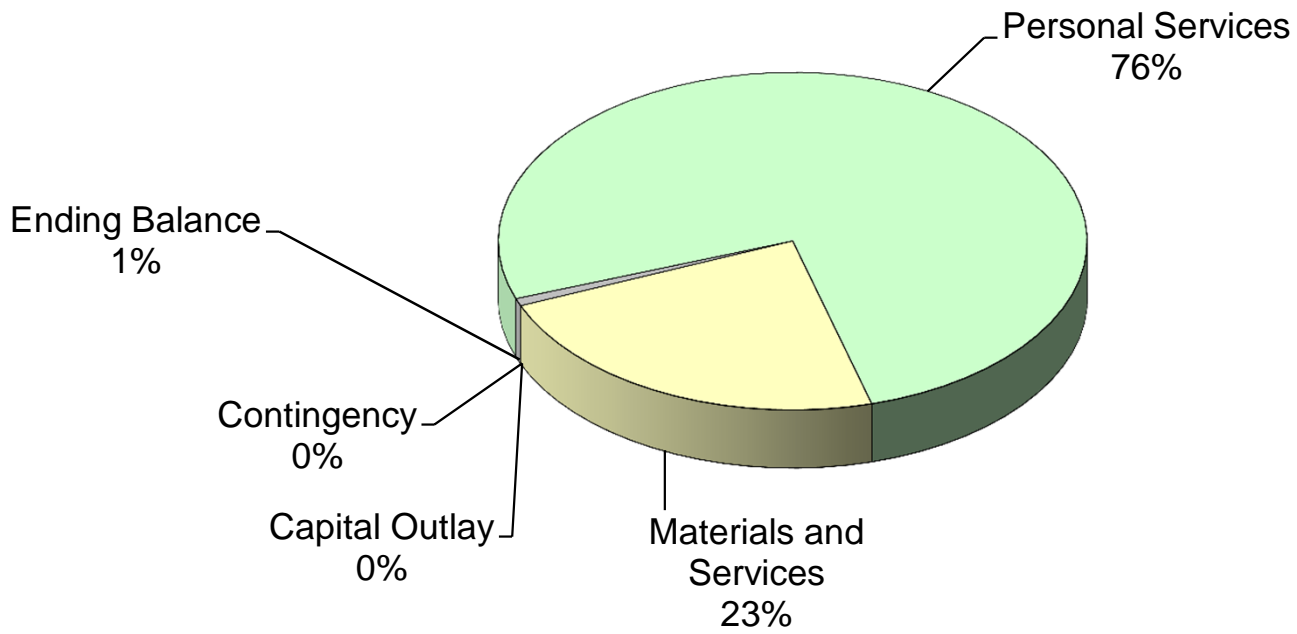


**PARKS AND RECREATION FUND - 18**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>75,967</b>	<b>125,350</b>	<b>138,203</b>	<b>12,552</b>	<b>0</b>	<b>-100.0%</b>
<b>FUND REVENUE</b>						
3400-6100 School Dist. Park Maint. Contract	3,500	0	4,500	8,000	10,000	122.2%
3400-6110 Sun Peak Park Contract	2,500	0	2,500	1,500	1,500	-40.0%
3400-6300 Youth Program Fees - Parks	97,638	117,231	115,000	115,000	123,100	7.0%
3400-6310 Sun Valley Park Rec Contract	20,000	20,000	20,000	0	30,000	50.0%
3400-6120 Utilities Department Maint. Contract	2,500	2,500	2,500	2,500	2,500	0.0%
3400-6130 KURA Property Maintenance	3,062	250	3,000	1,000	1,000	-66.7%
3400-6320 Park User Fees	11,335	8,503	8,500	8,500	9,000	5.9%
3400-6330 Swim Team Fees	11,511	4,353	0	0	0	N/A
3400-6700 Park Concession Sales	12,986	10,935	10,000	11,000	13,000	30.0%
3400-6800 Tree Services	250	3,659	1,200	1,200	3,000	150.0%
3400-7800 Private Event Charges	0	0	0	0	0	N/A
3700-2010 Rent-Park	6,020	5,450	6,000	6,000	6,300	5.0%
3300-4200 Arbor Day Grant	0	300	0	300	0	N/A
3700-6000 Donations-Skate Board Park	0	0	0	0	0	N/A
3700-6200 Donations-Park Mem. Bench/Trees	0	0	2,000	2,000	2,000	0.0%
3700-6500 Donations-Private	5,750	1,432	0	0	0	N/A
3700-6700 Donations-C Gates Youth Golf	2,500	2,500	2,500	2,500	2,500	0.0%
3700-6900 Donations-Park	0	0	0	0	0	N/A
3700-1000 Interest Earnings	290	179	0	100	100	N/A
3700-8701 Transfer from General Fund	795,744	795,744	810,744	869,144	860,774	6.2%
<b>TOTAL REVENUE</b>	<b>975,586</b>	<b>973,037</b>	<b>988,444</b>	<b>1,028,744</b>	<b>1,064,774</b>	<b>7.7%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>1,051,553</b>	<b>1,098,387</b>	<b>1,126,647</b>	<b>1,041,296</b>	<b>1,064,774</b>	<b>-5.5%</b>

# Parks and Recreation Fund Requirements



**PARKS AND RECREATION FUND - 18**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	276,160	340,519	370,682	382,230	368,399	-0.6%
1500	Part-time Wages	113,760	120,225	63,150	63,150	63,150	0.0%
1600	Seasonal Wages	76,133	68,739	74,000	74,000	70,000	-5.4%
1900	Overtime	1,152	2	0	0	0	N/A
2700	Vacation/Sick Accrual	1,296	0	10,180	0	10,540	3.5%
2800	Employer Paid Taxes and Benefits	169,428	220,328	216,255	232,025	299,625	38.6%
	<b>TOTAL</b>	<b>637,929</b>	<b>749,813</b>	<b>734,267</b>	<b>751,405</b>	<b>811,714</b>	<b>10.5%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	2,129	1,857	3,000	2,000	2,000	-33.3%
3200	Operating Supplies	7,958	8,064	8,000	8,000	8,000	0.0%
3210	Special Events Supplies	603	522	800	500	500	-37.5%
3250	Recreation Supplies	7,380	8,166	10,000	10,000	10,000	0.0%
3260	Halloween Supplies	1,905	3,035	0	0	0	N/A
3280	Youth Golf	950	1,250	2,000	2,000	2,000	0.0%
3300	Concession Supplies	13,241	16,420	13,000	11,000	13,000	0.0%
3310	State Sales Tax	7,984	8,190	7,900	8,000	8,000	1.3%
3500	Motor Fuels and Lubricants	9,899	10,936	10,000	10,000	10,000	0.0%
3600	Computer Software	2,570	21	3,150	3,150	3,150	0.0%
4200	Professional Services	43,361	35,297	44,000	44,000	44,000	0.0%
4210	Professional Services-City Trees	19,906	16,950	17,000	17,000	17,000	0.0%
4220	Professional Services-Beautification	47,303	38,330	44,000	41,000	41,000	-6.8%
4230	Professional Services-Weed Abate	0	456	0	0	0	N/A
4410	Advertising and Publications	5,151	8,318	5,000	5,000	5,000	0.0%
4800	Dues, Subscriptions, Memberships	955	1,448	1,500	1,627	1,627	8.5%
4900	Travel, Training and Meetings	597	1,140	1,000	1,009	1,000	0.0%
5100	Telephone and Communications	2,741	3,391	2,900	3,200	3,200	10.3%
5200	Utilities	34,426	37,614	37,000	37,000	37,000	0.0%
6000	Repair & Maintenance-Automotive	1,855	2,829	4,000	4,000	4,000	0.0%
6100	Repair & Maintenance-Equipment	2,183	812	2,000	2,000	2,000	0.0%
6510	Community Events On-Going	24,592	29,442	28,850	28,850	0	-100.0%
6950	Maintenance	27,317	22,782	30,000	33,000	33,000	10.0%
	<b>TOTAL</b>	<b>265,006</b>	<b>257,269</b>	<b>275,100</b>	<b>272,336</b>	<b>245,477</b>	<b>-10.8%</b>

**PARKS AND RECREATION FUND - 18**

**REQUIREMENTS (Appropriations + Ending Cash Balance) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
7300 Capital Maintenance	0	0	0	0	0	N/A
7400 Office Furniture & Equipment	2,860	0	3,000	3,000	0	-100.0%
7500 Automotive Equipment	0	0	0	0	0	N/A
7600 Other Machinery & Equipment	0	0	0	0	0	N/A
7700 Leases	0	0	0	0	0	N/A
8819 Transfer to Parks Capital Fund	0	17,500	15,000	14,555	0	-100.0%
8893 Transfer to Park Trust	0	49,499	0	0	0	N/A
<b>TOTAL</b>	<b>2,860</b>	<b>66,999</b>	<b>18,000</b>	<b>17,555</b>	<b>0</b>	<b>-100.0%</b>
<b>OPERATING CONTINGENCY 9930</b>	<b>20,408</b>	<b>11,753</b>	<b>19,000</b>	<b>0</b>	<b>0</b>	<b>-100.0%</b>
<b>TOTAL PARKS &amp; RECREATION APPROP.</b>	<b>926,203</b>	<b>1,085,834</b>	<b>1,046,367</b>	<b>1,041,296</b>	<b>1,057,191</b>	<b>1.0%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>125,350</b>	<b>12,552</b>	<b>80,280</b>	<b>0</b>	<b>7,583</b>	<b>-90.6%</b>
<b>TOTAL PARKS &amp; RECREATION REQUIREMENTS</b>	<b>1,051,553</b>	<b>1,098,387</b>	<b>1,126,647</b>	<b>1,041,296</b>	<b>1,064,774</b>	<b>-5.5%</b>

# **Parks and Recreation Capital Improvement Fund**



# **Parks and Recreation Capital Improvement Fund**

## **Purpose**

The Parks and Recreation Capital Improvement Fund was established to provide a segregated accounting for capital funds, including development impact fees, and for the administration of capital projects, including those identified through the City's Capital Improvement Plan (C.I.P.).

## **FY2014-2015 Objectives**

The objective of the Parks and Recreation Capital Improvement Fund for FY2014-2015 is to receive development impact fees and provide budget authority for capital projects.

**PARKS CAPITAL  
IMPROVEMENT FUND - 19**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>11,684</b>	<b>11,684</b>	<b>13,704</b>	<b>13,709</b>	<b>17.3%</b>
<b>FUND REVENUE</b>						
3400-7210 Parks Impact Fees	11,682	9,000	0	0	10,000	N/A
3700-7000 Miscellaneous Revenue	2	20	0	5	0	N/A
3700-8718 Transfer from Parks & Rec Fund	0	17,500	15,000	14,555	0	-100.0%
<b>TOTAL REVENUE</b>	<b>11,684</b>	<b>26,520</b>	<b>15,000</b>	<b>14,560</b>	<b>10,000</b>	<b>-33.3%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>11,684</b>	<b>38,204</b>	<b>26,684</b>	<b>28,264</b>	<b>23,709</b>	<b>-11.1%</b>



**PARKS CAPITAL  
IMPROVEMENT FUND - 19**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-2013</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
7000 Capital Projects (HVAC)	0	24,500	15,000	14,555	0	-100.0%
<b>TOTAL APPROPRIATIONS</b>	<b>0</b>	<b>24,500</b>	<b>15,000</b>	<b>14,555</b>	<b>0</b>	<b>-100.0%</b>
<b>CAPITAL CONTINGENCY 9930</b>	<b>0</b>	<b>0</b>	<b>11,684</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>11,684</b>	<b>13,704</b>	<b>0</b>	<b>13,709</b>	<b>23,709</b>	<b>N/A</b>
<b>TOTAL REQUIREMENTS</b>	<b>11,684</b>	<b>38,204</b>	<b>26,684</b>	<b>28,264</b>	<b>23,709</b>	<b>-11.1%</b>



# **Parks and Recreation Trust Fund**



# **Parks and Recreation Trust Fund**

## **Purpose**

The Parks and Recreation Trust Fund provides budget authority to receive and expend money obtained through grants and donations. Federal law typically requires that money received through grants be segregated into separate funds and that the receipt and expenditure of such money be accounted apart from other City functions. The fund also provides an avenue to segregate donations to assure that such funds are spent in accordance with the instructions of donors.

## **FY2014-2015 Objectives**

The objective of the Parks and Recreation Trust Fund for FY2014-2015 is to support the Parks and Recreation Department's grant and donation funded projects. It is anticipated that various projects and services identified by the Parks and Recreation Department will be facilitated through this fund during FY2014-2015.

**PARK & RECREATION TRUST FUND - 93**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>3,247</b>	<b>0</b>	<b>63,272</b>	<b>21,961</b>	<b>N/A</b>
<b>FUND REVENUE</b>						
3700-1000 Interest Earnings	8	66	0	80	80	N/A
3700-6000 Donations	522	0	3,590	0	3,920	9.2%
3700-6100 Hemingway Splash Park	0	500	0	0	0	N/A
3700-6200 Park Memorial Bench/Trees	7,135	1,622	1,000	1,000	1,000	0.0%
3700-6300 River Park	60,000	117,000	39,315	19,946	10,000	-74.6%
3700-6500 Ice Rink	247	17,027	6,000	1,000	1,000	-83.3%
3700-6600 Kagan Park	100	0	100	0	0	-100.0%
3700-6800 Ketchum Arts Commission	11,750	23,136	19,135	2,783	20,000	4.5%
3700-6900 Ketchum Events Commission	7,050	711	5,860	0	1,000	-82.9%
3700-7100 Youth Recreation Scholarships	4,905	1,500	1,500	1,500	1,500	0.0%
3700-7200 Jazz in the Park	0	4,955	3,500	3,500	3,500	0.0%
3700-7300 Ketch'em Alive	0	6,000	1,000	1,000	1,000	0.0%
3700-7400 Children's Recreation Fund					100	N/A
3700-7499 Tree Fund					1,000	N/A
3700-8718 Transfer from Park-Fund Bal.		49,499			0	N/A
<b>TOTAL REVENUE</b>	<b>91,717</b>	<b>222,016</b>	<b>81,000</b>	<b>30,809</b>	<b>44,100</b>	<b>-45.6%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>91,717</b>	<b>225,263</b>	<b>81,000</b>	<b>94,081</b>	<b>66,061</b>	<b>-18.4%</b>

**PARK & RECREATION TRUST FUND - 93-4900**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>						
6100 Hemingway Splash Park	0	26,460	0	0	0	N/A
6200 Park Memorial Bench/Trees	1,553	350	0	0	0	N/A
6300 River Park	58,697	117,000	0	9,945	0	N/A
6600 Kagan Park	5,600	0	0	0	0	N/A
6900 Other Grant/Donation Programs	22,620	13,181	75,000	62,175	44,100	-41.2%
<b>TOTAL</b>	<b>88,470</b>	<b>156,991</b>	<b>75,000</b>	<b>72,120</b>	<b>44,100</b>	<b>-41.2%</b>
<b>CAPITAL OUTLAY</b>						
7300 Ketch'em Alive	0	5,000	0	0	0	N/A
7600 Other Machinery & Equipment	0	0	6,000	0	0	N/A
<b>TOTAL</b>	<b>0</b>	<b>5,000</b>	<b>6,000</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL PARK &amp; REC TRUST APPROPRIATIONS</b>	<b>88,470</b>	<b>161,991</b>	<b>81,000</b>	<b>72,120</b>	<b>44,100</b>	<b>-45.6%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>3,247</b>	<b>63,272</b>	<b>0</b>	<b>21,961</b>	<b>21,961</b>	<b>N/A</b>
<b>TOTAL PARK &amp; REC TRUST REQUIREMENTS</b>	<b>91,717</b>	<b>225,263</b>	<b>81,000</b>	<b>94,081</b>	<b>66,061</b>	<b>-18.4%</b>





# **Local Option Tax Funds**



# **Original Local Option Tax Fund**

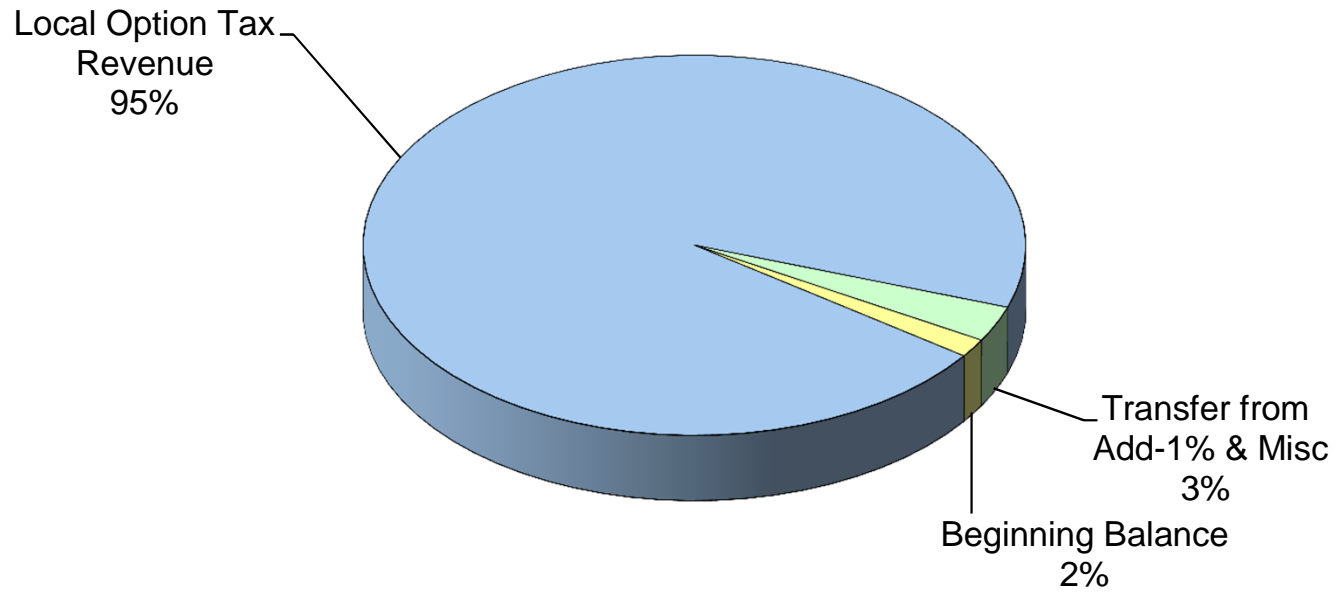
## **Purpose**

The original Local Option Tax (LOT) was effective December 15, 1978. Since the original adoption of the Local Option Tax, changes to the Local Option Tax had voter approval in 1979, 1983, 1984, 1988, 1997 and 2011. In 2011 it was approved by voters for a new 15-year term. This LOT's funds are to be used for a) Municipal Transportation, b) Open Space Acquisition and Recreation, c) Capital Improvements: Roads, Water, Sewer, Parking and the Ore Wagon Museum, d) Emergency Services: police, fire and ambulance, e) City Promotion, Visitor Information and Special Events, f) Property Tax Relief, and g) Direct Costs to collect and enforce the tax. In summation the Original Local Option tax imposes: 1% on retail, 1% on building material, 2% on liquor by the drink, and 2% on short term lodging.

## **FY2014-2015 Staffing**

The Local Option Tax Fund is supported by a cumulative total of 1.52 Full Time Employee Equivalent (FTE). Personal Services expenses reflect this total.

# Local Option Tax Fund Resources

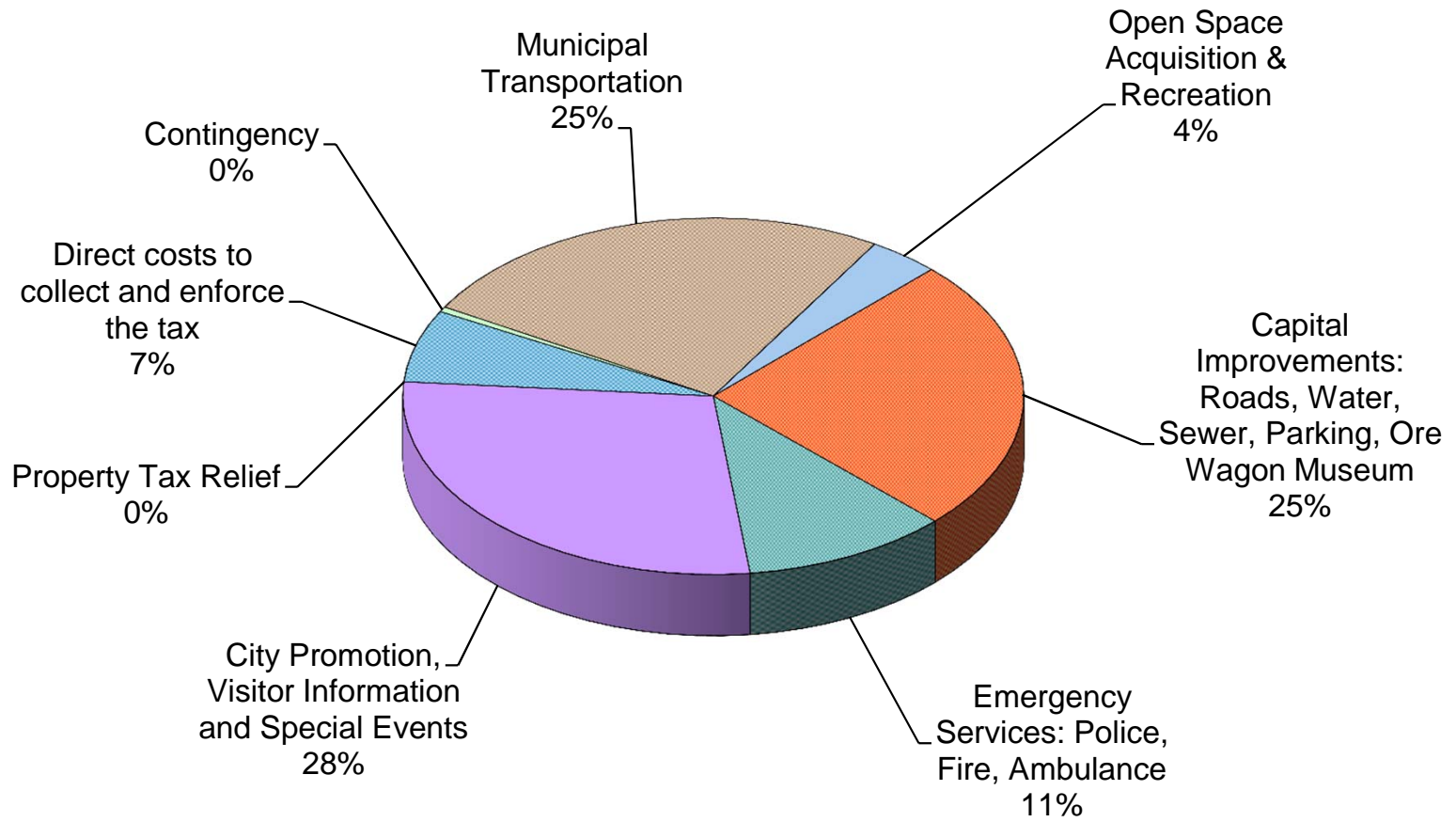


**LOCAL OPTION TAX FUND - 22**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>161,843</b>	<b>206,752</b>	<b>237,730</b>	<b>129,192</b>	<b>33,936</b>	<b>-85.7%</b>
<b>FUND REVENUE</b>						
3100-3000 Local Option Sales Taxes	1,755,624	1,774,378	2,216,835	1,834,699	2,068,169	-6.7%
3200-1400 Business License Permit Fees	32,470	32,250	32,000	27,000	0	-100.0%
3700-1000 Interest Earnings	2	73	0	0	0	N/A
3700-8725 Transfer from LOT-1% Additional				66,829	65,653	N/A
<b>TOTAL REVENUE</b>	<b>1,788,096</b>	<b>1,806,701</b>	<b>2,248,835</b>	<b>1,928,528</b>	<b>2,133,822</b>	<b>-5.1%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>1,949,939</b>	<b>2,013,453</b>	<b>2,486,565</b>	<b>2,057,720</b>	<b>2,167,758</b>	<b>-12.8%</b>

# Local Option Tax Fund Expenditures



**LOCAL OPTION TAX FUND 22-4910**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	60,029	63,890	53,027	53,012	73,771	39.1%
1900	Overtime	0	2	0	0	0	N/A
2700	Vacation/Sick Accrual	0	0	2,738	379	3,754	37.1%
2800	Employer Paid Taxes and Benefits	36,172	55,740	45,906	44,894	59,817	30.3%
<b>TOTAL</b>		<b>96,201</b>	<b>119,632</b>	<b>101,671</b>	<b>98,285</b>	<b>137,342</b>	<b>35.1%</b>
<b>MATERIALS AND SERVICES</b>							
<b>A. Municipal Transportation</b>							
6080	Mountain Rides	522,610	522,610	550,000	550,000	550,000	0.0%
<b>B. Open Space Acquisition &amp; Recreation</b>							
Parks Department **						80,347	
<b>C. Capital Improvements: Roads, Water Sewer, Parking, Ore Wagon Museum</b>							
8804	Street-Sidewalk Repair**					100,000	
<b>D. Emergency Services: Police, Fire, Amb.</b>							
6090	Consolidated Dispatch	166,981	159,417	127,534	127,534	131,360	3.0%
<b>E. City Promotion, Visitor Information and Special Events</b>							
6040	Visit Sun Valley Marketing	450,000	450,000	450,000	450,000	450,000	0.0%
6050	Fly Sun Valley	25,000	40,000	50,000	50,000	0	-100.0%
6060	Events/Promotions	24,592	59,442	58,850	58,850	58,850	0.0%
6500	Community Development Corp.	116,400	116,400	116,400	116,400	0	-100.0%
<b>F. Property Tax Relief</b>							
						0	N/A
<b>G. Direct costs to collect and enforce the tax</b>							
4250	Administration Fees-Tax Commission	0	68,600	144,600	128,533	0	-100.0%
4260	Professional Services-Multi-Code Off.	0	0	0	0	50,000	N/A
5000	Administrative Expense	74,927	101,032	98,161	95,000	2,500	-97.5%
<b>TOTAL</b>		<b>1,355,918</b>	<b>1,463,059</b>	<b>1,541,695</b>	<b>1,522,467</b>	<b>1,423,057</b>	<b>-7.7%</b>

**TRANSFERS TO OTHER FUNDS**

**C. Capital Improvements: Roads, Water Sewer, Parking, Ore Wagon Museum**

8804	Transfer to Street Fund	188,032	188,032	288,032	288,032	440,815	53.0%
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**D. Emergency Services: Police, Fire, Amb.**

8810	Transfer to Fire and Rescue Fund	0	0	10,000	10,000	72,544	625.4%
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8814	Transfer to Ambulance Fund	0	0	10,000	10,000	29,000	190.0%
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**E. City Promotion, Visitor Information and Special Events**

8802	Transfer to Wagon Days Fund	85,000	95,000	85,000	85,000	55,000	-35.3%
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<b>TOTAL</b>	<b>273,032</b>	<b>283,032</b>	<b>393,032</b>	<b>393,032</b>	<b>597,359</b>	<b>-71.4%</b>
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<b>OPERATING CONTINGENCY 9930</b>	<b>18,036</b>	<b>18,538</b>	<b>35,000</b>	<b>10,000</b>	<b>10,000</b>	<b>4.7%</b>
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<b>TOTAL APPROPRIATIONS</b>	<b>1,743,187</b>	<b>1,884,261</b>	<b>2,071,398</b>	<b>2,023,784</b>	<b>2,167,758</b>	<b>-100.0%</b>
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<b>ENDING BALANCE (RESERVES)</b>	<b>206,752</b>	<b>129,192</b>	<b>415,167</b>	<b>33,936</b>	<b>0</b>	<b>-12.8%</b>
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<b>TOTAL LOCAL OPTION TAX REQUIREMENTS</b>	<b>1,949,939</b>	<b>2,013,453</b>	<b>2,486,565</b>	<b>2,057,720</b>	<b>2,167,758</b>	<b>-12.8%</b>
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**(**Claimed if 10% LOT Increases)**

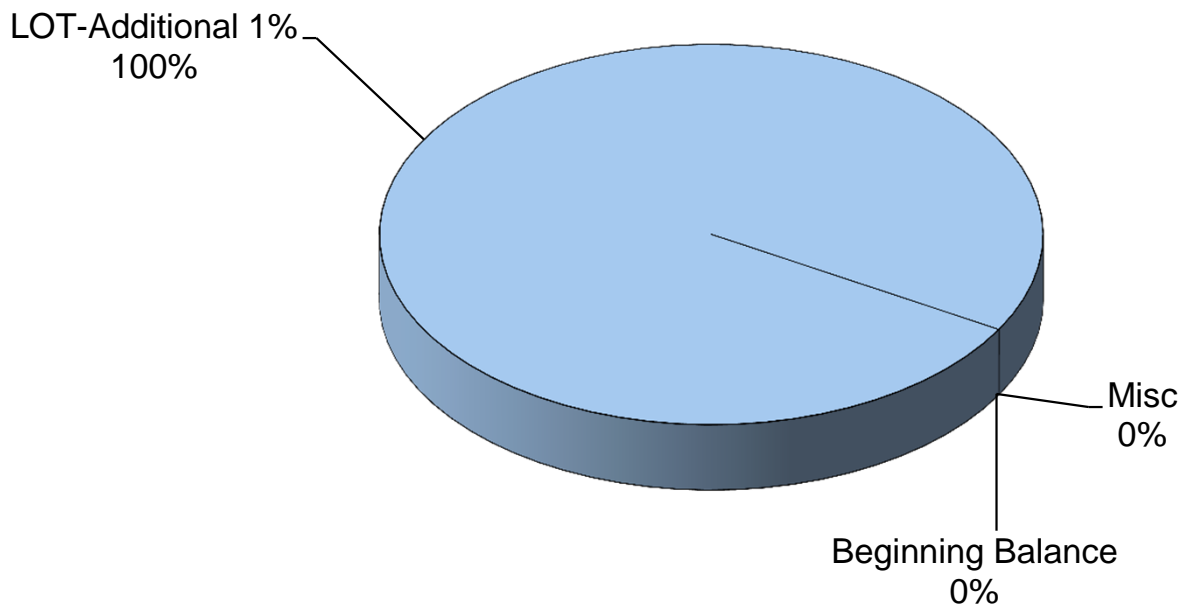


## **Additional-1% Local Option Tax Fund**

### **Purpose**

In November, 2013 an additional 1% was added to the LOT with authority to collect for five years. This additional 1% LOT is to be used to a) maintain and increase commercial air service to Friedman Memorial Airport through the use of minimum revenue guarantees or other inducements to providers, b) promote and market the existing service and any futures service to increase passengers, c) all ancillary costs associated with the ongoing effort to maintain and increase commercial air service; including management costs and bussing due to flight diversions, and d) direct cost to collect and enforce the tax, including administrative and legal fees.

# LOT - ADDITIONAL 1% Fund Resources

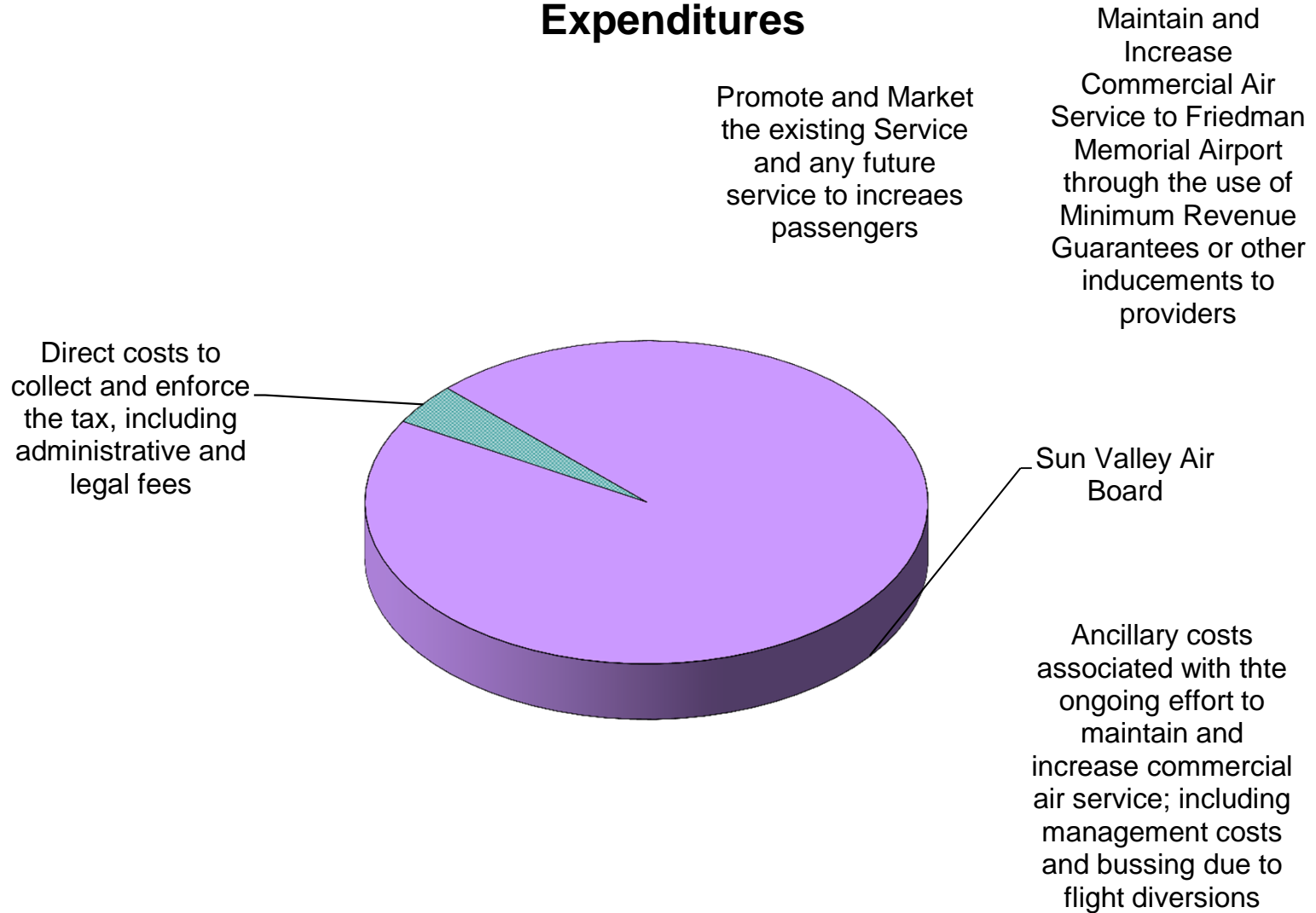


**LOT-ADDITIONAL 1% FUND - 25**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>FUND REVENUE</b>						
3100-3010 LOT-Additional 1%				1,258,262	1,586,882	N/A
3700-1000 Interest Earnings			0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,258,262</b>	<b>1,586,882</b>	<b>N/A</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,258,262</b>	<b>1,586,882</b>	<b>N/A</b>

## LOT-ADDITIONAL 1% Fund Expenditures



LOT-ADDITIONAL 1% FUND - 25-491		REQUIREMENTS (Appropriations + Ending Cash Balance)					% CHANGE FY15/FY14
		ACTUAL 2011-12	ACTUAL 2012-13	ADOPTED 2013-14	ESTIMATED 2013-14	PROPOSED 2014-15	
<b>MATERIALS AND SERVICES</b>							
6030	Air Service Board	0	0	0	1,191,433	1,521,229	
<b>A. Maintain and Increase Commercial Air Service to Friedman Memorial Airport through the use of Min. Revenue Guarantees or other inducements to providers</b>							
Fly Sun Valley Alliance Contract							
<b>B. Promote and Market the existing service and any future service to increase passengers.</b>							
Visit Sun Valley Contract							
<b>C. Ancillary costs associated with the ongoing effort to maintain and increase commercial air service; including management costs and bussing due to flight diversions.</b>							
6030	Air Service Board						
<b>TOTAL</b>		0	0	0	1,191,433	1,521,229	N/A
<b>D. Direct costs to collect and enforce the tax, including administrative and legal fees.</b>							
8822	Transfers to Original LOT-Direct Costs	0	0	0	66,829	65,653	
<b>TOTAL</b>		0	0	0	66,829	65,653	N/A
<b>OPERATING CONTINGENCY 9930</b>							<b>N/A</b>
<b>TOTAL APPROPRIATIONS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,258,262</b>	<b>1,586,882</b>	<b>N/A</b>
<b>ENDING BALANCE (RESERVES)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL LOCAL OPTION TAX REQUIREMENTS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,258,262</b>	<b>1,586,882</b>	<b>N/A</b>



# **General Obligation Debt Service Fund**





## **General Obligation Debt Service Fund**

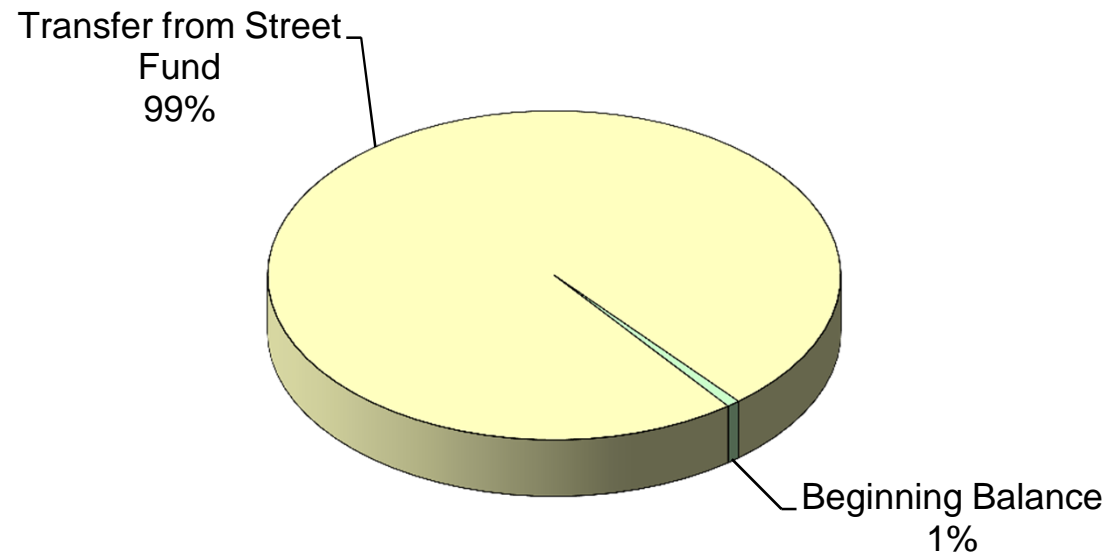
### **Purpose**

The General Obligation Debt Service Fund has been established pursuant to Ordinance 1014, which provides for the sale of the City's Series 2007 General Obligation (G.O.) Bonds. The 2007 G. O. Bonds were authorized by the requisite two-thirds of the voters at an election held on November 7, 2006, in the amount of \$1,550,000. Ordinance 1014 provides for the repayment of the bonds over a 14-year term. The final payment is scheduled for August 1, 2021. Interest rates on the bonds vary from 3.72% to 4.43%.

### **FY2014-2015 Objectives**

The objective of the General Obligation Debt Service Fund for FY2014-2015 is to provide budget authority to meet the annual debt service requirements related to the Series 2007 G.O. Bonds.

## General Obligation Debt Service Fund Resources

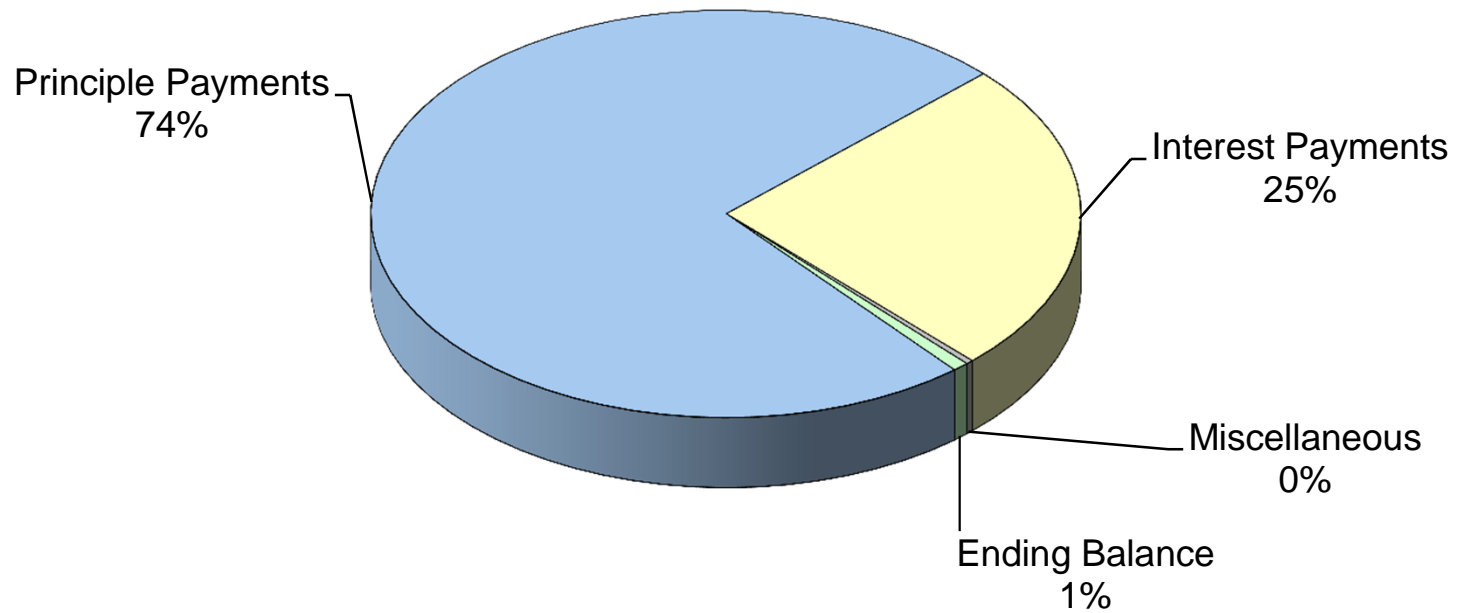


**G.O. DEBT SERVICE FUND - 40**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	1,974	1,576	2,064	1,578	1,124	-45.5%
<b>FUND REVENUE</b>						
3400-9200 Bond Proceeds	0	0	0	0	0	N/A
3700-1000 Interest Earnings	4	3	0	0	0	N/A
3700-7000 Miscellaneous Revenue	0	0	0	0	0	N/A
3700-8701 Transfer from General Fund	0	0	0	0	0	N/A
3700-8704 Transfer from Street Fund	150,000	149,512	150,000	150,000	150,145	0.1%
<b>TOTAL REVENUE</b>	<b>150,004</b>	<b>149,514</b>	<b>150,000</b>	<b>150,000</b>	<b>150,145</b>	<b>0.1%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>151,978</b>	<b>151,090</b>	<b>152,064</b>	<b>151,578</b>	<b>151,269</b>	<b>-0.5%</b>

# General Obligation Debt Service Fund Requirements



**G.O. DEBT SERVICE FUND 40-4800**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>						
4200 Professional Services	0	0	0	0	0	N/A
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>DEBT SERVICE</b>						
4200 Paying Agent Fees	500	500	500	500	500	0.0%
8100 Principal-Street Equipment Bond	100,000	103,000	108,000	108,000	112,000	3.7%
8200 Interest-Street Equipment Bond	49,902	46,012	41,954	41,954	37,645	-10.3%
<b>TOTAL</b>	<b>150,402</b>	<b>149,512</b>	<b>150,454</b>	<b>150,454</b>	<b>150,145</b>	<b>-0.2%</b>
<b>TRANSFERS TO OTHER FUNDS</b>						
8850 Transfer to Capital Imp. Fund	0	0	0	0	0	N/A
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL G.O. DEBT SERV. APPROPRIATIONS</b>	<b>150,402</b>	<b>149,512</b>	<b>150,454</b>	<b>150,454</b>	<b>150,145</b>	<b>-0.2%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>1,576</b>	<b>1,578</b>	<b>1,610</b>	<b>1,124</b>	<b>1,124</b>	<b>-30.2%</b>
<b>TOTAL G.O. DEBT SERVICE REQUIREMENTS</b>	<b>151,978</b>	<b>151,090</b>	<b>152,064</b>	<b>151,578</b>	<b>151,269</b>	<b>-0.5%</b>



# **Idaho Power Franchise Fund**





# **Idaho Power Franchise Fund**

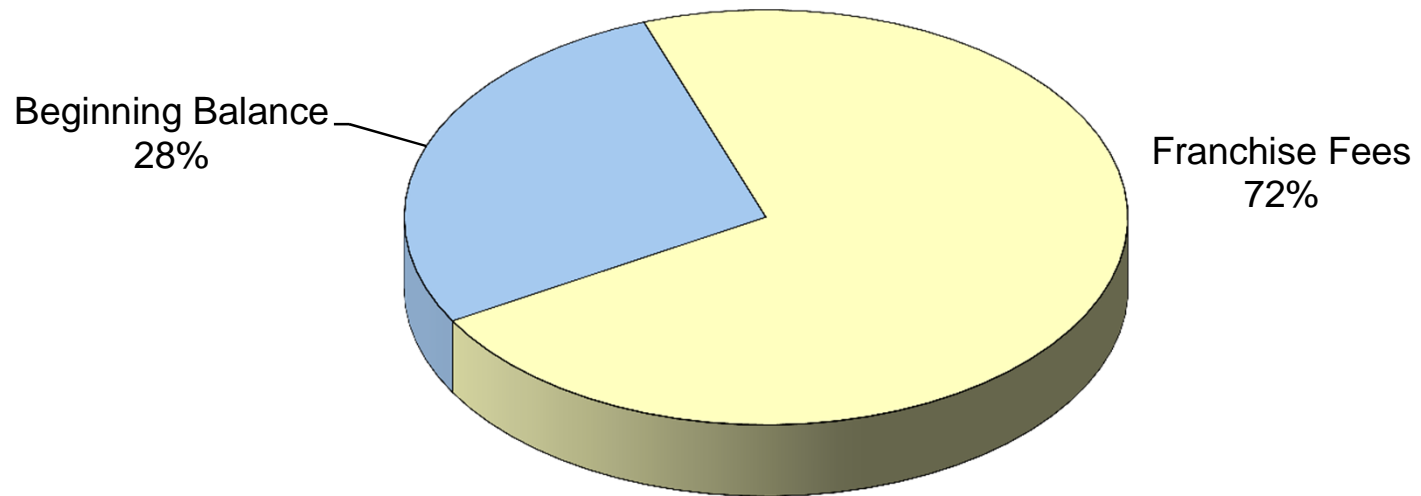
## **Purpose**

The Idaho Power Franchise Fund (formerly known as the Capital Improvement Fund). The Capital Improvement Fund was initially established to provide a central fund for the administration of capital projects identified through the City's Capital Improvement Plan (C.I.P.). Beginning with FY2011-12, separate capital funds were established for Law Enforcement, Fire, Parks, Water and Wastewater. The Idaho Power Franchise Fund better defines this fund to address the undergrounding of overhead utility lines and the energy work program.

## **FY2014-2015 Objectives**

The objective of the Idaho Power Franchise Fund for FY2014-2015 is to collect franchise fees from Idaho Power to provide funding for undergrounding projects, conversion of street lights and the energy work program. The \$100,000 is allocated for capital improvement projects this year and \$25,000 is allocated for the energy work program.

## Idaho Power Franchise Fund Resources

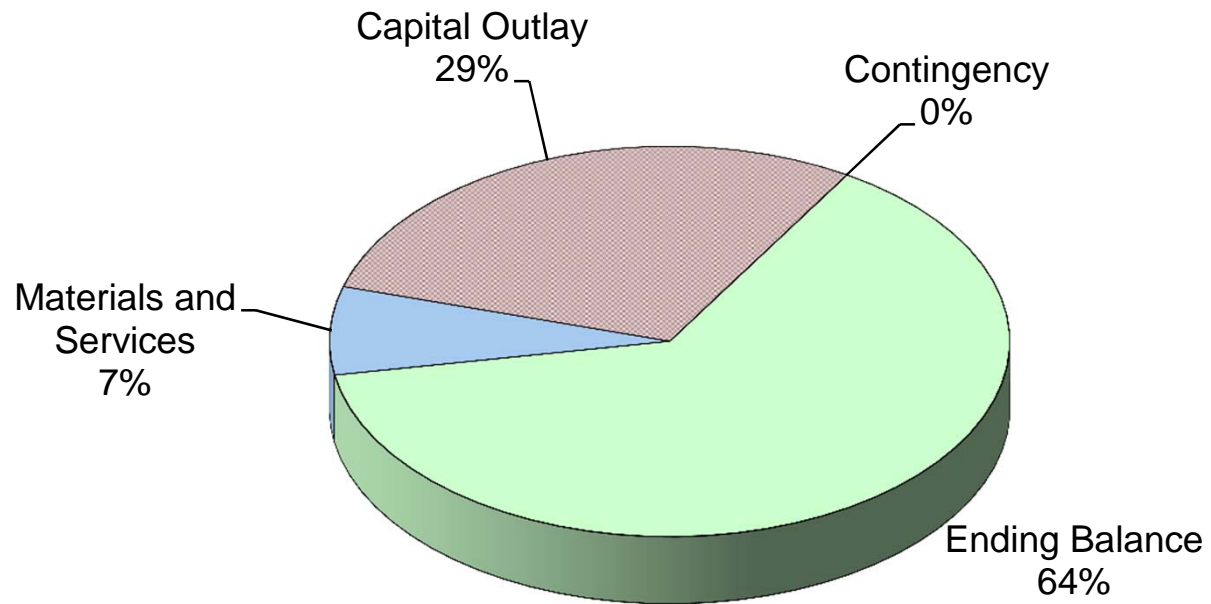


**IDAHO POWER FRANCHISE FUND - 50**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>3,262</b>	<b>221,087</b>	<b>0</b>	<b>-3,260</b>	<b>95,340</b>	
<b>FUND REVENUE</b>						
3100-6100 Franchise Fees - Idaho Power	217,765	236,619	247,000	247,000	247,000	0.0%
3700-1000 Interest Earnings	60	509	0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>217,825</b>	<b>237,128</b>	<b>247,000</b>	<b>247,000</b>	<b>247,000</b>	<b>0.0%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>221,087</b>	<b>458,215</b>	<b>247,000</b>	<b>243,740</b>	<b>342,340</b>	<b>38.6%</b>

## Idaho Power Franchise Fund Requirements



**IDAHO POWER FRANCHISE FUND - 50**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>						
4200 Professional Services	0	0	0	0	0	N/A
4250 Energy Work Program	0	0	0	0	25,000	N/A
<b>TOTAL</b>	0	0	0	0	25,000	N/A
<b>CAPITAL OUTLAY</b>						
7800 Undergrounding Projects	0	461,476	100,000	148,400	100,000	0.0%
<b>TOTAL</b>	0	461,476	100,000	148,400	100,000	0.0%
<b>OPERATING CONTINGENCY</b>	0	0	0	0	0	N/A
<b>TOTAL UND IMP FUND APPROPRIATIONS</b>	<b>0</b>	<b>461,476</b>	<b>100,000</b>	<b>148,400</b>	<b>125,000</b>	<b>25.0%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>221,087</b>	<b>-3,260</b>	<b>147,000</b>	<b>95,340</b>	<b>217,340</b>	<b>47.9%</b>
<b>TOTAL UNDERGR IMPROVEMENT REQUIRE.</b>	<b>221,087</b>	<b>458,215</b>	<b>247,000</b>	<b>243,740</b>	<b>342,340</b>	<b>38.6%</b>



# **Community Housing In-Lieu Fund**





## **Community Housing In-Lieu Fund**

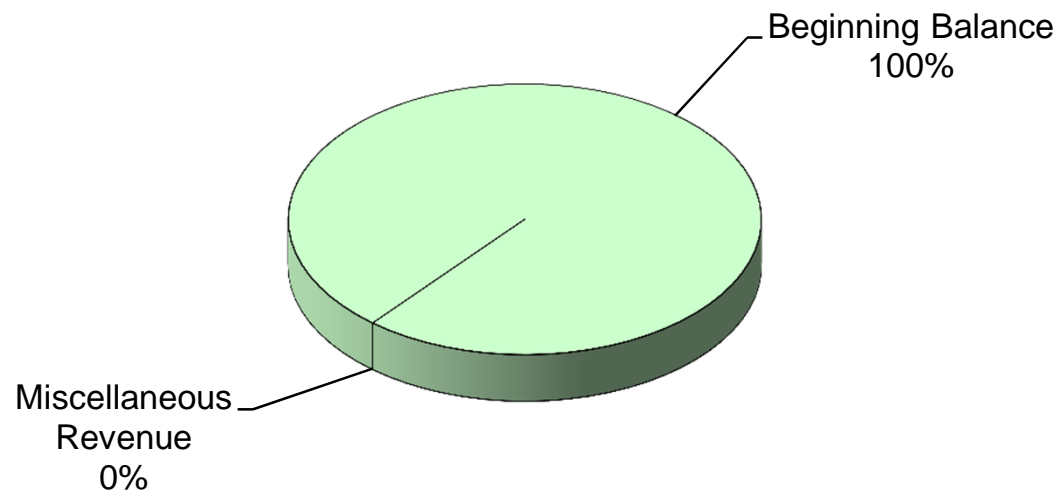
### **Purpose**

The purpose of the Community Housing In-Lieu Fund is to provide budget authority to administer the City's community housing cash in-lieu program. In-lieu funds are restricted for uses that advance community housing efforts.

### **FY2014-2015 Objectives**

The objective of the Community Housing In-Lieu Fund for FY2014-2015 is to receive in-lieu payments to provide for future financial assistance to the Blaine County Housing Authority.

## Community Housing In-Lieu Fund Resources

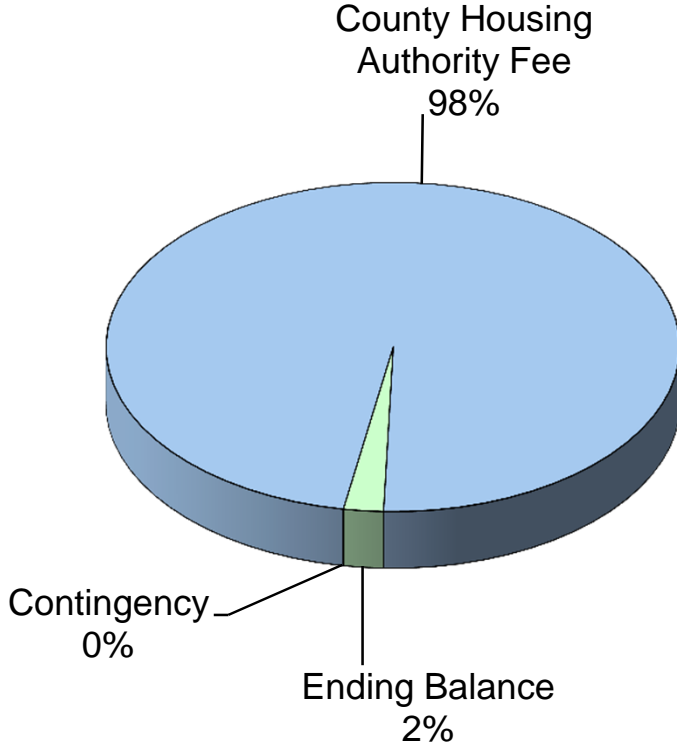


**COMMUNITY HOUSING IN-LIEU FUND - 52**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>276,893</b>	<b>77,296</b>	<b>7,296</b>	<b>7,363</b>	<b>12,275</b>	<b>68.2%</b>
<b>FUND REVENUE</b>						
3400-9400 Lot 5A	0	0	0	0	0	N/A
3400-9100 Blaine County Housing Auth Repay	0	0	0	0	0	N/A
3400-9500 ARCH Community Housing	0	0	0	0	0	N/A
3700-1000 Interest Earnings	403	67	0	5	0	N/A
3700-7500 Affordable Housing In-Lieu Fees	0	0	0	11,907	0	N/A
<b>TOTAL REVENUE</b>	<b>403</b>	<b>67</b>	<b>0</b>	<b>11,912</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>277,296</b>	<b>77,363</b>	<b>7,296</b>	<b>19,275</b>	<b>12,275</b>	<b>68.2%</b>

# Community Housing In-Lieu Fund Requirements



**COMMUNITY HOUSING FUND 52-4410**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>						
4200 Professional Services	0	0	0	0	0	N/A
6020 Blaine Co. Housing Authority Fee	70,000	70,000	7,000	7,000	12,000	71.4%
6990 Refunds	0	0	0	0	0	N/A
<b>TOTAL</b>	<b>70,000</b>	<b>70,000</b>	<b>7,000</b>	<b>7,000</b>	<b>12,000</b>	<b>71.4%</b>
<b>CAPITAL OUTLAY</b>						
7115 Workforce Housing Project	130,000	0	0	0	0	N/A
<b>TOTAL</b>	<b>130,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TRANSFERS TO OTHER FUNDS</b>						
8898 Transfer to Urban Renewal Fund	0	0	0	0	0	N/A
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>OPERATING CONTINGENCY 9930</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL COMMUNITY HOUSING APPROP.</b>	<b>200,000</b>	<b>70,000</b>	<b>7,000</b>	<b>7,000</b>	<b>12,000</b>	<b>71.4%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>77,296</b>	<b>7,363</b>	<b>296</b>	<b>12,275</b>	<b>275</b>	<b>-7.1%</b>
<b>TOTAL COMMUNITY HOUSING REQUIRE.</b>	<b>277,296</b>	<b>77,363</b>	<b>7,296</b>	<b>19,275</b>	<b>12,275</b>	<b>68.2%</b>



# Water Fund





# **Water Fund**

## **Purpose**

The Water Fund provides budget authority to support the operation, maintenance and improvement of the City of Ketchum water system.

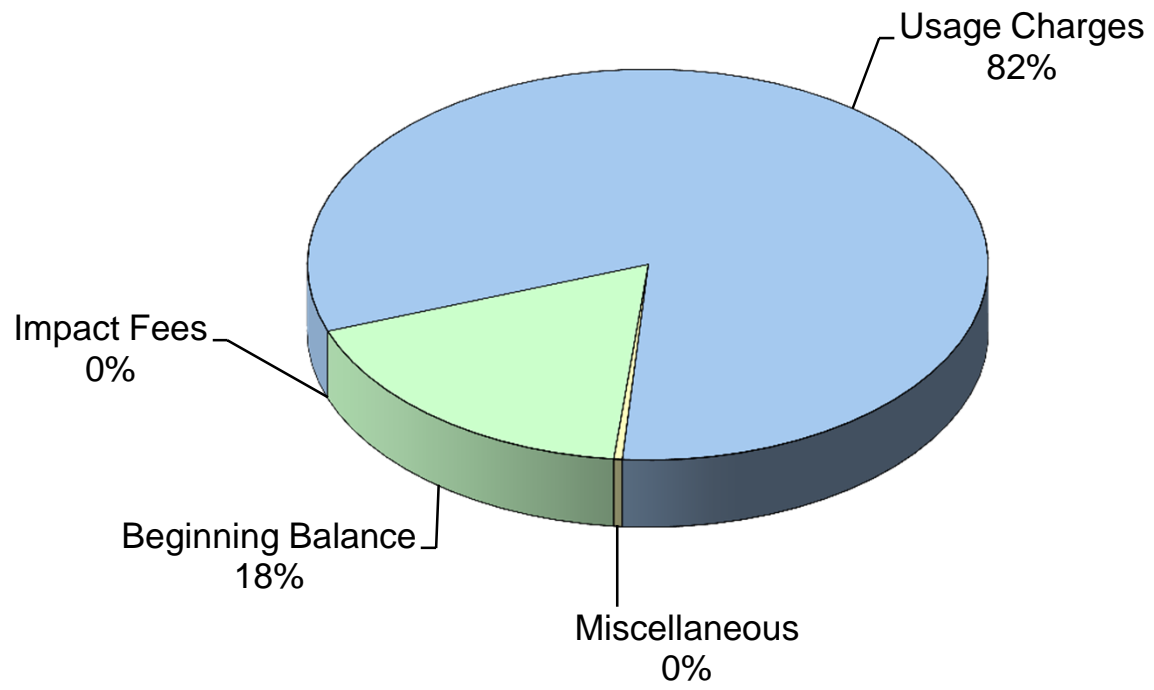
## **FY2014-2015 Objectives**

The objective of the Water Fund for FY2014-2015 is to supply potable water to City water customers and provide preventative and emergency maintenance for the system as needed. A 4.9 percent general rate increase is proposed in this budget to meet the need of increasing personnel and operational costs. A comprehensive rate study will be performed this fiscal year which may prompt an additional rate increase. The additional rate increase is necessary to fund capital projects in our C.I.P., such as replacing aging water pipelines. Capital projects for FY2014-2015 include repairs to broken water lines and installation of water meters on flat rate accounts. No large capital improvements are planned this fiscal year so that we can adjust revenues and increases reserves for projects in future fiscal years. Capital equipment purchases for FY2014-2015 will include replacement of measuring equipment and basic tools, and the purchase of water meters to support new construction and ongoing upgrades.

## **FY2014-2015 Staffing**

The Water Fund is supported by a cumulative total of 1.0 Elected Official Equivalents (EOE) and 4.55 FTE. The amounts budgeted in Personal Services reflect this total.

# Water Fund Resources

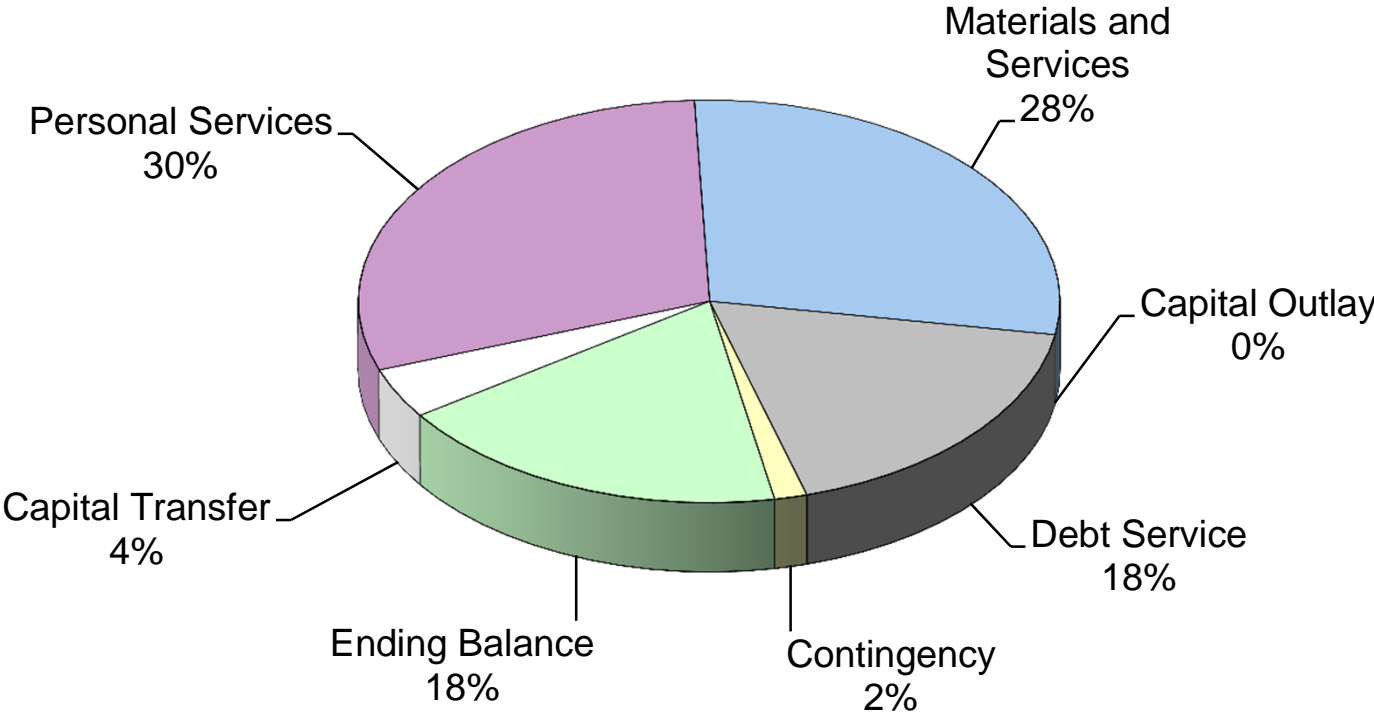


**WATER FUND - 63**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>33,474</b>	<b>156,111</b>	<b>305,172</b>	<b>335,805</b>	<b>355,386</b>	<b>16.5%</b>
<b>FUND REVENUE</b>						
3400-6100 Water Usage Charges	1,507,607	1,571,993	1,526,000	1,550,000	1,630,000	6.8%
3400-6600 Water Connection Fees	4,095	10,289	2,500	2,500	2,500	0.0%
3400-7200 Impact Fees	0	-3,015	0	0	0	N/A
3700-1000 Interest Earnings	4,227	3,657	3,000	3,500	3,500	16.7%
3700-7000 Miscellaneous Revenue	3,981	6,706	2,000	2,000	2,000	0.0%
<b>TOTAL REVENUE</b>	<b>1,519,910</b>	<b>1,589,630</b>	<b>1,533,500</b>	<b>1,558,000</b>	<b>1,638,000</b>	<b>6.8%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>1,553,384</b>	<b>1,745,741</b>	<b>1,838,672</b>	<b>1,893,805</b>	<b>1,993,386</b>	<b>8.4%</b>

# Water Fund Requirements



**WATER FUND 63-4340**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	331,634	309,655	349,050	345,234	340,763	-2.4%
1800	Differential Wages	9,321	10,955	7,647	9,000	7,647	0.0%
1900	Overtime	7,139	11,747	4,929	11,000	4,617	-6.3%
2700	Vacation/Sick Accrual	8,168		12,286	1,138	13,214	7.6%
2800	Employer Paid Taxes and Benefits	156,023	190,571	206,623	201,289	229,044	10.9%
	<b>TOTAL</b>	<b>512,285</b>	<b>522,928</b>	<b>580,535</b>	<b>567,661</b>	<b>595,285</b>	<b>2.5%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	2,640	1,166	3,000	2,500	2,500	-16.7%
3120	Data Processing	2,097	1,994	2,200	2,200	2,200	0.0%
3200	Operating Supplies	9,636	10,276	11,000	11,000	11,000	0.0%
3250	Laboratory Expense	2,315	663	3,000	3,000	3,000	0.0%
3400	Minor Equipment	611	199	500	250	500	0.0%
3500	Motor Fuels & Lubricants	14,823	15,170	16,000	16,000	16,000	0.0%
3600	Computer Software	3,923	2,827	4,000	4,000	4,000	0.0%
3800	Chemicals	10,519	7,994	10,500	9,000	10,000	-4.8%
4200	Professional Services	56,629	49,229	50,000	50,000	141,000	182.0%
4300	State & Water District Fees	7,000	7,000	7,000	8,400	8,400	20.0%
4600	Insurance	9,786	12,075	12,000	12,000	12,000	0.0%
4800	Dues, Subscriptions, Memberships	0	658	500	500	500	0.0%
4900	Personnel Travel, Training, Meet.	2,062	3,898	4,000	4,000	4,000	0.0%
5000	Administrative Expense	74,840	68,919	69,290	69,290	77,931	12.5%
5100	Telephone and Communications	5,910	7,215	6,000	6,000	6,000	0.0%
5110	Computer Network	2,778	2,141	2,500	1,500	2,500	0.0%
5200	Utilities	105,332	110,080	124,800	124,800	125,500	0.6%
5500	Right-of-Way Fee (Street Dept)	73,150	73,000	76,300	76,300	81,500	6.8%
6000	Repair & Maintenance-Automotive	6,080	6,836	7,500	7,000	9,500	26.7%
6100	Repair & Maintenance-Equipment	45,955	20,247	40,000	40,000	40,000	0.0%
6910	Other Purchased Services	962	2,407	500	1,000	1,000	100.0%
7100	Property and Easement Expense	0	0	6,275	6,275	6,275	0.0%
	<b>TOTAL</b>	<b>437,048</b>	<b>403,991</b>	<b>456,865</b>	<b>455,015</b>	<b>565,306</b>	<b>23.7%</b>

**WATER FUND 63-4340**

**REQUIREMENTS (Appropriations + Ending Cash Balance) - Continued**

		<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>DEBT SERVICE 64-4800</b>							
4200	Paying Agent Fees	0	0	500	500	500	0.0%
8110	Principal-Series 2006A	19,983	20,000	15,000	15,000	15,000	0.0%
8210	Interest-Series 2006A	122,877	122,077	121,078	121,078	120,328	-0.6%
8100	Principal-Series 2006B	104,983	110,000	120,000	120,000	125,000	4.2%
8200	Interest-Series 2006B	110,864	106,665	101,165	101,165	95,165	-5.9%
	<b>TOTAL</b>	<b>358,707</b>	<b>358,742</b>	<b>357,743</b>	<b>357,743</b>	<b>355,993</b>	<b>-0.5%</b>
<b>TRANSFERS</b>							
8864	Transfer to Water Capital Imp Fund	88,750	124,275	158,000	158,000	80,550	-49.0%
	<b>TOTAL</b>	<b>88,750</b>	<b>124,275</b>	<b>158,000</b>	<b>158,000</b>	<b>80,550</b>	<b>-49.0%</b>
<b>OPERATING CONTINGENCY 9930</b>							
		483	0	30,000	0	30,000	0.0%
<b>TOTAL WATER APPROPRIATIONS</b>		<b>1,397,273</b>	<b>1,409,936</b>	<b>1,583,143</b>	<b>1,538,419</b>	<b>1,627,134</b>	<b>2.8%</b>
<b>ENDING BALANCE (RESERVES)</b>		<b>156,111</b>	<b>335,805</b>	<b>255,529</b>	<b>355,386</b>	<b>366,252</b>	<b>43.3%</b>
<b>TOTAL WATER REQUIREMENTS</b>		<b>1,553,384</b>	<b>1,745,741</b>	<b>1,838,672</b>	<b>1,893,805</b>	<b>1,993,386</b>	<b>8.4%</b>

# **Water Capital Improvement Fund**





# **Water Capital Improvement Fund**

## **Purpose**

The Water Capital Improvement Fund was established to provide a segregated accounting for capital funds, including development impact fees, and for the administration of capital projects, including those identified through the City's Capital Improvement Plan (C.I.P.).

## **FY2014-2015 Objectives**

The objective of the Water Capital Improvement Fund for FY2014-2015 is to receive development impact fees and provide budget authority for capital projects.

**WATER CAPITAL  
IMPROVEMENT FUND - 64**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>20,541</b>	<b>32,787</b>	<b>32,641</b>	<b>39,641</b>	<b>20.9%</b>
<b>FUND REVENUE</b>						
3400-7200 Water Impact Fees	30,902	12,071	10,000	6,000	10,000	0.0%
3700-8763 Transfer from Water Fund	88,750	124,275	158,000	158,000	80,550	-49.0%
<b>TOTAL REVENUE</b>	<b>119,652</b>	<b>136,346</b>	<b>168,000</b>	<b>164,000</b>	<b>90,550</b>	<b>-46.1%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>119,652</b>	<b>156,887</b>	<b>200,787</b>	<b>196,641</b>	<b>130,191</b>	<b>-35.2%</b>

**WATER CAPITAL  
IMPROVEMENT FUND - 64-4340**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
6900 Miscellaneous Expense	0	0	10,000	10,000	10,000	0.0%
7100 Property and Easement Expense	6,275	5,750	0	0	0	N/A
7500 Automotive Equipment	0	0	0	0	8,000	N/A
7600 Machinery and Equipment	4,404	1,412	4,000	4,000	4,000	0.0%
7650 Water Meters	8,946	6,554	8,000	8,000	8,000	0.0%
7651 Water Meters to Flat Rate Customers	4,628	10,773	12,000	12,000	12,000	0.0%
7652 Convert Touch Read to Radio Read	3,137	0	0	0	0	N/A
7653 Water Meter Replacement	3,452	2,761	4,000	3,000	3,000	-25.0%
7800 Construction	51,780	96,996	60,000	60,000	60,000	0.0%
7801 Replace Generator W.S. Booster	0	0	60,000	60,000	0	-100.0%
7806 New Stand-by Generator Water/Adm.	16,489	0	0	0	0	N/A
<b>TOTAL APPROPRIATIONS</b>	<b>99,111</b>	<b>124,246</b>	<b>158,000</b>	<b>157,000</b>	<b>105,000</b>	<b>-33.5%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>20,541</b>	<b>32,641</b>	<b>42,787</b>	<b>39,641</b>	<b>25,191</b>	<b>-41.1%</b>
<b>TOTAL REQUIREMENTS</b>	<b>119,652</b>	<b>156,887</b>	<b>200,787</b>	<b>196,641</b>	<b>130,191</b>	<b>-35.2%</b>



# Wastewater Fund



# **Wastewater Fund**

## **Purpose**

The Wastewater Fund provides budget authority to support the operation, maintenance and improvement of the City of Ketchum wastewater system.

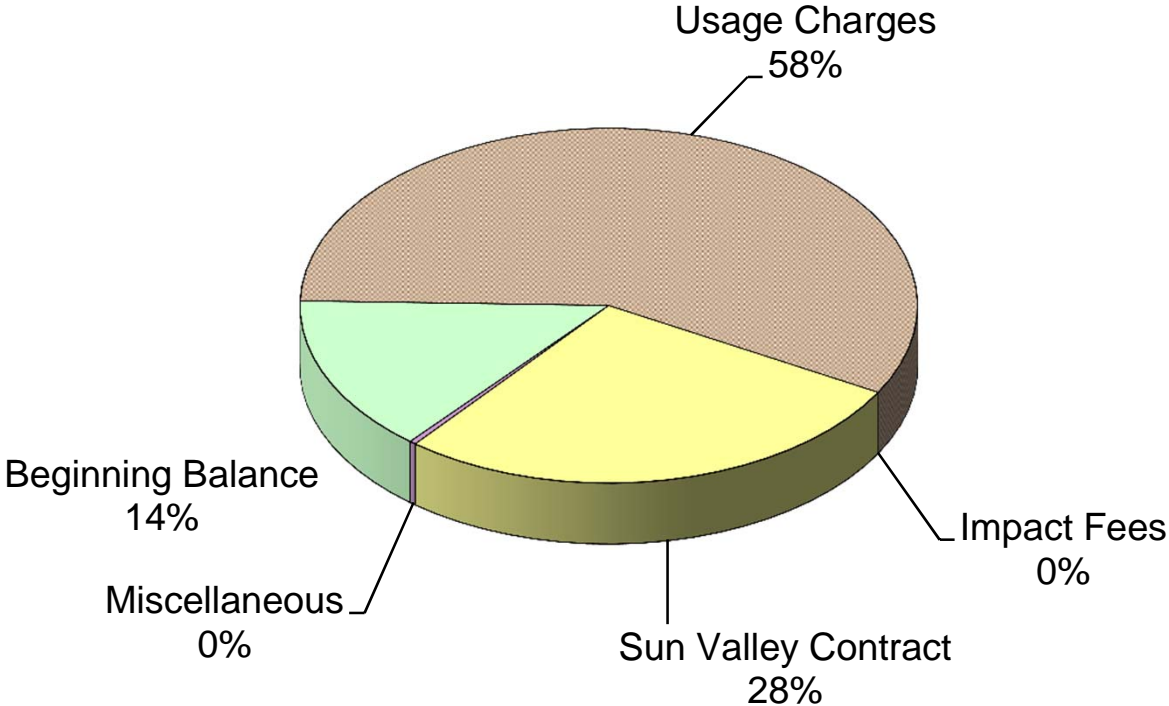
## **FY2014-2015 Objectives**

The objective of the Wastewater Fund for FY2014-2015 is to collect and treat the community's wastewater and provide preventative and emergency maintenance for the system as needed. A 4.9 percent general rate increase is proposed in this budget to meet the need of increasing personnel and operational costs. A comprehensive rate study will be performed this fiscal year which may prompt an additional rate increase. The additional rate increase is necessary to fund capital projects in our C.I.P. Capital improvement projects for this year include planning and design of an upgrade to the headworks facility. Capital equipment appropriations for FY2014-2015 include miscellaneous lab equipment, replacement cloth filter media, replacement UV lamps and ballast cards, and a series of smaller purchases designed to maintain current levels of service.

## **FY2014-2015 Staffing**

The Wastewater Fund is supported by a cumulative total of 1.0 Elected Official Equivalents (EOE) and 9.55 FTE. The amounts budgeted in Personal Services reflect this total.

# Wastewater Fund Resources



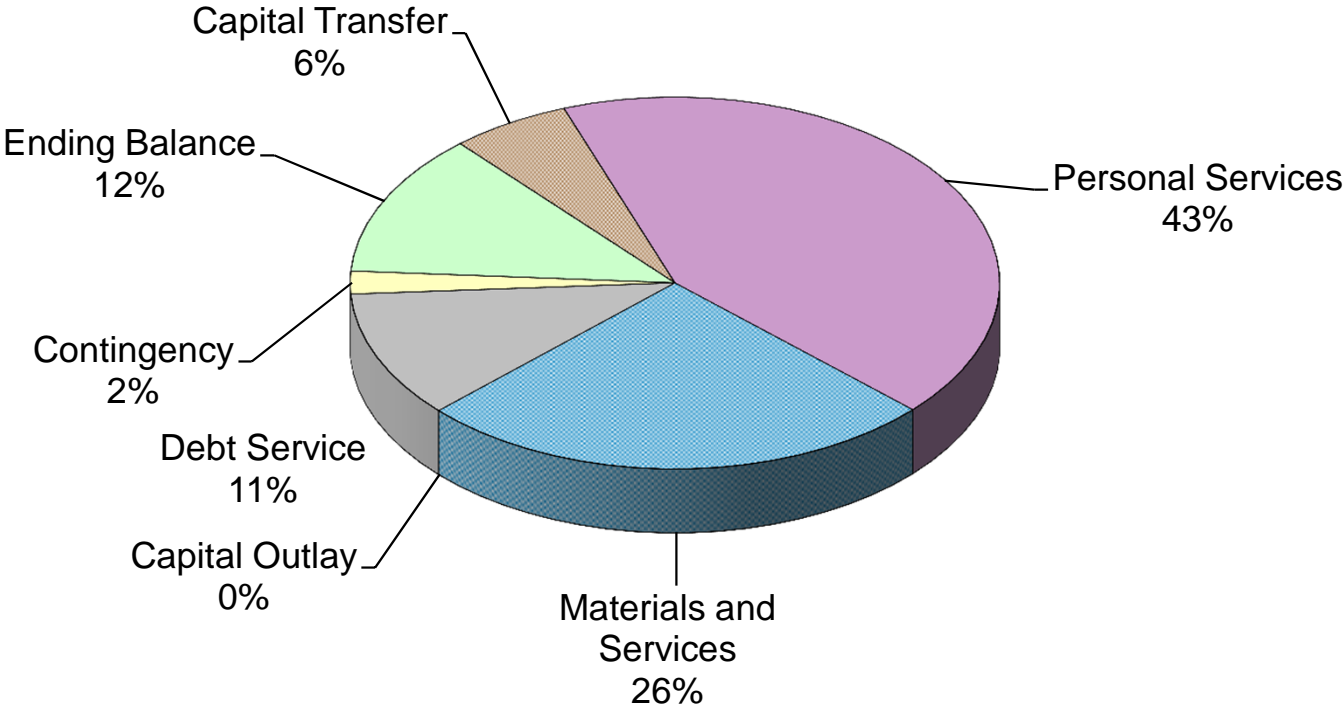


**WASTEWATER FUND - 65**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>1,177,412</b>	<b>883,132</b>	<b>1,152,211</b>	<b>606,083</b>	<b>360,204</b>	<b>-68.7%</b>
<b>FUND REVENUE</b>						
3400-7100 Wastewater Service Charges	1,301,133	1,348,020	1,385,000	1,390,000	1,454,000	5.0%
3400-7200 Impact Fees	0	0	0	0	0	N/A
3400-7300 Inspection Fees	240	280	0	100	100	N/A
3400-7600 Connection Fees	0	0	0	0	0	N/A
3400-7800 Sun Valley W & S District Contract	677,523	879,777	812,000	696,000	695,733	-14.3%
3400-7900 Ohio Gulch Co-Op Reimbursement	2,777	5,591	5,000	5,000	5,000	0.0%
3700-1000 Interest Earnings	5,698	4,830	5,000	3,700	3,000	-40.0%
3700-7000 Miscellaneous Revenue	138	142	500	200	500	0.0%
<b>TOTAL REVENUE</b>	<b>1,987,509</b>	<b>2,238,640</b>	<b>2,207,500</b>	<b>2,095,000</b>	<b>2,158,333</b>	<b>-2.2%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>3,164,921</b>	<b>3,121,772</b>	<b>3,359,711</b>	<b>2,701,083</b>	<b>2,518,537</b>	<b>-25.0%</b>

# Wastewater Fund Requirements



**WASTEWATER FUND 65-4350**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>ESTIMATED</b>	<b>PROPOSED</b>	<b>% CHANGE</b>
		<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2013-14</b>	<b>2014-15</b>	<b>FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1000	Salaries	548,175	532,114	575,959	572,143	575,635	-0.1%
1800	Differential Wages	23,781	22,334	27,635	25,000	27,635	0.0%
1900	Overtime	6,084	8,875	7,624	7,624	11,029	44.7%
2700	Vacation/Sick Accrual	7,924	0	22,460	1,138	24,575	9.4%
2800	Employer Paid Taxes and Benefits	278,497	364,126	385,283	379,949	431,254	11.9%
	<b>TOTAL</b>	<b>864,461</b>	<b>927,449</b>	<b>1,018,961</b>	<b>985,854</b>	<b>1,070,128</b>	<b>5.0%</b>
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	1,340	2,073	2,500	2,000	2,000	-20.0%
3120	Data Processing	3,145	2,991	3,000	3,000	3,000	0.0%
3200	Operating Supplies	16,389	18,948	22,000	22,000	22,000	0.0%
3400	Minor Equipment	108	101	600	200	200	-66.7%
3500	Motor Fuels & Lubricants	13,310	12,537	13,500	13,500	14,000	3.7%
3600	Computer Software	179	2,827	3,000	1,500	3,000	0.0%
3800	Chemicals	53,494	47,650	72,000	60,000	65,000	-9.7%
4200	Professional Services	21,438	32,807	37,000	37,000	37,000	0.0%
4600	Insurance	19,772	29,518	30,000	30,000	30,000	0.0%
4900	Personnel Travel, Training, Meet.	2,497	3,441	6,000	5,000	6,000	0.0%
5000	Administrative Expense	101,569	91,891	92,387	92,387	110,402	19.5%
5100	Telephone and Communications	4,558	4,195	4,500	4,500	4,500	0.0%
5110	Computer Network	3,136	1,704	2,500	1,500	2,500	0.0%
5200	Utilities	110,643	131,856	148,000	148,000	148,000	0.0%
5500	Right-of-Way Fee (Street Dept)	64,500	64,250	69,250	69,250	72,700	5.0%
6000	Repair & Maintenance-Automotive	8,955	4,988	9,000	5,000	5,000	-44.4%
6100	Repair & Maintenance-Equipment	49,049	58,045	60,000	60,000	60,000	0.0%
6150	Ohio Gulch Repair and Replace	1,000	0	5,000	5,000	5,000	0.0%
6900	Other Purchased Services	13,200	37,744	55,000	55,000	65,000	18.2%
	<b>TOTAL</b>	<b>488,282</b>	<b>547,567</b>	<b>635,237</b>	<b>614,837</b>	<b>655,302</b>	<b>3.2%</b>

**WASTEWATER FUND 65-4350**

**REQUIREMENTS (Appropriations + Ending Cash Balance) - Continued**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>	
<b>DEBT SERVICE 65-4800</b>							
4200	Paying Agent Fees	500	500	5,000	500	-90.0%	
8100	Principal-Series 2004	85,000	90,000	90,000	95,000	5.6%	
8200	Interest-Series 2004	56,610	53,548	50,398	47,184	-6.4%	
8110	Principal-Series 2006	74,983	75,000	80,000	85,000	6.3%	
8210	Interest-Series 2006	62,094	59,095	55,345	51,345	-7.2%	
	<b>TOTAL</b>	<b>279,187</b>	<b>278,142</b>	<b>280,743</b>	<b>276,243</b>	<b>-0.6%</b>	
<b>TRANSFERS</b>							
8867	Transfer to WWater Capital Imp Fund	649,376	762,531	463,945	463,945	150,000	-67.7%
	<b>TOTAL</b>	<b>649,376</b>	<b>762,531</b>	<b>463,945</b>	<b>463,945</b>	<b>150,000</b>	<b>-67.7%</b>
<b>OPERATING CONTINGENCY 9930</b>							
		483	0	55,000	0	50,000	-9.1%
<b>TOTAL WASTEWATER APPROPRIATIONS</b>		<b>2,281,789</b>	<b>2,515,690</b>	<b>2,453,886</b>	<b>2,340,879</b>	<b>2,204,459</b>	<b>-10.2%</b>
<b>ENDING BALANCE (RESERVES)</b>		<b>883,132</b>	<b>606,083</b>	<b>905,825</b>	<b>360,204</b>	<b>314,078</b>	<b>-65.3%</b>
<b>TOTAL WASTEWATER REQUIREMENTS</b>		<b>3,164,921</b>	<b>3,121,772</b>	<b>3,359,711</b>	<b>2,701,083</b>	<b>2,518,537</b>	<b>-25.0%</b>

# **Wastewater Capital Improvement Fund**



# **Wastewater Capital Improvement Fund**

## **Purpose**

The Wastewater Capital Improvement Fund was established to provide a segregated accounting for capital funds, including development impact fees, and for the administration of capital projects, including those identified through the City's Capital Improvement Plan (C.I.P.).

## **FY2014-2015 Objectives**

The objective of the Wastewater Capital Improvement Fund for FY2014-2015 is to receive development impact fees and provide budget authority for capital projects.

**WASTEWATER CAPITAL  
IMPROVEMENT FUND - 67**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>149,540</b>	<b>160,448</b>	<b>167,589</b>	<b>221,034</b>	<b>37.8%</b>
<b>FUND REVENUE</b>						
3400-7200 Wastewater Impact Fees	14,583	36,788	12,000	0	12,000	0.0%
3700-8765 Transfer from Wastewater Fund	649,376	762,531	463,945	463,945	150,000	-67.7%
<b>TOTAL REVENUE</b>	<b>663,959</b>	<b>799,319</b>	<b>475,945</b>	<b>463,945</b>	<b>162,000</b>	<b>-66.0%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>663,959</b>	<b>948,859</b>	<b>636,393</b>	<b>631,534</b>	<b>383,034</b>	<b>-39.8%</b>



**WASTEWATER CAPITAL  
IMPROVEMENT FUND - 67**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>CAPITAL OUTLAY</b>						
7500 Automotive Equipment	0	0	0	0	0	N/A
7600 Machinery and Equipment	44,838	30,576	78,600	63,000	118,000	50.1%
7800 Construction	18,892	3,612	5,000	2,500	5,000	0.0%
7801 Reuse Pump Station	284,566	601,290	20,000	17,000	0	-100.0%
7802 Reuse Engineering	80,706	69,647	0	0	0	N/A
7803 Reuse Contingencies	6,330	0	0	0	0	N/A
7804 Aeration Blower Upgrade/Replace	39,287	76,144	328,000	328,000	0	-100.0%
7805 Repair Clarifier #1 Dome	0	0	0	0	0	N/A
7806 Stand-by Generator-Admin Building	0	0	0	0	0	N/A
7807 Re-surface Office/Brick Buildings	39,800	0	0	0	0	N/A
7808 Headworks Planning and Design	0	0	145,000	0	145,000	0.0%
7809 Energy Efficiency Projects	0	0	0	0	50,000	N/A
<b>TOTAL APPROPRIATIONS</b>	<b>514,419</b>	<b>781,270</b>	<b>576,600</b>	<b>410,500</b>	<b>318,000</b>	<b>-44.8%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>149,540</b>	<b>167,589</b>	<b>59,793</b>	<b>221,034</b>	<b>65,034</b>	<b>8.8%</b>
<b>TOTAL REQUIREMENTS</b>	<b>663,959</b>	<b>948,859</b>	<b>636,393</b>	<b>631,534</b>	<b>383,034</b>	<b>-39.8%</b>



# Police Trust Fund



## **Police Trust Fund**

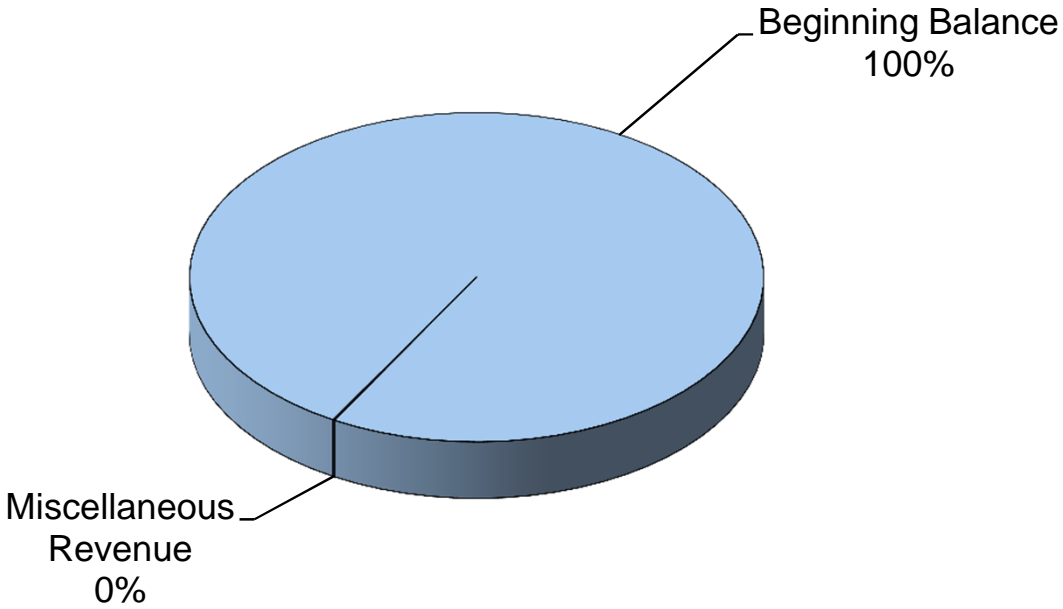
### **Purpose**

The Police Trust Fund provides budget authority to receive and expend money obtained through narcotics-related criminal forfeitures and other criminal forfeitures. Federal law requires that money received through such forfeitures be segregated into separate funds and that the receipt and expenditure of such money be accounted apart from other City functions. Federal law also limits the expenditure of such funds to specific uses, such as drug enforcement and education activities and capital equipment or improvements.

### **FY2014-2015 Objectives**

The objective of the Police Trust Fund for FY2014-2015 is to support the financial needs of the Police Department's capital equipment and improvement projects on an "as-needed" basis.

# Police Trust Fund Resources

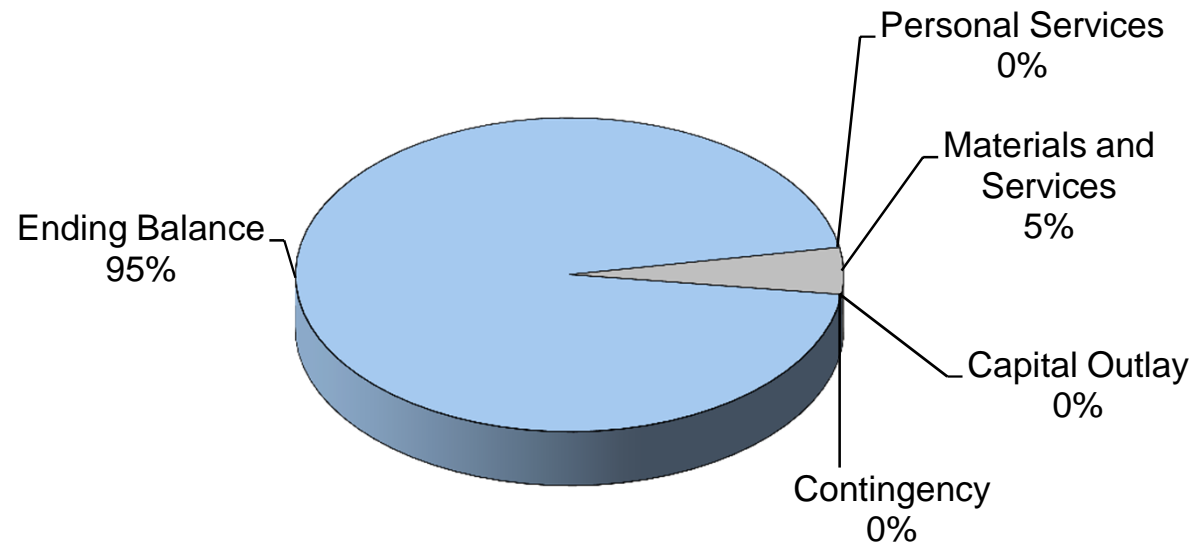


**POLICE TRUST FUND - 90**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>108,044</b>	<b>108,580</b>	<b>108,580</b>	<b>108,875</b>	<b>103,975</b>	<b>-4.2%</b>
<b>FUND REVENUE</b>						
3300-1120 Byrne Grant	0	0	0	0	0	N/A
3700-1000 Interest Earnings	233	195	0	100	100	N/A
3700-6500 Donations - Private	0	100	0	0	0	N/A
3700-7000 Miscellaneous Revenue	303	0	0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>536</b>	<b>295</b>	<b>0</b>	<b>100</b>	<b>100</b>	<b>N/A</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>108,580</b>	<b>108,875</b>	<b>108,580</b>	<b>108,975</b>	<b>104,075</b>	<b>-4.1%</b>

## Police Trust Fund Requirements





**POLICE TRUST FUND 90-4900**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
2000	Personal Services	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>MATERIALS AND SERVICES</b>							
3200	Operating Supplies	0	0	0	0	0	N/A
3250	Halloween Supplies	0	0	0	0	0	N/A
3600	Computer Software	0	0	0	0	0	N/A
4200	Professional Services	0	0	0	0	0	N/A
4900	Travel, Training and Meetings	0	0	0	0	0	N/A
6900	Miscellaneous Expense	0	0	5,000	5,000	5,000	N/A
6910	Other Purchased Services	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>N/A</b>
<b>CAPITAL OUTLAY</b>							
7400	Office Furniture & Equipment	0	0	0	0	0	N/A
7500	Automotive Equipment	0	0	0	0	0	N/A
7600	Other Machinery & Equipment	0	0	0	0	0	N/A
7800	Building Construction	0	0	0	0	0	N/A
	<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>OPERATING CONTINGENCY 9930</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL POLICE TRUST APPROPRIATIONS</b>		<b>0</b>	<b>0</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0.0%</b>
<b>ENDING BALANCE (RESERVES)</b>		<b>108,580</b>	<b>108,875</b>	<b>103,580</b>	<b>103,975</b>	<b>99,075</b>	<b>-4.3%</b>
<b>TOTAL POLICE TRUST REQUIREMENTS</b>		<b>108,580</b>	<b>108,875</b>	<b>108,580</b>	<b>108,975</b>	<b>104,075</b>	<b>-4.1%</b>



# Fire Trust Fund



## **Fire Trust Fund**

### **Purpose**

The Fire Trust Fund provides budget authority to receive and expend money obtained through grants and donations. Federal law typically requires that money received through grants be segregated into separate funds and that the receipt and expenditure of such money be accounted apart from other City functions. The fund also provides an avenue to segregate donations to assure that such funds are spent in accordance with the instructions of donors.

### **FY2014-2015 Objectives**

The objective of the Fire Trust Fund for FY2014-2015 is to support the financial needs of the Fire Department's grant funding efforts and to provide for acquisition of items funded through grants and donations on an "as-needed" basis.

**FIRE TRUST FUND - 92**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>-33,621</b>	<b>-33,621</b>	<b>N/A</b>
<b>FUND REVENUE</b>						
3300-1120 Grants - Federal	0	206,874	0	0	0	N/A
3300-4100 Grants - State	0	2,500	0	0	0	N/A
3310-9100 Castle Rock Fire - Id Dept of Lands	0	0	0	0	0	N/A
3300-4200 Grants - Private	0	0	0	0	0	N/A
3700-6500 Donations - Private	0	0	0	0	0	N/A
3700-6600 Donations - St. Alphonsus	0	0	0	0	0	N/A
3700-7000 Miscellaneous Revenue	34,500	0	0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>34,500</b>	<b>209,374</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>34,500</b>	<b>209,375</b>	<b>0</b>	<b>-33,621</b>	<b>-33,621</b>	<b>N/A</b>

**FIRE TRUST FUND 92-4900**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

		<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>PERSONAL SERVICES</b>							
1500	On-Call Wages-Beaver Creek Fire	0	24,537	0	0	0	N/A
1900	Overtime-Beaver Creek Fire	0	5,094	0	0	0	N/A
2800	Employer Paid Taxes/Benefits-C.R.	0	3,990	0	0	0	N/A
	<b>TOTAL</b>	0	33,621	0	0	0	N/A
<b>MATERIALS AND SERVICES</b>							
3100	Office Supplies and Postage	0	0	0	0	0	N/A
3200	Operating Supplies	0	0	0	0	0	N/A
3599	Motor Fuels and Lubricants	0	0	0	0	0	N/A
4200	Professional Services	0	0	0	0	0	N/A
4900	Travel, Training and Meetings	0	0	0	0	0	N/A
5199	Telephone and Communications	0	0	0	0	0	N/A
6910	Other Purchased Services	0	0	0	0	0	N/A
	<b>TOTAL</b>	0	0	0	0	0	N/A
<b>CAPITAL OUTLAY</b>							
7600	Other Machinery & Equipment	34,499	209,375	0	0	0	N/A
	<b>TOTAL</b>	34,499	209,375	0	0	0	N/A
<b>TOTAL FIRE TRUST APPROPRIATIONS</b>		<b>34,499</b>	<b>242,996</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>ENDING BALANCE (RESERVES)</b>		<b>1</b>	<b>-33,621</b>	<b>0</b>	<b>-33,621</b>	<b>-33,621</b>	<b>N/A</b>
<b>TOTAL FIRE TRUST REQUIREMENTS</b>		<b>34,500</b>	<b>209,375</b>	<b>0</b>	<b>-33,621</b>	<b>-33,621</b>	<b>N/A</b>





# **Development Trust Fund**



## **Development Trust Fund**

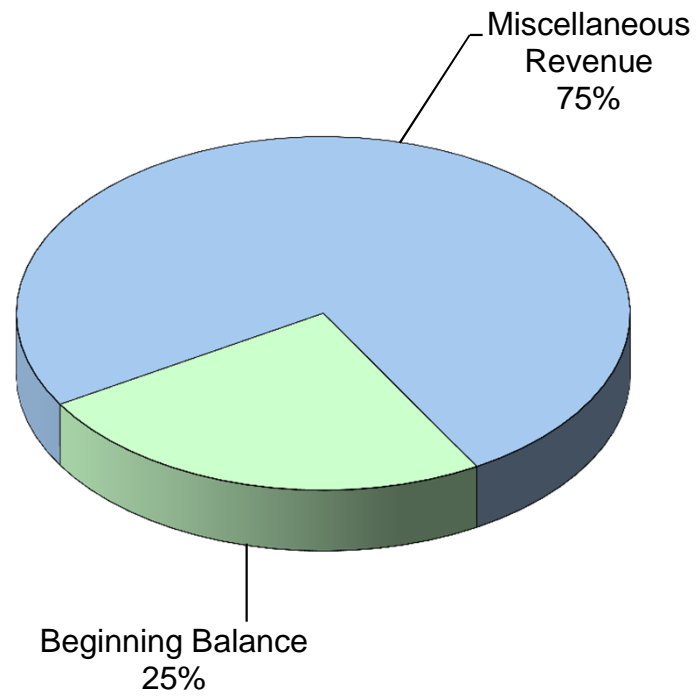
### **Purpose**

The Development Trust Fund provides budget authority to receive and expend money obtained through development security agreements. Development security agreements require developers to provide security deposits to assure that improvements stipulated through the planning and zoning process are accomplished. If a developer fails to install required improvements, the City may use the related security deposit to satisfy the requirement. If improvements are accomplished as required, the deposits are refunded to the developer.

### **FY2014-2015 Objectives**

The objective of the Development Trust Fund for FY2014-2015 is to support the use of security deposit related to planning and zoning process.

## Development Trust Fund Resources

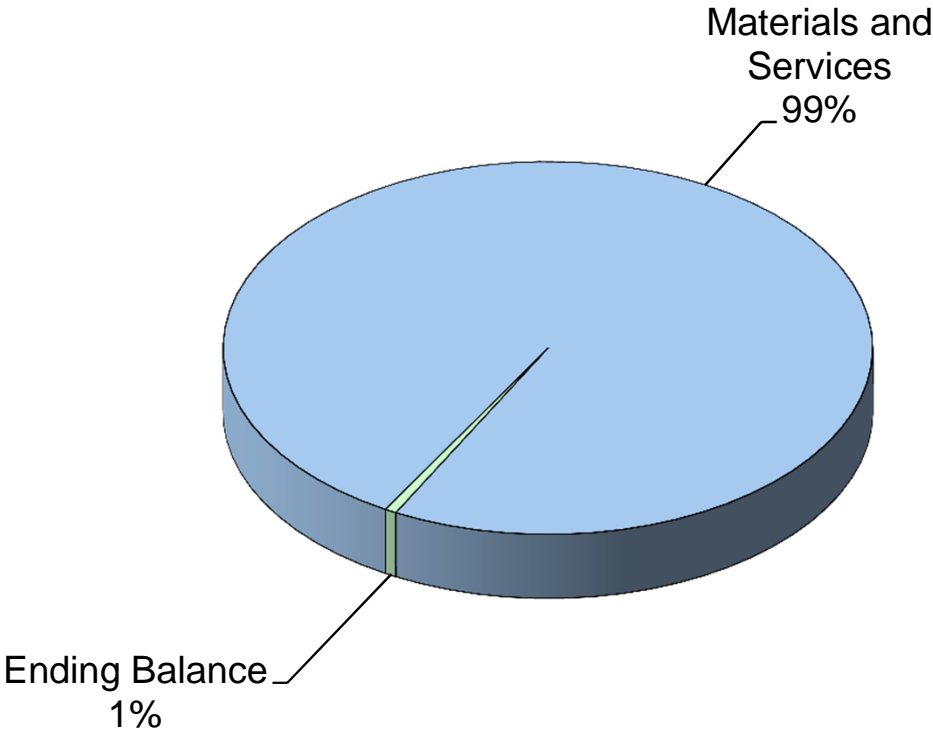


**DEVELOPMENT TRUST FUND - 94**

**RESOURCES (Beginning Cash Balance + Revenues)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>BEGINNING CASH BALANCE</b>	<b>16,981</b>	<b>24,677</b>	<b>71,047</b>	<b>51,916</b>	<b>17,406</b>	<b>-75.5%</b>
<b>FUND REVENUE</b>						
3700-1000 Interest Earnings	12	8	0	0	0	N/A
3700-7000 Development Retainer Fees	5,315	10,630	25,000	20,000	53,000	112.0%
3700-8020 Okland Contruction-Northwood Place	0	0	0	0	0	N/A
3700-8021 Marc Schorr-Demo Security	0	0	0	0	0	N/A
3700-8022 Jean-Bob Subdivision Demo Security	0	0	0	0	0	N/A
3700-8023 Intermountain Cap-880 Walnut Demo	7,260	0	0	0	0	N/A
3700-8024 420 1/2 First St E Demo Security	1,000	0	0	0	0	N/A
3700-8025 Morris Hitson Demo Security	17,700	0	0	0	0	N/A
3700-8026 TBDBV LLC Demo Security	13,194	0	0	0	0	N/A
3700-8027 BVO Demo Security	2,250	0	0	0	0	N/A
3700-8028 Bigwood Bread-Demo Security	0	750	0	0	0	N/A
3700-8029 Degennaro Residence Demo Sec	0	4,500	0	0	0	N/A
3700-8030 620 East Siselle Demo Security	0	12,000	0	0	0	N/A
3700-8031 M Nicolais Demo Security	0	6,308	0	0	0	N/A
3700-8032 Grabowski Demo Security	0	17,250	0	0	0	N/A
3700-8033 Park Place III Security	0	4,575	0	0	0	N/A
3700-8034 Park Place IV Security	0	2,700	0	0	0	N/A
3700-8035 Kendall Luff Demo Security	0	15,810	0	0	0	N/A
<b>TOTAL REVENUE</b>	<b>46,731</b>	<b>74,531</b>	<b>25,000</b>	<b>20,000</b>	<b>53,000</b>	<b>112.0%</b>
<b>TOTAL RESOURCES (Balance + Revenues)</b>	<b>63,712</b>	<b>99,208</b>	<b>96,047</b>	<b>71,916</b>	<b>70,406</b>	<b>-26.7%</b>

# Development Trust Fund Requirements



**DEVELOPMENT TRUST FUND 94-4900**

**REQUIREMENTS (Appropriations + Ending Cash Balance)**

	<b>ACTUAL 2011-12</b>	<b>ACTUAL 2012-13</b>	<b>ADOPTED 2013-14</b>	<b>ESTIMATED 2013-14</b>	<b>PROPOSED 2014-15</b>	<b>% CHANGE FY15/FY14</b>
<b>MATERIALS AND SERVICES</b>						
6910 Other Purchased Services	4,478	0	70,000	30,000	70,000	0.0%
6600 Refunds- P&Z Retainer Fees		5,148	0	0	0	N/A
7001 James Baldwin	0	0	0	0	0	N/A
7002 Creekside Development	0	0	0	0	0	N/A
7003 Dave Wendland	1,410	0	0	0	0	N/A
7004 Englemann, Inc. (Jack Bunce)	0	0	0	0	0	N/A
8022 Jean-Bob Subdivision Deposit	0	0	0	0	0	N/A
8023 Intermountain Cap-880 Walnut-Demo	0	0	0	7,260	0	N/A
8025 Morris Hitson Demo Security	17,702	0	0	0	0	N/A
8026 TBDBV LLC Demo Security	13,195	0	0	0	0	N/A
8027 BVO Demo Security	2,250	0	0	0	0	N/A
8028 Bigwood Bread Demo Security	0	750	0	0	0	N/A
8030 620 East Sisilli Demo Security	0	12,001	0	0	0	N/A
8031 M. Nicolais-Demo Sec		6,308	0	0	0	N/A
8032 Grabowski (Farnham Const)-Demo	0	0	0	17,250	0	N/A
8033 Park Place III ImprovementSecurity		4,575	0	0	0	N/A
8034 Park Place IV ImprovementSecurity		2,700	0	0	0	N/A
8035 Kendall Luff Const-Demo Sec	0	15,810	0	0	0	N/A
<b>TOTAL DEVELOP TRUST APPROPRIATIONS</b>	<b>39,035</b>	<b>47,292</b>	<b>70,000</b>	<b>54,511</b>	<b>70,000</b>	<b>0.0%</b>
<b>ENDING BALANCE (RESERVES)</b>	<b>24,677</b>	<b>51,916</b>	<b>26,047</b>	<b>17,406</b>	<b>406</b>	<b>-98.4%</b>
<b>TOTAL DEVELOP TRUST REQUIREMENTS</b>	<b>63,712</b>	<b>99,208</b>	<b>96,047</b>	<b>71,916</b>	<b>70,406</b>	<b>-26.7%</b>

# City of Ketchum, Idaho

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



August 4, 2014

Mayor Jonas and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Jonas and City Councilors:

## **First Reading of Ordinance No. 1119 The FY 14-15 Annual Appropriations Ordinance**

### Introduction/History

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

On August 4, 2014 the Council adopted Resolution No. 14-015 approving the proposed budget for Fiscal Year Beginning October 1, 2014 and ending September 30, 2015, containing the proposed expenditures and revenues necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing Thereon.

### Current Report

The City Council will hold a Public Hearing on August 26, 2014 at 5:30 p.m. for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2014-15) at which time any taxpayer may appear and be heard upon any part or parts of said budget.

The City Council will consider adopting Ordinance Number 1119, entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2014, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

### Financial Requirement/Impact

The Fiscal Year 2014-15 City Budget provides budget authority for the services and projects the City anticipates to provide during the new fiscal year.



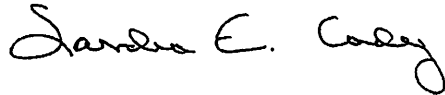
Recommendation

I respectfully recommend that the Ketchum City Council conduct the first reading of the Annual Appropriation Ordinance No. 1119.

Recommended Motion

*"I move to approve the first reading of Ordinance No. 1119, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.*

Sincerely,

A handwritten signature in cursive script that reads "Sandra E. Cady".

Sandra E. Cady, CMC  
City Treasurer/Clerk

ORDINANCE NO. 1119

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho.

SECTION 1: That the sum of \$18,916,218 be, and the same is appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2014.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund	5,388,308
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund	1,627,134
Water Capital Improvement Fund	105,000
Wastewater Fund	2,204,459
Wastewater Capital Improvement Fund	318,000
Total Water and Wastewater Funds	4,254,593

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

Wagon Days Fund	104,561
Street Maintenance Fund	1,772,709
Street Capital Improvement Fund	25,000
Law Enforcement Capital Improvement Fund	0

Fire and Rescue Fund	900,008
Fire Capital Improvement Fund	0
Ambulance Services Fund	1,252,963
Parks and Recreation Fund	1,057,191
Parks & Recreation Capital Improvement Fund	0
Parks & Recreation Trust Fund	44,100
Local Option Tax Fund	2,167,758
LOT-Additional 1% Fund	1,586,882
GO Bond Debt Service Fund	150,145
Idaho Power Franchise Fund	125,000
In-Lieu Housing Fund	12,000
Police Trust Fund	5,000
Fire Trust Fund	0
Development Trust Fund	70,000
 Total Other Funds	 9,273,317

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2014.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 26th day of August, 2014.

ATTEST:

_____  
Nina Jonas  
Mayor

_____  
SANDRA E. CADY, CMC  
City Clerk

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Ordinance No. 1119  
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**REGULAR KETCHUM CITY COUNCIL MEETING**  
**Monday, July 21, 2014 at 5:30 p.m.**  
**Ketchum City Hall, 480 East Avenue N., Ketchum, Idaho**

**Present:** Mayor Nina Jonas  
Council President Michael David  
Councilor Anne Corrock  
Councilor Baird Gourlay  
Councilor Jim Slanetz (by phone)

**Also Present:** Special City Attorney Susan Buxton  
Ketchum Director of Planning and Building Joyce Allgaier  
Ketchum Assistant to the City Administrator Lisa Enourato  
Ketchum Police Chief Dave Kassner  
Ketchum Administrative Clerk Katie Carnduff  
Minutes written by Ketchum Recording Secretary Sunny Grant

1. **The meeting was called to order by Mayor Nina Jonas at 5:40pm.**
2. **Communications from Mayor and Councilors**
  - a. **Communications from Mayor & Council**
    - Council President Michael David said he'd been quoted as saying he thought the City of Sun Valley should be a Ketchum Parks and Rec funding partner. He would in fact like for Ketchum to approach Sun Valley to discuss Sun Valley being a funding partner of Ketchum Parks and Rec.
    - Councilor Anne Corrock said Ketchum Police Chief Dave Kassner requested the City pass a law to regulate the RV parking area. Apparently, cars are parking in the RV ONLY area. Chief Kassner said it makes sense to have a law in place permitting the RV parking, along with a definition of what is and is not an RV, and the hours that RV parking is permitted. Councilor Corrock said Council needed to determine what months and what hours the RV parking is permitted. She added that a truck pulling a boat should be able to stop and visit Ketchum as well. Mayor Nina Jonas said the Traffic Committee would look into it.
    - Councilor Corrock said Ketchum is now a member of the Colorado Association of Ski Towns (CAST). She would like for Ketchum to send a representative to an upcoming meeting; and, in particular, to get some information on Colorado's local option tax (LOT) collection from Vacation Rentals by Owner (VRBO). Councilor Baird Gourlay said it would be good to attend one of the shoulder season meetings.
  - b. **Communications from Council Liaisons: Mountain Rides**
    - Councilor David said Mountain Rides is preparing to release construction documents on the transportation hub.
    - Councilor David said Mountain Rides learned last week that ITD made a mistake in the funding application cycle for FY2015, resulting in significantly less federal funding for 2015. The Mountain Rides Board would like to enhance late-night service and bus stop improvements, but it may be a challenge to just continue current service.
    - Mountain Rides Town routes ridership is up for June over 2013.
    - Mountain Rides expects to break ground next spring on the maintenance and storage facility in Bellevue.
3. **Communications from the Public for items not on the agenda.**
  - Ketchum Community Development Corporation Executive Director Jon Duval thanked Ketchum Council for funding the Ketchum Innovation Center (KIC) building, but asked Council to check into funding KIC overhead.

**4. Visit Sun Valley Quarterly Update**

[5:55:00 pm](#) Arlene Schieven, Visit Sun Valley President and CMO, said sales indicators for October through April showed Ketchum and Sun Valley LOT down about 3%, but increasing considerably in May. Skier visits were down 10% this past winter; but accommodations were up 66% for October through June. Winter visitors—hotel stays, second homeowners, day visitors and people staying with friends and relatives—were up 6.4% over last year. The airport survey showed an increase in enplanements, and the percentage of people on the planes was almost 83%. Summer occupancies in Ketchum in June are up 4%.

Sun Valley Marketing Alliance (SVMA) will be transitioning its website accommodation sales on July 31 from VacationRoost.com to Ski.com. Ski.com can assist guests with both accommodations and airlines.

Website visits to date are up almost 50%, with major increases in San Francisco, Los Angeles, and Seattle, where the SVMA is targeting its marketing money. Boise was added to this summer's market for regional events, and website visits are increasing. SVMA is now marketing in New York, which along with Boise have turned out to be the strongest

market so far this summer. Next year, Boise will be a market year-round and Salt Lake will be at least a summer market. Originating flights from Denver and New York are strong.

SVMA has already reached its year-end social media target for Instagram and Twitter. Facebook is close to its year-end target.

Sun Valley received 13 Top Ten accolades this year. SVMA has hosted writers from RV magazine, the Australia Associated Press and got great coverage in news magazines, niche magazines, blogs, etc.

The Summer campaign May through September is funded entirely by the new 1% LOT; and is focused on Denver, New York, San Francisco, L.A. and Seattle. The best results are coming from the 30-second video ads, so more video ads are being produced for next winter and also next summer.

SVMA is outreaching to all kinds of local groups, from second homeowners to builders and architects, to make them aware of SVMA. Membership is up, especially as a result of welcoming service-based businesses and lowering next year's membership fee.

SVMA is moving ahead with winter marketing plans, although the budget is not yet set.

- Councilor Corrock asked how much Ketchum is talked about in the "Visit Sun Valley" marketing campaign. Schieven said the brand "Sun Valley" has the greatest global recognition in the marketplace, and even Sun Valley isn't that well known. There's a lot of information about Ketchum on the Visit Sun Valley website, once people get to it.

PUBLIC COMMENT:

- KURA Vice-Chairman Trish Wilson asked how SVMA would track room nights when Sun Valley Resort closes the Lodge.

Schieven said the number of rooms available locally will go down, so occupancy will be a higher percentage. SVMA looks at the number of room nights sold as the primary indicator. Sun Valley will have more than 300 rooms available; but weeks that are typically full should see an increase in Ketchum hotel stays and LOT numbers.

#### COMMUNICATIONS FROM STAFF

##### **5. Vue Townhomes Subdivision Final Plat – Thomas Monge and Elmar Grabher, 105 Pinewood Lane (Lot 19, Parkwood Subdivision – Joyce Allgaier, Director of Planning and Building.**

This is Vue Townhomes two-lot Subdivision final plat, which conforms with preliminary plat that Council approved at a previous meeting, with one main exception. Council and neighbors suggested the applicant move the internal lot line between 19A and 19B about 2½ft to the east to allow for some additional setback on their westernmost boundary.

[6:10:00 pm](#) Ketchum Director of Planning and Building Joyce Allgaier said Ketchum would become owner of the dedicated water line and sewer line in the two easements. The two easements are not yet complete, so Final Plat is amended to include Condition of Approval #9 that a performance bond in the amount of 150% of the cost of outstanding required city improvements will be filed with the City Clerk to insure satisfactory construction of the required improvements. Both the list of itemized improvements and the final cost amount for those improvements shall meet with the approval of the Public Works Director/City Engineer and final plat shall not be signed by the City Clerk until such bond is provided. The Ketchum Planning Department frequently collects bonds for public infrastructure and other improvements associated with subdivisions and townhomes.

PUBLIC COMMENT – None

- Councilor Corrock commended the applicant on working with neighbors to arrive at a satisfactory agreement.
- Councilor Slanetz said everyone in agreement was a good move.

**Council President Michael David moved to approve the application by Thomas Monge and Elmar Grabher for the subdivision of Lot 19, Parkwood Subdivision, into Lots 19A and 19B, Final Plat, with Conditions 1 through 9. Motion seconded by Councilor Baird Gourlay, and passed unanimously.**

##### **6. Ketchum Natural Resource, Water and Energy Conservation Implementation Scope of Work.**

[6:14:00 pm](#) City Attorney Susan Buxton said Ketchum's updated Comprehensive Plan, approved in February, 2014, put forth a number of goals. The Comprehensive Plan itself is not a legal document, but is a guideline for making an implementation plan. Staff looked through the Comp Plan and grouped items that would contribute to a plan for water and energy conservation. City Attorney Buxton discussed the scope of work with Ketchum Public Works Director/City Engineer Robyn Mattison and Director of Planning and Building Joyce Allgaier and determined that much of the work can be done in-house, with the outside assistance of Wendy Pabich, a local water expert. Public Works will be addressing water resources and conjunctive management issues over the next few years, and this Scope of Work would include that as well.

Councilors said that energy resources is in line with one of the stated goals for FY2015.

PUBLIC COMMENT – None

Staff will present Council with a formal Scope of Work and budget at a future meeting.

## **AGREEMENTS AND CONTRACTS**

### **Lease Agreement with Sun Valley Company for use of the River Run Upper Parking Lot during Wagon Days**

[6:20:35 pm](#) Ketchum Administrative Clerk Katie Carnduff said this is an annual lease agreement to allow parade participants to park in the River Run Upper Parking Lot. The contract is exactly the same as last year.

Councilor Corrock asked what was charged and how much revenue there was, and if RV public parking can be put there during the event as well. Carnduff will check with Sun Valley Events.

**Councilor Baird Gourlay moved to approve the lease agreement with Sun Valley Company for use of the River Run Upper Parking Lot during Wagon Days. Motion seconded by Council President Michael David, and passed unanimously.**

## **7. ORDINANCES AND RESOLUTIONS.**

### **Ordinance Number 1118 Proposed Text Amendment to the Ketchum Zoning Code, Title 17, Chapter 17.72 Light Industrial District Number 2 (LI-2), Section 17.72.010.B Conditional Uses Permitted, George Gollaher, applicant.**

[6:25:00 pm](#) Director of Planning and Building Joyce Allgaier distributed public comment received today. She said Council and staff had received a number of emails today.

This is the second reading of proposed Ordinance 1118, an amendment to the LI-2 zoning district to allow restaurants to operate after 9:00pm and with a Conditional Use Permit. Restaurants are a Conditional Use and are limited to 1,000sf and only allowed to operate until 9:00pm. If this text amendment is passed, the Planning Commission would have to make a determination to allow a restaurant to be open past 9:00pm.

Ketchum met legal notice requirements, and held the first reading and public hearing on July 7.

The applicant originally proposed that "... shall serve no later than 9:00pm" should be stricken. P&Z discussed the language at length, and decided that it could recommend the text amendment as a conditional use.

Council and staff considerations:

- Restaurant is not a primary use in the LI. Is industrial use land being given away to other uses?
- The LI says restaurants should only serve as a support service to the industrial district, which is a strong employment center. Restaurants are a convenience to the LI workforce.
- The Ketchum Comp Plan targets the downtown commercial core as key area for retail, food service and entertainment. Ketchum doesn't want to lose vitality in the downtown.
- Is there an impact on LI residents? Conditional uses try to control impacts on other LI residents, but residential uses above the first floor in the LI are a secondary use. Traditional Conditional Use criteria don't really include impacts.
- The 9:00pm time and 1,000sf restrictions were very explicit to reinforce that a restaurant in the LI is just for support service in the LI. The restaurant is not meant to be an attractant to visitors and tourists and draw vehicles into the area. There is a lot of protection-type language in the LI to keep it industrial.
- There are some provisions for mixed use—office plus residential—in the LI, but office space is limited in the LI. A lot of thought was put into LI language. The land was meant to be for services, repairs, manufacturing, and light industrial use. Offices are encouraged downtown to keep people moving around during the day.
- It is important for both P&Z and Council to carefully consider this text amendment ordinance separate from an individual applicant. Bigwood Bread plays an important role in the community, but this text amendment is about an entire area in the city that affects more than one business and will open the door to more businesses. If this ordinance passes, Bigwood Bread will still have to go back to P&Z for a revision to their conditional use permit.
- Staff will have to look at LI-1 and LI-3 as well in the future.

#### **PUBLIC COMMENT:**

- Esmerelda Gordon, owner of a unit in the LI, said contracts are designed to eliminate or stifle competition, create a monopoly, and artificially maintain prices. It is impossible for a small industry to make it in this small town; light industrial belongs in Hailey or Bellevue. Bigwood Bread has built a beautiful building and provided jobs for the community, and she would like to see something realistic happen in the community. There's no parking in the core. She thinks it's outrageous for the City to not allow Bigwood Bread to break even or make a profit. Gordon wants Ketchum to change all the parameters in the industrial district.
- Dave Hayes supports George Gollaher and his request to extend the hours of the new Bigwood Bakery beyond 9:00. Hayes said a comparison to Grumpy's at a prior meeting should have no bearing on this request. George Gollaher has a first-class operation, and Bigwood Bakery is a state-of-the-art bakery facility and tasteful restaurant addition to the industrial area and whole community. Hayes said there may be a need to protect the community core and its businesses; but the Knob Hill Inn and Bigwood Grill are technically in the Core area and are not convenient or within walking access of the downtown area.

- Dave Wilson, landowner in the LI for 28 years, said Ketchum needs to revisit the LI. LI residents always struggle with what they are. The Scott Building in the LI-3, where Wilson lives, is a permitted use for residential, and residential is a permitted use in the LI-2 as well. Residents in the Scott Building voted 18 in favor of Ordinance 1118, 3 against, and 8 no response. All three residents in the Redwood Building are in favor of the ordinance. Wilson agreed it's unenforceable, and he looks forward to the bakery being open.
- Nancy Haust lives in downtown Ketchum and would like to see Bigwood Bakery expand and the hours extended.
- Bill Joseph and his wife have come to Sun Valley for 20 years and are now permanent residents. The community needs more vitality and jobs, and Bigwood Bakery has provided jobs and commerce opportunities. Everything George Gollaher has done in the valley is a quality operation. Joseph didn't think most restaurants could operate economically with such limited hours. This restaurant is going to be a quality new addition and attraction in the community. Bigwood Bread contributes to the community and should be supported.
- Matt Newhouse, Ketchum businessowner, said he and his wife have gotten to know George Gollaher the last year and concur with everything said about Bigwood Bread. Gollaher has made a tremendous investment in the community with his generosity and commitment to local business. They wholeheartedly support Gollaher. Newhouse said he needs a place where he can take his kids and they can have a good time.
- P&Z Commissioner Steve Cook said he was concerned about the fundamental planning issues. Cook said asking the P&Z to judge individual cases through the CUP process was a burden on P&Z and staff. If P&Z grants extended hours to one establishment, it is opening up the door to all restaurant establishments in the LI-2, which is a large land area. P&Z can't grant special privileges to just one establishment without discriminating against others. Cook cautioned Council to think long term. The LI-2 is sort of a "living" zone, and expanded hours are currently an anticipated need for Bigwood Bread. If businesses get going in the LI and there becomes a demonstrated need for a restaurant to extend its hours based on actual performance and a track record, the City can look at that. It's too early right now to impose the City and the LI-2 with the need to individually entertain a CUP.
- Jim Laski, attorney representing the Gollahers and Bigwood Bread, said the written comments he had reviewed were all in favor. Chapter 12, Paragraph 5 of the Comprehensive Plan talks about industrial areas as employment districts augmented with new worker housing and trying to create what would evolve into a more vibrant mixed use community. Staff recommended in favor of this proposal; and the applicant wants Council to consider that there could be appropriate circumstances for a restaurant to be open after 9:00pm. Laski suggested Ketchum not wait until there's a need. The ordinance doesn't give approval; it just gives an applicant the opportunity to ask for approval. Laski noted that P&Z Commissioner Steve Cook has an ownership interest in Cristina's Restaurant in the Community Core.
- [6:58:27 pm](#) Trish Wilson agreed with her husband Dave Wilson, who spoke earlier. She is a KURA Board Commissioner, and takes exception to Steve Cook's comment about being "burdened" by having to make a decision, since it comes with the job. The Light Industrial district has changed significantly from when they moved to the area 30 years ago. Everything has shifted to Hailey since then, and Ketchum needs to look at the changing area and community from a broader point of view than just Bigwood Bread and any other business that chooses to make the community more vibrant.
- Mickey Garcia said this is another illustration of government stupidity. Government is not good at this kind of decision. Government should allow the marketplace to dictate the decision. Bigwood Bread is a heavy industrial use, where workers work hard and sweat a lot, and Bigwood Bread wants to keep his restaurant open past 9:00pm. The Light Industrial should be totally reviewed in a new light; and there's no reason why any restaurant in any of the LI zones shouldn't be allowed to stay open past 9:00pm.
- Lee Echanove, who just moved to the LI area, supports the bakery, but asked if there was a demand for the restaurant. He likes the idea and can't wait to buy products from Bigwood Bread, but right now, the LI is a ghost town after 6:00pm. Will Bigwood Bread have what it takes to draw people from the core and neighboring areas?

Special City Attorney Susan Buxton said she understood the concern about 14th Amendment restriction of trade, arbitrary and capricious decisions and equal protection clauses, but this is a question of zoning. Is the zoning reasonable, or is the City singling out one person over another or one use over another. Ketchum is being asked to change what is already allowed, which is not restraint of trade, arbitrary or capricious or an equal protection issue because all businesses are treated equally. The applicant does not appear to be alleging that the City is violating Idaho Constitution. The proposed ordinance requires Conditional Use review, which has standards that would address whether the use is viable and useful, and whether it is compatible with other uses in the area. At this time, Ketchum's ordinances as they exist do not appear to be unconstitutional. A conditional use could become a restraint of trade if the applicant were deliberately denied because there's already a business in the area that sells the same product or does the same thing.

Director of Planning and Building Joyce Allgaier said all three industrial districts got a lot of attention during Comprehensive Plan discussions, and need to be reviewed for potential code amendments. The LI has evolved a great deal, and has become a place unto itself. The Planning Department needs to figure out how to make it even better and more dynamic without losing an area for services and the kind of support locals need. Communities need a place where they can have their cars and TVs fixed, and they can pick up landscaping supplies without driving 15 miles and spending money on gasoline and putting CO² in the air. This is a working class neighborhood with a lot of employees, who want



services that are easy to get to. With the Comprehensive Plan done, the Planning Department will soon be re-looking at its Land Use Code to make sure it and the Comp Plan correspond.

Allgaier said that staff support the Code Amendment, and the Planning Commission recommended in favor of it, with the caveat that it be a conditional use. She still has some concerns about how to judge a restaurant in the LI zone district.

Mayor Nina Jonas said everyone in this community has their fingers in more than one cookie jar and incurs perceived conflicts of interest. She said that P&Z Commissioner Steve Cook's comments have to be taken in good faith and that he works for the community as a whole. Mayor Jonas thanked P&Z Commissioner Cook and KURA Commissioner Vice-Chairman Trish Wilson for their volunteer work on behalf of Ketchum.

Allgaier said the P&Z looks at a very distinct proposal in a Conditional Use application, which includes size, hours, noise, neighbors, traffic potential, vicinity and land uses, and places conditions on the Conditional Use that make the use fit into the neighborhood. Conditional uses are site specific and run with the land. Residential units in the LI are noticed that they are in an industrial area, where uses may be noisy and run all night.

City Attorney Susan Buxton said ordinances are written to be as objective as possible.

- Councilor David said City officials are in their jobs to make decisions, and this text amendment allows a restaurant to present their case to be open later than 9:00pm. Councilor David feels the rules are antiquated in an area that's changed dramatically in the last 30 years. Ketchum needs to add some flexibility and support business in this community rather than putting a barrier in front of them. A conditional use permit gives staff, the Planning Commission, residents and neighbors the opportunity to be part of the process and the decision.
- Councilor Gourlay asked the applicant why a restaurant that is only supposed to support services needs to be open past 9:00pm

Jim Laski, representing Bigwood Bread, said the LI ordinance doesn't say "only" support services. The applicant feels there's a need in the LI for restaurants to stay open for people who live and work there.

- Councilor Gourlay asked how much space Bigwood Bread will use for outside seating.

Allgaier said it wasn't specified in Bigwood Bread's site plan. This information would be part of the Conditional Use permit discussion.

- Councilor Gourlay said the Conditional Use process should work, but he has serious concerns about depleting the LI's resources. Councilor Gourlay said he had been to the LI in the last two weeks to get his lawnmower fixed, buy paint from the paint store, get gas and his oil changed and his car washed. He went to the lumberyard seven times, met with his landscaper, bought windows and a door, and a battery for his boat. Councilor Gourlay said Bigwood Bread had done a wonderful job and brought jobs to the area, but Ketchum has argued about protecting the LI for a long time for these purposes. There are a number of small businesses that need protection. If restaurants can be in the LI, the price of property is going to increase, and a car mechanic can't afford to be there. Councilor Gourlay said he only goes to Hailey when he has to, and he's had to go to Hailey more and more lately. Councilor Gourlay said he doesn't want to see another application like this in the LI; but said he could consider carving off south and north sections and protecting the core area.
- Councilor Corrock is also very concerned about the LI. Ketchum is trying to protect businesses in the LI from having to move south. Ordinance 1118 is a tough decision, because it's a specific business that is applying and it's hard to separate the ordinance from the applicant. She asked if the restaurant can serve outside, or if it is just a seating area.

Allgaier said Bigwood Bakery's proposal was for 1,000sf of restaurant area and indoor seating, but they requested outside seating and they've created a beautiful courtyard area. They didn't expect to have "wait staff" serve outside, but there is no restriction to outside service. They didn't specify how many seats. Planning staff didn't pursue the topic because Ketchum's parking requirements don't consider outside seating.

- Councilor Corrock said some public comment was that this would bring people into the LI after working hours, which goes against the intent of allowing restaurants in the LI. This text amendment is a huge change of direction. She said Grumpy's indicated they would like to be part of this discussion, but Grumpy's is in the LI-1. Councilor Corrock feels this should all be looked at at the same time and not piecemealed. Because the LI is at the top of the list of Code changes, she would like to see the text amendment tabled until there can be a comprehensive look at the whole LI instead of a focus on one business in the LI-2.
- Councilor Slanetz said he's okay with serving after 9:00pm. The big question is what does Ketchum want to do with the LI. He thinks this fits, because a bakery is in the LI. If a brew pub went in as part of brewing beer, that would be okay. He doesn't want to open it up to any restaurant, because then services wouldn't be able to afford a business there. He thinks Bigwood Bread is a mixed use within itself, in a mixed use area; and is a restaurant that is part of an industrial operation. Councilor Slanetz is willing to move forward with this text amendment because it fits into his vision of a mixed use LI.
- Councilor David said residences in the LI may be seen as secondary to businesses, but they should be included in the need for support service. He agreed that piecemealing is not good planning, but the conditional use process allows Council to move forward and the opportunity to look at an applicant, based on merits, and see if it will fit.
- Councilor Corrock said holding off for a comprehensive study didn't stop Bigwood Bread from being open all day, until 9:00 at night. Bigwood Bread was built and designed to fit the Code. Councilor Corrock said she was once a



P&Z Commissioner and it's good to have policies and guidelines under which to make political decisions. She added that changing Code is very impactful to everyone, not just the applicant, which is why there are three readings.

**Councilor Baird Gourlay moved to approve the second reading of Ordinance 1118 by title only, and schedule a third reading. Motion seconded by Councilor Jim Slanetz.** Motion carried unanimously.

City Attorney Susan Buxton read the title of Ordinance 1118, an ordinance of the City of Ketchum, Idaho, amending Title 17, Chapter 17.72.010 Conditional Uses Permitted, amending language to allow for restraints in small food establishments, to operation after 9:00pm in Light Industrial 2 zone (LI-2) if approved through a Conditional Use Permit providing a Savings and Severability Clause, providing a repealer clause and providing an effective date.

**7:51:00 pm Council President Michael David moved to waive the third reading of Ordinance 1118 and adopt the ordinance. Motion seconded by Councilor Jim Slanetz.** Councilor Baird Gourlay said he would prefer to have a third reading. This is not approving one person's application, although the application is reasonable. When P&Z starts to look at the whole issue, this should be a model. **Roll call on the adoption of Ordinance 1118: Council President Michael David yes, Councilor Baird Gourlay yes, Councilor Jim Slanetz yes, Councilor Anne Corrock no. Motion carried with three in favor and Councilor Anne Corrock opposed.**

Allgaier said P&Z considered Bigwood Bread a success story. It is a huge production with little appendages of retail and the restaurant associated with what they are producing. It is a perfect kind of use for the LI.

## 8. CONSENT CALENDAR

- a. Approval of minutes: July 7, 2014
- b. Recommendation to approve current bills and payroll summary.
- c. Approval of 2014-15 Liquor, Beer and Wine Licenses.
- d. Contract for Services with Karen Jacobsen for the City's Bollard Sleeve and Concrete Stamp Project (part of the Transit Center Project.)
- e. Contract for Services with Randi McIntee for the City's Tree Grate project (part of the Transit Center Project.)
- f. Contract for Services with Kim Frank for the City's Tree Grate Project (part of the Transit Center Project.)
- g. Findings of Fact and Decisions of Law regarding:
  - i. YMCA Minor PUD Amendment.
  - ii. Vue Townhomes Subdivision Final Plat.

Councilor Corrock asked why the contracts for the transit hub were being paid by Ketchum and not the transit hub. Councilor Gourlay said the Ketchum Arts Commission was responsible for these contracts and aesthetic additions to the transit hub. Staff will check to see why Ketchum is paying the bills.

**Councilor Baird Gourlay moved to adopt the Consent Calendar for July 21, 2014, with the exception of d, e, and f, contracts for service for the Transit Center Project; and g.ii. Vue Townhomes Subdivision Final Plat is amended with the addition of Condition #9. Motion seconded by Council President Michael David, and passed unanimously.**

## 9. ADJOURNMENT.

**Councilor Anne Corrock moved to adjourn at 7:58pm. Council President Michael David seconded the motion, and it passed unanimously.**

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Nina Jonas  
Mayor

ATTEST:

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Sandra E. Cady, CMC  
City Clerk

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2171-2000 P/R TAXES PBL--STATE W/H</b>			
STATE TAX COMMISSION	PR0725141	State Withholding Tax Pay Period: 7/25/2014	5,585.00
<b>01-2171-4000 P/R TAXES PBL -- WORKERS COMP</b>			
STATE INSURANCE FUND	9764415	Workmen's Comp	10,632.00
<b>01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC</b>			
III-A	PR0725141	Health Ins - Employee + 2 Chld Pay Period: 7/25/2014	82.96
III-A	PR0725141	Health Ins - Employee + 2 Chld Pay Period: 7/25/2014	9,027.60
III-A	PR0725141	Health Ins - Family Pay Period: 7/25/2014	157.83
III-A	PR0725141	Health Ins - Family Pay Period: 7/25/2014	7,796.34
III-A	PR0725141	Health Ins - Family Pay Period: 7/25/2014	105.22
III-A	PR0725141	Health Ins - Employee + Spouse Pay Period: 7/25/2014	255.04
III-A	PR0725141	Health Ins - Employee + Spouse Pay Period: 7/25/2014	18,682.40
III-A	PR0725141	Health Ins - Family Pay Period: 7/25/2014	473.49
III-A	PR0725141	Health Ins - Family Pay Period: 7/25/2014	23,389.02
III-A	PR0725141	Health Ins - Employee + 1 Chld Pay Period: 7/25/2014	40.05
III-A	PR0725141	Health Ins - Employee + 1 Chld Pay Period: 7/25/2014	3,495.90
III-A	PR0725141	Health Ins - Family Pay Period: 7/25/2014	10,395.12
III-A	PR0725141	Health Ins - Employee Pay Period: 7/25/2014	17,640.00
<b>01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE</b>			
AFLAC	PR0725141	AFLAC After-Tax Pay Period: 7/25/2014	178.47
AFLAC	PR0725141	AFLAC Pre-Tax Pay Period: 7/25/2014	754.78
<b>01-2172-2000 P/R DEDUC PBL--LIFE &amp; L.T.DISB</b>			
LifeMap Billing	PR0725141	Long Term Disability Pay Period: 7/25/2014	1,080.01
<b>01-2172-3000 P/R DEDUC PBL--DELTA DENTAL</b>			
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - 1 Child Pay Period: 7/25/2014	198.44
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - Employee Pay Period: 7/25/2014	823.84
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - Spouse Pay Period: 7/25/2014	185.70
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - Spouse Pay Period: 7/25/2014	678.48
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - Family Pay Period: 7/25/2014	600.86
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - Family Pay Period: 7/25/2014	899.25
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - 2+ Child Pay Period: 7/25/2014	61.14
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - 2+ Child Pay Period: 7/25/2014	162.96
DELTA DENTAL PLAN OF IDAH	PR0725141	Dental Insurance - 1 Child Pay Period: 7/25/2014	69.28
<b>01-2173-3000 P/R DEDUC PBL--PEBSCO</b>			
NATIONWIDE RETIREMENT SOL	PR0725141	Nationwide Fire - 0035424-001 Pay Period: 7/25/2014	980.16
NATIONWIDE RETIREMENT SOL	PR0725141	Nationwide - 0026904-001 Pay Period: 7/25/2014	3,316.63
<b>01-2174-0000 P/R DEDUC PBL--GARNISHMENTS</b>			
CHILD SUPPORT SERVICES	PR0725141	Child Support Pay Period: 7/25/2014	269.68
IDAHO STATE TAX COMMISSIO	PR0725141	Garnishments Pay Period: 7/25/2014	75.00
<b>01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.</b>			
PIONEER FEDERAL CREDIT UNI	PR0725141	Pioneer Federal Credit Union Pay Period: 7/25/2014	1,800.00
<b>01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD</b>			
NBS-NATIONAL BENEFIT SERVI	PR0725141	125 Medical Savings Pay Period: 7/25/2014	1,052.55
<b>01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC</b>			
NBS-NATIONAL BENEFIT SERVI	PR0725141	125 Dependant Care Pay Period: 7/25/2014	650.00
Total :			121,595.20

**LEGISLATIVE & EXECUTIVE**

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4110-4200 PROFESSIONAL SERVICES</b>			
SANDRA FLATTERY	071014	Art in City Hall	350.00
<b>01-4110-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
REGAN BOLLI	062614	Reimbursement for Travel Expenses	811.84
BRETT BOYER	062614	Travel Expense Reimbursement	888.26
MARK MITTON	072114	Travel Expenses Reimbursement	229.76
<b>01-4110-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS, BELLEVUE	9728595474	ACCT. 365459737-00001	88.88
<b>01-4110-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
PH CONSTRUCTION	1086	Table for Meeting Room	750.00
Total LEGISLATIVE & EXECUTIVE:			3,118.74
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
ASSOCIATED BUSINESS FORMS	524	Envelopes	261.82
ASSOCIATED BUSINESS FORMS	524	Envelopes	85.97
ASSOCIATED BUSINESS FORMS	525	Envelopes	143.71
CINTAS DOCUMENT MANAGEM	8401254385	Shredding Fees	59.19
COPY & PRINT, L.L.C.	54434	Office Supplies	3.49
COPY & PRINT, L.L.C.	59490	Nameplates	18.65
COPY & PRINT, L.L.C.	59604	Office Supplies	58.99
INTEGRATED TECHNOLOGIES	C23330	Copy Machine	26.00
INTEGRATED TECHNOLOGIES	C24284	Copy Machine	12.50
UNIFIED OFFICE SERVICES	185604	Office Supplies	16.10
UNIFIED OFFICE SERVICES	186098	Office Supplies	39.99
UNIFIED OFFICE SERVICES	186274	Office Supplies	27.15
UNIFIED OFFICE SERVICES	186478	Office Supplies	11.66
US BANK	06/25/14	Coffee	5.16
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
GRANT, SUZANNE	07/21/14	CC Minutes 07/21/14	135.00
MURRAY, JO	804	Public Relation Services	6,903.85
QUIGLEY MAP STUDIO	2014-22	Ore Wagon Museum Rack Card	300.00
LIBBY MAYNARD DESIGN	1371	Graphic Design Work	650.00
ACCELA	7107	Media Traq Monthly Subscription	475.00
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>			
INTERNATIONAL INSTITUTE OF	080114	Membership Dues - Kathleen Schwanzenberger	85.00
<b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>			
BENNETT, PATRICIA	072214	APT Annual Conference	481.40
CARNDUFF, KATHLEEN	07224	APT Annual Conference	108.10
ENOURATO, LISA	072214	III-A Meeting	112.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087260034189	ACCT. L-208-726-0034 189M	908.21
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	46.19
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	14.69
CENTURY LINK	2087880257262	ACCT. 208-788-0257 262m	387.01
<b>01-4150-5110 COMPUTER NETWORK</b>			
CDW GOVERNMENT, INC.	MW01198	USB Extension	53.47

Vendor Name	Invoice Number	Description	Net Invoice Amount
MXTOOLBOX, INC	118125	Email & Spam Services	339.00
<b>01-4150-5200 UTILITIES</b>			
IDAHO POWER	2203990334-07	ACCT. 2203990334	81.17
<b>01-4150-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
MAESTRO TECHNOLOGY SOLU	2166	Annual Billing for Lenel Software Support	450.00
MAESTRO TECHNOLOGY SOLU	2285	Lenel Work	285.00
SYSCO	604327171	Coffee	98.08
WAXIE SANITARY SUPPLY	74705007	Supplies	113.33
<b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
UNIFIED OFFICE SERVICES	186751	Office Furniture	45.53
Total ADMINISTRATIVE SERVICES:			12,835.43
<b>LEGAL</b>			
<b>01-4160-4270 CITY PROSECUTOR</b>			
ALLINGTON, ESQ., FREDERICK	120194	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17
<b>COMMUNITY PLANNING/DEVELOPMENT</b>			
<b>01-4170-2500 HEALTH INSURANCE-CITY</b>			
HOROWITZ, LISA	080114	Health Insurance Reimbursement	1,624.97
<b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
HOROWITZ, LISA	080114	Health Insurance Reimbursement	180.00
<b>01-4170-2510 DENTAL INSURANCE-CITY</b>			
HOROWITZ, LISA	080114	Health Insurance Reimbursement	48.89
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
HOROWITZ, LISA	080114	Health Insurance Reimbursement	22.50
<b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	1224418	Supplies	3.79
INTEGRATED TECHNOLOGIES	C23330	Copy Machine	39.00
INTEGRATED TECHNOLOGIES	C24284	Copy Machine	18.75
UNIFIED OFFICE SERVICES	185604	Office Supplies	24.15
US BANK	06/25/14	Coffee	10.32
<b>01-4170-3200 OPERATING SUPPLIES</b>			
US BANK	06/25/14	Business Outreach - Starbucks	307.80
<b>01-4170-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	1318.153-07/14	Miscellaneous Plat Checks	28.75
GRANT, SUZANNE	061714	P&Z Minutes 06/17/14	45.00
GRANT, SUZANNE	062314	P&Z Minutes 06/23/14	97.50
KETCHUM COMPUTERS, INC.	10502	Computer Maintenance	100.00
<b>01-4170-4500 GEOGRAPHIC INFO SYSTEMS</b>			
BLAINE COUNTY CLERK/RECOR	223	GIS Salary Reimburesment	3,930.75
<b>01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
US BANK	06/25/14	APA AICP Exam Application - Rebecca	495.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	06/25/14	Exam Prep Package - Rebecca	210.00
<b>01-4170-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
UNIFIED OFFICE SERVICES	186751	Office Furniture	136.59
Total COMMUNITY PLANNING/DEVELOPMENT:			7,323.76
<b>CONTINGENCY</b>			
<b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>			
MAESTRO TECHNOLOGY SOLU	2305	Infrastructure Project	275.00
US BANK	06/25/14	R&PP Meeting Expenses - Lodging	166.00
US BANK	06/25/14	R&PP Meeting Expenses - Fuel	35.04
US BANK	06/25/14	R&PP Meeting Expenses - Meals	52.17
US BANK	06/25/14	R&PP Meeting Expenses - Meals	50.34
SEAN TAJKOWSKI	072414	Infrastructure Project	2,000.00
Total CONTINGENCY:			2,578.55
<b>CONTRACT FOR SERVICES</b>			
<b>01-4196-4200 PROF.SRVCS-BLM/RIVER PARK</b>			
S2O DESIGN AND ENGINEERING	110255	Design Phase	22,312.75
S2O DESIGN AND ENGINEERING	110261	Design Phase	4,565.00
Total CONTRACT FOR SERVICES:			26,877.75
<b>POLICE</b>			
<b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>			
BLAINE COUNTY CLERK/RECOR	200960	BCSO Law Enforcement Services	111,495.42
Total POLICE:			111,495.42
<b>BUILDING</b>			
<b>01-4240-3200 OPERATING SUPPLIES</b>			
INTEGRATED TECHNOLOGIES	C23330	Copy Machine	19.58
INTEGRATED TECHNOLOGIES	C24284	Copy Machine	9.37
UNIFIED OFFICE SERVICES	185604	Office Supplies	12.08
US BANK	06/25/14	Coffee	10.87
US BANK	06/25/14	Coffee	6.88
<b>01-4240-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>			
UNIFIED OFFICE SERVICES	186751	Office Furniture	68.29
Total BUILDING:			127.07
Total GENERAL FUND:			289,612.09
<b>WAGON DAYS FUND</b>			
<b>WAGON DAYS EXPENDITURES</b>			
<b>02-4530-4200 PROFESSIONAL SERVICES</b>			
SUN VALLEY EVENTS	512	July Hours	5,000.00
SUN VALLEY EVENTS	512	Constant Contact	30.00
SUN VALLEY EVENTS	513	Wagon Days Hours	5,000.00
SUN VALLEY EVENTS	513	Constant Contact	30.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WAGON DAYS EXPENDITURES:			10,060.00
Total WAGON DAYS FUND:			10,060.00
<b>STREET MAINTENANCE FUND</b>			
<b>STREET</b>			
<b>04-4310-3200 OPERATING SUPPLIES</b>			
BUSINESS AS USUAL	120329	Office & Operating Supplies	67.50
TREASURE VALLEY COFFEE IN	2160:03700920	COFFEE	49.75
<b>04-4310-3400 MINOR EQUIPMENT</b>			
A.C. HOUSTON LUMBER CO.	14-402891	Supplies	41.78
SAWTOOTH WOOD PRODUCTS, I	85333	Blades	9.95
<b>04-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
SINCLAIR FLEET SERVICES	37273376	acct. 0464-00-747801-9	78.00
<b>04-4310-4200 PROFESSIONAL SERVICES</b>			
GALENA ENGINEERING, INC.	1318.150-07/14	Street Consulting	1,466.25
<b>04-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
VERIZON WIRELESS, BELLEVUE	9728595474	ACCT. 365459737-00001	88.63
<b>04-4310-5200 UTILITIES</b>			
IDAHO POWER	2204882910-07	ACCT. 2204882910	301.80
<b>04-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
FASTENAL COMPANY	IDJER49748	Parts	70.09
FREIGHTLINER OF IDAHO	155026	Parts & Supplies	15.02
FREIGHTLINER OF IDAHO	CM153620	Parts & Supplies	86.40
KENWORTH SALES COMPANY	JERIN1000468	Supplies	288.00
KENWORTH SALES COMPANY	JERIN1003528	Compressor	302.75
KENWORTH SALES COMPANY	JERIN999262	Supplies	11.78
KENWORTH SALES COMPANY	JERIN999532	Parts & Supplies	99.60
NAPA AUTO PARTS	782367	Supplies	80.08
NAPA AUTO PARTS	782379	Supplies	78.12
NAPA AUTO PARTS	782603	Supplies	16.14
RIVER RUN AUTO PARTS	6538-74346	Supplies	45.00
RIVER RUN AUTO PARTS	658-73753	Supplies	16.09
<b>04-4310-6910 OTHER PURCHASED SERVICES</b>			
AMERIPRIDE LINEN	2400339617	ACCT. 241076800	32.61
<b>04-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
ECONO SIGNS LLC	10-915994	Signage	68.50
PIPECO, INC.	135851	Supplies	1.57
<b>04-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2200059315-07	ACCT. 2200059315	5.40
IDAHO POWER	2200506786-07	ACCT. 2200506786	6.89
IDAHO POWER	2201174667-07	ACCT. 2201174667	7.29
IDAHO POWER	2202627564-07	ACCT. 2202627564	19.19
IDAHO POWER	2203027632-07	ACCT. 2203027632	5.86
IDAHO POWER	2204882910-07	ACCT. 2204882910	768.96
IDAHO POWER	2205963446	ACCT. 2205963446	79.07
PLATT	E560286	Supplies	44.44

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>04-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
ANDERSON ASPHALT PAVING	4868	Asphalt	18,218.00
Total STREET:			22,297.71
Total STREET MAINTENANCE FUND:			22,297.71
<b>FIRE &amp; RESCUE FUND</b>			
<b>FIRE &amp; RESCUE</b>			
<b>10-4230-3200 OPERATING SUPPLIES</b>			
EASY PACK INC	171617	Shipping	7.24
EASY PACK INC	171718	Shipping	7.12
INTEGRATED TECHNOLOGIES	C23330	Copy Machine	9.75
INTEGRATED TECHNOLOGIES	C24284	Copy Machine	4.69
INTERSTATE BATTERY CENTER	24885008	Batteries	86.90
UNIFIED OFFICE SERVICES	185604	Office Supplies	6.05
UNIFIED OFFICE SERVICES	186751	Office Furniture	34.15
US BANK	06/25/14	Coffee	10.86
US BANK	06/25/14	Coffee	2.60
<b>10-4230-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
CHEVRON AND TEXACO CARD	KU091-07/23/1	Acct. KU091	109.35
<b>10-4230-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
UNITED COMMUNICATIONS CO	800841	Radio Services	256.71
VERIZON WIRELESS, BELLEVUE	9728628886	ACCT. 765494480-00001	161.85
Total FIRE & RESCUE:			697.27
Total FIRE & RESCUE FUND:			697.27
<b>AMBULANCE SERVICE FUND</b>			
<b>AMBULANCE SERVICE</b>			
<b>14-4260-3200 OPERATING SUPPLIES</b>			
BOUNDTREE MEDICAL	81476296	Supplies	331.88
BOUNDTREE MEDICAL	81484922	Supplies	411.84
BOUNDTREE MEDICAL	81484923	Supplies	162.30
BOUNDTREE MEDICAL	81487977	Supplies	122.00
EASY PACK INC	171617	Shipping	7.25
EASY PACK INC	171718	Shipping	7.12
INTEGRATED TECHNOLOGIES	C23330	Copy Machine	9.75
INTEGRATED TECHNOLOGIES	C24284	Copy Machine	4.69
INTERSTATE BATTERY CENTER	24885008	Batteries	86.90
PRAXAIR/WHITMORE	49936785	Supplies	45.00
ST. LUKES	IN01464	Medical & Pharmacy Supplies	557.45
UNIFIED OFFICE SERVICES	185604	Office Supplies	6.04
UNIFIED OFFICE SERVICES	186751	Office Furniture	34.14
US BANK	06/25/14	Coffee	10.86
US BANK	06/25/14	Coffee	2.59
<b>14-4260-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
UNITED COMMUNICATIONS CO	800841	Radio Services	256.70
VERIZON WIRELESS, BELLEVUE	9728628886	ACCT. 765494480-00001	139.25

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total AMBULANCE SERVICE:			2,195.76
Total AMBULANCE SERVICE FUND:			2,195.76
<b>PARKS AND RECREATION FUND</b>			
<b>PARKS AND RECREATION</b>			
<b>18-4510-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
OFFICE VALUE	489619-001	Supplies	41.88
OFFICE VALUE	491944-001	Supplies	97.13
<b>18-4510-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	1225040	Supplies	46.02
CHATEAU DRUG CENTER	1227896	Supplies	27.89
US BANK	06/25/14	Cisco 8-port Switch	297.66
<b>18-4510-3250 RECREATION SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	14-404261	Supplies	13.85
CHATEAU DRUG CENTER	1234156	Supplies	38.33
COSTCO WHOLESALE	060714	Supplies	25.68
US BANK	06/25/14	Rec Supplies	202.50
US BANK	06/25/14	Craft Supplies	232.64
US BANK	06/25/14	Recreation - Local Color	425.50
US BANK	06/25/14	Clubs and Balls	107.00
US BANK	06/25/14	Miscellaneous Sports Equipment	430.84
WEBB LANDSCAPING	23908	Supplies	6.99
WEBB LANDSCAPING	24300	Supplies	8.75
PIONEER MANUFACTURING CO	513826	Quick Strip	119.00
PIONEER MANUFACTURING CO	520023	Quick Stripe	119.00
<b>18-4510-3280 YOUTH GOLF</b>			
ATKINSONS' MARKET	1861-06/14	ACCT. 1861	76.71
<b>18-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	761717	ACCT. 337268	289.67
UNITED OIL	767842	ACCT. 37268	397.21
<b>18-4510-4200 PROFESSIONAL SERVICES</b>			
CLEAR CREEK DISPOSAL	817758	ACCT. 56339	99.00
CLEAR CREEK LAND CO. LLC	10236	Storage Unit	70.00
EXPRESS PRINTING INC	229331	Art in Ketchum Rack Brochure	630.00
ADRIENNE LEUGERS	1235	Brochures and Posters - KAC	585.00
CERTIFIED FOLDER DISPLAY SE	14-0087607-07/	Distribution Service	128.00
DARK 2 LIGHT PRODUCTIONS	360	Filming	185.00
<b>18-4510-4210 PROFESSIONAL SERVICE-CITY TREES</b>			
ARBOR CARE	30797	Tree Maintenance	135.00
ARBOR CARE	30798	Tree Maintenance	1,420.00
ARBOR CARE	30799	Tree Maintenance	1,925.00
ARBOR CARE	30802	Tree Maintenance	675.00
ARBOR CARE	30803	Tree Maintenance	1,500.00
ARBOR CARE	30804	Tree Maintenance	325.00
ARBOR CARE	30807	Tree Maintenance	125.00
<b>18-4510-4410 ADVERTISING &amp; PUBLICATIONS</b>			
BUSINESS AS USUAL	120624	Art on 4th Plaques	369.90
COPY CENTER	570	Posters	153.30



Vendor Name	Invoice Number	Description	Net Invoice Amount
EXPRESS PRINTING INC	229305	Art in Ketchum Rack Brochure	655.90
<b>18-4510-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
STAUFFACHER, JUERG	070914	Cell Phone Reimbursement	150.00
VERIZON WIRELESS, BELLEVUE	9728595474	ACCT. 365459737-00001	75.57
ARMS, SHARON	070914	Cell Phone Reimbursement	150.00
<b>18-4510-5200 UTILITIES</b>			
City of Ketchum	1245-06/14	Acct. 1245	71.01
City of Ketchum	456-06/14	Acct. 456	893.44
City of Ketchum	532-06/14	Acct. 532	757.65
City of Ketchum	536-06/14	Acct. 536	443.05
City of Ketchum	560-06/14	Acct. 560	98.34
City of Ketchum	9991-06/14	Acct. 9991	201.15
City of Ketchum	9995-06/14	Acct. 9995	3,365.74
City of Ketchum	9996-06/14	Acct. 9996	101.66
IDAHO POWER	2203313446-07	ACCT. 2203313446	5.40
<b>18-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
RIVER RUN AUTO PARTS	6538-74739	Supplies	28.00
RIVER RUN AUTO PARTS	6538-74791	Supplies	15.95
<b>18-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
LES SCHWAB	11700168027	Gator Tire	204.27
<b>18-4510-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	14-395899	Supplies	17.97
A.C. HOUSTON LUMBER CO.	14-402764	Supplies	49.17
A.C. HOUSTON LUMBER CO.	14-403164	Supplies	15.98
A.C. HOUSTON LUMBER CO.	14-403925	Supplies	5.39
A.C. HOUSTON LUMBER CO.	14-404000	Supplies	1.16
BIG WOOD LANDSCAPE, INC.	30764	Paver Repair	4,320.00
BROOKS WELDING	9834	Supplies	228.10
IRISH ELECTRIC	73514	A/C Units	2,126.80
MOSS GARDEN CENTER	117525	Perennial Flat	167.98
MOSS GARDEN CENTER	118244	Supplies	9.59
PIPECO, INC.	135836	Supplies	94.18
PIPECO, INC.	135898	Supplies	84.16
PIPECO, INC.	135938	Supplies	28.01
PIPECO, INC.	13596	Supplies	28.82
PIPECO, INC.	135990	Supplies	9.86
PIPECO, INC.	136116	Supplies	271.13
PIPECO, INC.	136415	Supplies	11.60
PIPECO, INC.	136489	Supplies	54.82
PIPECO, INC.	136492	Supplies	3.94
US BANK	06/25/14	Face Shields	39.08
WEBB LANDSCAPING	24266	Supplies	17.99
WOOD RIVER LOCK SHOP	5382	Keys	58.20
WOOD RIVER YMCA	2003	Supplies	139.51
Total PARKS AND RECREATION:			26,161.70
Total PARKS AND RECREATION FUND:			26,161.70
<b>LOCAL OPTION SALES TAX FUND</b>			
<b>LOCAL OPTION SALES TAX</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>22-4910-4250 STATE TAX COMMISSION CONTRACT</b>			
City of Ketchum	072414	TAP Fees from the State Tax Commission	56.00
<b>22-4910-6060 TRAILING OF THE SHEEP</b>			
TRAILING OF THE SHEEP	072514	City Event Sponsorship	5,000.00
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	764	Monthly Payment	45,833.33
<b>22-4910-6500 CDC FUNDING</b>			
KETCHUM COMMUNITY DEVEL	46	Monthly Contract Payment	9,700.00
Total LOCAL OPTION SALES TAX :			60,589.33
Total LOCAL OPTION SALES TAX FUND:			60,589.33
<b>GO BOND DEBT SERVICE FUND</b>			
<b>GO BOND DEBT SERVICE EXP/TRNFRS</b>			
<b>40-4800-8100 DEBT SRVC ACCT PRINCIPL-ST EQ</b>			
ZIONS FIRST NATIONAL BANK	4899901-2014	GO BONDS Series 2007 Trust Number 4899901	108,000.00
<b>40-4800-8200 DEBT SRVC ACCT INTEREST-ST EQ</b>			
ZIONS FIRST NATIONAL BANK	4899901-2014	GO BONDS Series 2007 Trust Number 4899901	20,976.75
Total GO BOND DEBT SERVICE EXP/TRNFRS:			128,976.75
Total GO BOND DEBT SERVICE FUND:			128,976.75
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-3120 DATA PROCESSING -- ADMIN</b>			
BILLING DOCUMENT SPECIALIS	25504	Utilities Billing	566.53
<b>63-4340-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	14-401442	Supplies	30.76
AMERIPRIDE LINEN	2400337105	ACCT. 241076900	69.59
CHATEAU DRUG CENTER	1230824	Supplies	16.13
CHATEAU DRUG CENTER	1233541	Supplies	2.42
PIPECO, INC.	136530	Supplies	34.78
TREASURE VALLEY COFFEE IN	2160:03691797	COFFEE	80.85
UNIFIED OFFICE SERVICES	186276	Office Supplies	24.83
UNIFIED OFFICE SERVICES	186396	Office Supplies	5.22
UNIFIED OFFICE SERVICES	5471CM	Office Supplies	5.58-
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
ARBOR CARE	30800	Tree Maintenance	1,500.00
ARBOR CARE	30801	Tree Maintenance	600.00
ARBOR CARE	30806	Tree Maintenance	95.00
CENTRAL DRUG SYSTEM, INC.	235163	Testing	20.00
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
CHATTERTON, KELLEN	060914	07/22/14-07/24/14 Water Distribution Cert. Review	90.00
IDAHO RURAL WATER ASSOCIA	Y34-1173	Membership Dues	500.00
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	109.02

Vendor Name	Invoice Number	Description	Net Invoice Amount
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	48.03
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	91.36
VERIZON WIRELESS, BELLEVUE	9728501950	ACCT. 965494438-00001	22.22
VERIZON WIRELESS, BELLEVUE	9728595621	ACCT. 365516521-00001	103.85
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
ARBOR CARE	30805	Supplies	318.75
USA BLUEBOOK	386024	Supplies	935.18
WEBB LANDSCAPING	24053	Supplies	11.95
Total WATER EXPENDITURES:			5,270.89
Total WATER FUND:			5,270.89
<b>WATER CAPITAL IMPROVEMENT FUND</b>			
<b>WATER CIP EXPENDITURES</b>			
<b>64-4340-7800 CONSTRUCTION</b>			
ANDERSON ASPHALT PAVING	4807		602.00-
LUNCEFORD EXCAVATION, INC.	5532	Excavation	2,983.18
LUNCEFORD EXCAVATION, INC.	5537	Excavation	1,778.00
<b>64-4340-7801 REPLACE GENERATOR WS BOOSTER</b>			
CUMMINS INTERMOUNTAIN LL	27-82571	Generator Set	41,000.00
Total WATER CIP EXPENDITURES:			45,159.18
Total WATER CAPITAL IMPROVEMENT FUND:			45,159.18
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-3120 DATA PROCESSING -- ADMIN</b>			
BILLING DOCUMENT SPECIALIS	25504	Utilities Billing	849.80
<b>65-4350-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	1233541	Supplies	2.42
HACH	8908163	Supplies	334.62
PIPECO, INC.	136052	Supplies	20.59
TREASURE VALLEY COFFEE IN	2160:03691800	COFFEE	87.55
UNIFIED OFFICE SERVICES	186276	Office Supplies	24.83
UNIFIED OFFICE SERVICES	186396	Office Supplies	5.21
UNIFIED OFFICE SERVICES	5471CM	Office Supplies	5.58-
UPS STORE #2444	07/01/14	Shipping	115.26
<b>65-4350-3800 CHEMICALS</b>			
CHEMTRADE CHEMICALS US LL	90657348	Chemicals	5,523.95
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
BANYAN TECHNOLOGY INC.	19965	Service & Repairs	1,057.35
CENTRAL DRUG SYSTEM, INC.	235163	Testing	40.00
<b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
IDAHO BUREAU OF OCCUPATIO	071114	License Renewals for Dan Daigh	90.00
IDAHO BUREAU OF OCCUPATIO	072314	Renewal Licenses for Jeff Leamon	90.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	48.15

Vendor Name	Invoice Number	Description	Net Invoice Amount
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	91.36
VERIZON WIRELESS, BELLEVUE	9728501950	ACCT. 965494438-00001	100.67
<b>65-4350-5200 UTILITIES</b>			
IDAHO POWER	2202158701-07	ACCT. 2202158701	10,068.68
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
NAPA AUTO PARTS	783111	Supplies	39.99
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
A.C. HOUSTON LUMBER CO.	14-402915	Supplies	54.00
A.C. HOUSTON LUMBER CO.	14-404422	Supplies	2.55
AQUA-AEROBIC SYSTEMS, INC.	999399	Parts & Supplies	2,273.81
ARBOR CARE	30805	Supplies	318.75
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
A.C. HOUSTON LUMBER CO.	14-404182	Supplies	27.63
ARBOR CARE	30805	Supplies	112.50
CHATEAU DRUG CENTER	1233541	Supplies	.85
COX COMMUNICATIONS	1240120518800	ACCT. 001 2401 205188001	32.23
TREASURE VALLEY COFFEE IN	2160:03691800	COFFEE	15.44
UNIFIED OFFICE SERVICES	186276	Office Supplies	8.76
UNIFIED OFFICE SERVICES	186396	Office Supplies	1.84
UNIFIED OFFICE SERVICES	5471CM	Office Supplies	1.97-
VERIZON WIRELESS, BELLEVUE	9728501950	ACCT. 965494438-00001	41.56
IDAHO BOND BANK AUTHORIT	070114	Application Fee for Refiance of 2004 & 2006 Wastewater Bonds	500.00
Total WASTEWATER EXPENDITURES:			21,972.80
Total WASTEWATER FUND:			21,972.80
<b>WASTEWATER CAPITAL IMPROVE FND</b>			
<b>WASTEWATER CIP EXPENDITURES</b>			
<b>67-4350-7804 AERATION BLOWER UPGRADE/REPLAC</b>			
PLATT	E635760	Parts & Supplies	1,831.95
PLATT	E635773	Parts & Supplies	1,055.87
PLATT	E635803	Parts & Supplies	153.50
PLATT	E642146	Parts & Supplies	142.47
POWER ENGINEERS	8903	Printroom Services	20.35
Total WASTEWATER CIP EXPENDITURES:			3,204.14
Total WASTEWATER CAPITAL IMPROVE FND:			3,204.14
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6800 KETCHUM ARTS COMMISSION</b>			
WINDYCITY ARTS, INC.	2014-455	Gondola Wrap	159.00
KIM FRANK	071114	Transit Hub Art Project	700.00
RANDI MCINTEE	071114	Transit Hub Art Project	700.00
KAREN JACOBSEN	071114	Transit Hub Art Project	1,500.00
Total PARKS/REC TRUST EXPENDITURES:			3,059.00
Total PARKS/REC DEV TRUST FUND:			3,059.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Grand Totals:			<u>619,256.62</u>

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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

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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

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:

1.	<b>BEER LICENSE</b>	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	<b>WINE LICENSE</b>	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	<b>LIQUOR LICENSE</b>	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
	Total Due:	\$ <u>400.00</u>

STATE LICENSE NO. 11854 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 Rodolfo Senla

D/B/A KBS Bunitos

Mailing Address PO Box 3053 Sun Valley, ID. 83353

Phone Number 208 - 928-6955

Physical Address of business where license will be displayed 260 W. Main St Ketchum

Record owner of the property Kerry Armstrong

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

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

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

Is the corporation authorized to do business in Idaho? no (If a corporation, attach list of names and addresses)

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

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

Applicant Rodolfo Senla Relation to Business Owner

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

Kathleen Schmitt-Sonberger  
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. _____

Approved by City of Ketchum, ID _____

By _____ Mayor

Aug 4th, 14

**CONTRACT FOR SERVICES**  
(Ketchum Transit Hub Project)

THIS CONTRACT FOR SERVICES is made and entered into this ____ day of _____, 2014, by and between the CITY OF KETCHUM, an Idaho municipal corporation (the “City”) and Karen Jacobsen, an independent artist (the “Contractor”).

RECITALS

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

WHEREAS, the Contractor is an individual with professional expertise in the desired service area; and

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

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall perform the limited scope of editorial services based on the attached REQUEST FOR QUALIFICATIONS (RFQ) for the City’s Bollard Sleeve and Concrete Stamp Project (part of the Transit Center Project). The RFQ is attached hereto as Exhibit A and incorporated herein by reference.
3. Consideration. City agrees to pay shall pay Contractor for services as rendered not to exceed the sum of \$3,000 (THREE THOUSAND HUNDRED DOLLARS) all inclusive. Per the RFQ, half of that amount, \$1,500, will be paid upon the Ketchum Arts Commission’s approval of the final selected work. The remainder will be paid after installation.
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. Independent Contractor. City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its agents



and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

6. Compliance With Laws/Public Records. Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

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

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

CONTRACTOR:  
KAREN JACOBSEN  
PO BOX 3403  
KETCHUM, IDAHO 83340  
(C) 208-412-9444  
FEEFIFAUWKJ@AOL.COM

8. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.

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

10. Headings. The headings in the Agreement are inserted for convenience and

identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

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

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

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

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

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

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

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

CITY OF KETCHUM,  
an Idaho municipal corporation

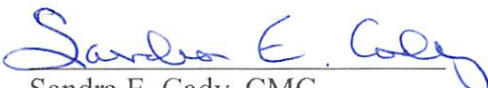
KAREN JACOBSEN  
an Independent Artist

By:   
Nina Jonas, Mayor

By: _____  
Its: _____

ATTEST:

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

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

By: _____  
Stephanie Bonney, City Attorney

**CONTRACT FOR SERVICES**  
(Ketchum Transit Hub Project)

THIS CONTRACT FOR SERVICES is made and entered into this ____ day of _____, 2014, by and between the CITY OF KETCHUM, an Idaho municipal corporation (the "City") and Randi McIntee, principal of RP Graphic Design Studio (the "Contractor").

RECITALS

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

WHEREAS, the Contractor is an individual with professional expertise in the desired service area; and

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

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall perform the limited scope of editorial services based on the attached REQUEST FOR QUALIFICATIONS (RFQ) for the City's Tree Grate Project (part of the Transit Center Project). The RFQ is attached hereto as Exhibit A and incorporated herein by reference.
3. Consideration. City agrees to pay shall pay Contractor for services as rendered not to exceed the sum of \$1,400 (ONE THOUSAND FOUR HUNDRED DOLLARS) all inclusive. Per the RFQ, half of that amount, \$700, will be paid upon the Ketchum Arts Commission's approval of the final designs. The remainder will be paid after installation.
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. Independent Contractor. City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business

entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

6. Compliance With Laws/Public Records. Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

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

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

CONTRACTOR:  
RANDI MCINTEE  
RP GRAPHIC DESIGN STUDIO  
PO BOX 5424  
KETCHUM, ID 83340  
208-720-7988  
Randi@rpgraphicdesignstudio.com

8. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.

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

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

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

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

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

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

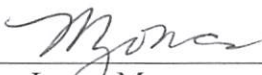
15. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

CITY OF KETCHUM,  
an Idaho municipal corporation

RANDI MCINTEE  
Principal, RP Graphic Design Studio

By:   
Nina Jonas, Mayor

By: _____  
Its: _____

ATTEST:

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

  
Sandra E. Cady, CMC

By: _____  
Stephanie Bonney, City Attorney

**City Treasurer/Clerk**

The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the files of the City Treasurer/Clerk.

Witness my hand and the seal of the City of [City Name] this [Day] day of [Month], [Year].

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

_____  
City Treasurer/Clerk

**CONTRACT FOR SERVICES**  
(Ketchum Transit Hub Project)

THIS CONTRACT FOR SERVICES is made and entered into this ____ day of _____, 2014, by and between the CITY OF KETCHUM, an Idaho municipal corporation (the "City") and Kim Frank, an independent writer and editor (the "Contractor").

RECITALS

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

WHEREAS, the Contractor is an individual with professional expertise in the desired service area; and

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

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

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

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall perform the limited scope of editorial services based on the attached REQUEST FOR QUALIFICATIONS (RFQ) for the City's Tree Grate Project (part of the Transit Center Project). The RFQ is attached hereto as Exhibit A and incorporated herein by reference.
3. Consideration. City agrees to pay shall pay Contractor for services as rendered not to exceed the sum of \$1,400 (ONE THOUSAND FOUR HUNDRED DOLLARS) all inclusive. Per the RFQ, half of that amount, \$700, will be paid upon the Ketchum Arts Commission's approval of the final designs. The remainder will be paid after installation.
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. Independent Contractor. City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business

entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

6. Compliance With Laws/Public Records. Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

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

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

CONTRACTOR:  
KIM FRANK  
PO BOX 329  
SUN VALLEY, IDAHO 83353  
(C) 208-867-1806  
KIMBERLYFK@GMAIL.COM

8. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.

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



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

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

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

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

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

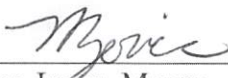
15. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

CITY OF KETCHUM,  
an Idaho municipal corporation

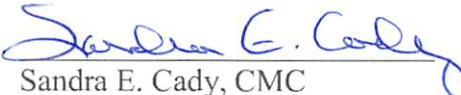
KIM FRANK  
an Independent Writer/Editor

By:   
Nina Jonas, Mayor

By: _____  
Its: _____

ATTEST:

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

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

By: _____  
Stephanie Bonney, City Attorney